



## REQUEST FOR TENDER

IN ACCORDANCE WITH **PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000: PREFERENTIAL PROCUREMENT REGULATIONS, 2017 ONLY THIS TENDER IS SUBJECT TO A PREQUALIFICATION AS OUTLINED BELOW.**

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

- **COMPANIES WITH A B-BBEE STATUS/ LEVEL OF 1 TO 3.**
- **EXEMPTED MICRO ENTERPRISES (EMEs) AND QUALIFYING SMALL ENTERPRISES (QSEs).**
- **COMPANIES WILLING TO SUBCONTRACT AT LEAST 30% OF THE VALUE OF THE CONTRACT TO A BLACK YOUTH OWNED COMPANY OR FORM A JOINT VENTURE WITH A BLACK YOUTH OWNED COMPANIES.**

<b>BID NUMBER:</b>	385/16/06//2017
<b>CLOSING DATE: Submission of the tender</b>	<b>27<sup>th</sup> September 2017 at 12H00 precisely</b>
<b>CLOSING TIME:</b>	12H00 noon
<b>Closing date for tender enquiries</b>	<b>27<sup>th</sup> September 2017 at 12H00</b> All enquiries must be directed to <a href="mailto:TenderResponse@Denel.co.za">TenderResponse@Denel.co.za</a> <b>All responses to questions will be published on the eTender portal; bidders are responsible to obtain responses via eTender. Denel will not be responsible for delayed or responses that are not viewed on eTender</b> <b><a href="http://www.etenders.gov.za">www.etenders.gov.za</a></b>
<b>PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:</b>	180 days (submissions must be valid for 180 days after the closing date)
<b>DESCRIPTION OF BID:</b>	PROVISION OF CLEANING AND HYGIENE SERVICES TO THE DENEL GROUP SOC LTD FOR A PERIOD OF THREE (3) YEARS
<b>BID DOCUMENTS DELIVERY ADDRESS:</b>	Denel SOC Ltd Denel Corporate Office (DCO)

	Nellmapius Drive Irene For Attention: <b>Denel's Tender Office</b>  <b>NB: Bidders must ensure that they sign the register at DENEL SOC LTD when submitting the Bids.</b>
<b>NAME OF BIDDER:</b>	
<b>CONTACT &amp; NUMBER PERSON:</b>	
<b>EMAIL ADDRESS:</b>	
<b>BIDDER'S STAMP OR SIGNATURE</b>	

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**PART A: INVITATION TO BID**

**BID NUMBER:** 385/16/06//2017  
**CLOSING DATE:** 27<sup>th</sup> September 2017  
**CLOSING TIME:** 12H00 precisely

**DESCRIPTION:**

**REQUEST FOR PROPOSALS (RFT) FOR THE PROVISION OF CLEANING AND HYGIENE SERVICES TO DENEL GROUP SOC LTD FOR A PERIOD OF THREE (3) YEARS**

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The successful Bidder will be required to conclude a service level agreement with DENEL SOC LTD.

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

**The Bid box is open during the following hours (09:00 – 15:00) Monday to Friday.**

**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)**

**THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT, WHICH ARE SET OUT IN PART C OF THIS DOCUMENT.**

<p><b>THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED).</b></p>
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<b>NAME OF BIDDER AND EACH ENTITY IN CONSORTIUM:</b>	
<b>POSTAL ADDRESS:</b>	
<b>STREET ADDRESS:</b>	
<b>CONTACT PERSON (FULL NAME):</b>	
<b>EMAIL ADDRESS:</b>	
<b>TELEPHONE NUMBER:</b>	
<b>FAX NUMBER:</b>	

<b>BIDDER REGISTRATION NUMBER OR REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM</b>				
<b>BIDDER VAT REGISTRATION NUMBER OR VAT REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM</b>				
<b>TAX CLEARANCE CERTIFICATE SUBMITTED?</b>	<b>YES</b>		<b>NO</b>	
<b>B - BBEE CERTIFICATE SUBMITTED?</b>	<b>YES</b>		<b>NO</b>	
<b>REGISTERED WITH THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD)</b>	<b>YES</b>		<b>NO</b>	
<b>FULL NAME OF AUTHORISED REPRESENTATIVE:</b>				
<b>CAPACITY IN WHICH AUTHORISED REPRESENTATIVE SIGNS:</b>				
<b>SIGNATURE OF AUTHORISED REPRESENTATIVE:</b>				
<b>DATE OF SIGNATURE</b>				

**PART B: CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND 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 annexes that complete the Bid Document

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

<b>YES</b>	<b>NO</b>	
<input type="checkbox"/>	<input type="checkbox"/>	One original Bid (1) (hard copy) with four (4) copies (hard copies) - (clearly marked as original and copies); including an electronic copy. Each submission must be divided and enclosed into two separate envelopes, one (1) for Qualifying Evaluation and Functional Evaluation, and one (1) for Price and Preferential Points.
<input type="checkbox"/>	<input type="checkbox"/>	<b>Part A:</b> Invitation to Bid
<input type="checkbox"/>	<input type="checkbox"/>	<b>Part C:</b> Specifications, Conditions of tender and Undertakings by Bidder
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure A:</b> Price Proposal
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure B:</b> Technical Proposal
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure C:</b> SBD2 - Tax Clearance Certificate Requirement
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure D:</b> Declaration of Interest
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure E:</b> SBD6.1 and B-BBEE status level certificate
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure F:</b> SBD8: Declaration of Bidder’s Past Supply Chain Practices
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure G:</b> SBD9: Certificate of Independent Bid Determination
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure H:</b> Certified copies of your CIPC company registration documents listing all members with percentages, in case of a close corporation
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure I:</b> Certified copies of latest share certificates, in case of a company.
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure J (if applicable):</b> A breakdown of how fees and work will be spread between members of the bidding consortium.
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure K:</b> Supporting documents to responses to Pre – screening process.
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure L:</b> Denel Group Procurement Terms and Conditions
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure M:</b> Supporting documents - CSD Registration Summary Report
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure N:</b> Statement of work – detailed

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

### **1. DEFINITIONS**

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

- 1.1 **B-BBEE** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act 53, 2003;
- 1.2 **B-BBEE Act** means the Broad-Based Black Economic Empowerment Act , 2003;
- 1.3 **B-BBEE status level** means the B-BBEE status received by a measured entity based on its overall performance used to claim points in terms of regulation 5 and 6 of the Preferential Procurement Regulations, 2011.
- 1.4 **Business Day** means a day which is not a Saturday, Sunday or public holiday.
- 1.5 **Bid** means a written offer in the prescribed or stipulated form lodged by a Bidder in response to an invitation in this Request for Proposal, containing an offer to provide goods, works or services in accordance with the Specification as provided in this RFT.
- 1.6 **Bidder** means a person or legal entity, or an unincorporated group of persons or legal entities that submit a Bid.
- 1.7 **Companies Act** means the Companies Act 71, 2008.
- 1.8 **Compulsory Documents** means the list of compulsory schedules and documents set out in Part B.
- 1.9 **Closing Time** means the time, specified as such under the clause 4 (Bid Timetable) in Part C, by which Tenders must be received.
- 1.10 **Evaluation Criteria** means the criteria set out under the clause 36.1 (Evaluation Process) of this Part C, which includes the Pre Screening Criteria, Functional Criteria(stage1) and Price and Preferential Points(stage2) Assessment.
- 1.11 **Exclusion Area** means the area in which Denel SOC Ltd has the authority to determine all activities, including the exclusion of persons and property from the area.
- 1.12 **Functional Criteria** means the criteria set out in clause 36.3.3 referring to the qualify specification of the Cleaning Service in accordance with the relevant standards- See Part C of this document.
- 1.13 **Intellectual Property Rights** includes copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets

- and know how) and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
- 1.14 **NKP** means an area declared as a National Key Point area in terms of the National Key Point Act, Act 102 of 1980 as amended read with the regulations Directive A and B.
- 1.15 **PFMA** means the Public Finance Management Act 1, 1999, as amended
- 1.16 **PPPFA** means the Preferential Procurement Policy Framework Act 5, 2000, as amended
- 1.17 **PPPFA Regulations** means the Preferential Procurement Regulations 2011, published in terms of the PPPFA.
- 1.18 **Price and Preferential Points Assessment** means the process described in clause 35.4 of this document in Part C, as prescribed by the PPPFA.
- 1.19 **Proposed Contract** means the agreement including any other terms and conditions contained in or referred to in this RFT that may be executed between DENEL SOC LTD and the successful Bidder.
- 1.20 **Request for Bid** or **RFT** means this document (comprising each of the parts identified under Part A, Part B, Part C and Part D) including all annexures and any other documents so designated by DENEL SOC LTD.
- 1.21 **SARS** means the South African Revenue Service.
- 1.22 **Services** means the services required by DENEL SOC LTD, as specified in this RFT Part D.
- 1.23 **SLA** means service level agreement.
- 1.24 **SOC** means State Owned Company, as defined by the Companies' Act.
- 1.25 **Specification** means the conditions of tender set and any specification or description of DENEL SOC LTD's requirements contained in this RFT.
- 1.26 **State** means the Republic of South Africa.
- 1.27 **Statement of Compliance** means the statement forming part of a Tender indicating the Bidders compliance with the Specification.
- 1.28 **Tender Manager** means the person so designated under clause 3 (Tender Manager) of this RFT Part C.
- 1.29 **Tendering Process** means the process commenced by the issuing of this Request for BIDs and concluding upon formal announcement by DENEL SOC LTD of the selection of a successful Bidder(s) or upon the earlier termination of the process.
- 1.30 **Website** means a website administered by DENEL SOC LTD under its name with web address [www.denel.co.za](http://www.denel.co.za)

## 2. INTERPRETATIONS

In this RFT, unless expressly provided otherwise a reference to:

- 2.1 “includes” or “including” means includes or including without limitation; and
- 2.2 “R” or “Rand” is a reference to the lawful currency of the Republic of South Africa.

## 3. TENDER OFFICE

DENEL SOC LTD – Procurement

Email: [TenderResponse@denel.co.za](mailto:TenderResponse@denel.co.za)

No questions will be answered telephonically.

One original Bid (1) (hard copy) with four (4) copies (hard copies) - (clearly marked as original and copies), including an electronic copy.

Each submission must be divided and enclosed into two separate envelopes, one (1) for Qualifying Evaluation and Functional Evaluation, and one (1) for Price and Preferential Points.

**Only questions, queries, clarifications which are submitted to this dedicated email address, [TenderResponse@denel.co.za](mailto:TenderResponse@denel.co.za) will be addressed.**

**These responses will be uploaded against this tender on National Treasury’s eTender portal.**

**Kindly note that it is the sole responsibility of the bidder, to ensure that frequent visits are made to the e-Tender portal, in order to obtain/view all responses with regards to the questions posed on this RFT**

**Denel will not be held liable/responsible in the event that suppliers are not kept updated with responses to questions/queries/comments which were posed in order to get clarity on this RFT.**

**e-Tender portal can be accessed on the following website: <http://www.etenders.gov.za/>**

**No Canvassing of any Denel Employee will be tolerated and will result in an immediate disqualification of the bidder.**



#### 4. BID TIMETABLE

This timetable is provided as an indication of the timing of the tender process. It is merely a plan and is subject to by DENEL SOC LTD. Bidders are to provide BIDs that will allow achievement of the intended commencement date.

<b>Activity</b>	<b>Date</b>
<b>Advertisement of tender</b>	29 <sup>th</sup> August 2017
<b>RFT document available</b>	30 <sup>th</sup> August 2017 On <a href="http://www.etender.gov.za">www.etender.gov.za</a> as well as on <a href="http://www.Denel.co.za">www.Denel.co.za</a>
<b>Closing date for tender enquiries</b>	27 <sup>th</sup> September 2017 at 12H00 All enquiries must be directed to <a href="mailto:TenderResponse@Denel.co.za">TenderResponse@Denel.co.za</a> All responses to questions will be published on the eTender portal; bidders are responsible to obtain responses via e-Tender. Denel will not be responsible for delayed or responses that are not viewed on e-Tender <a href="http://www.etenders.gov.za">www.etenders.gov.za</a>
<b>Closing date and time</b>	<b>27<sup>th</sup> September 2017 at 12H00 (noon) precisely</b>
Intended completion of evaluation of tenders	<b>6<sup>th</sup> October 2017</b>
Indicative Date for Presentations	<b>11<sup>th</sup> October 2017</b>
Intended formal notification of successful Bidder(s)	<b>19<sup>th</sup> October 2017</b>
Signing of Service Level Agreement	<b>24<sup>th</sup> October 2017</b>
Effective date	<b>27<sup>th</sup> October 2017</b>

#### 5. SUBMISSION OF TENDERS

5.1 Hardcopies of Tenders are to be submitted to:

Physical Address of Tender Box	Denel SOC Ltd Nellmapius Drive Irene
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	Corporate Reception
Hours of access to Tender Box	Monday to Friday: <b>09:00 – 15h00</b>
Information to be marked on package containing Tender  <b>2 Envelope System</b> Indicate whether each envelope pertains to “Qualifying Criteria and functional assessment”; <b>or</b> “price and preference points”	<b>DENEL SOC LTD</b> <b>SCM Unit</b> <b>Name of Bidder</b> <b>RFT Ref. No. 385/16/06//2017</b> <b>PROVISION OF CLEANING AND HYGIENE SERVICES TO THE DENEL GROUP SOC LTD FOR A PERIOD OF THREE (3) YEARS</b> <b>Name of the Bidder</b> <b>For Attention: Tender Office</b>

5.2 Each submission must be divided and enclosed into two (2) separate envelopes, one (1) for Pre-screening Criteria and Functional Evaluation, and one (1) for Price and Preferential Points.

Kindly ensure all submissions are duly authorised. If the Bidders are submitting more than one (1) BID regarding the functions explained in the cover page and Part D of this RFT, then these should be submitted as separate submissions and indicated on the cover page of the Bid. Each Bid shall be submitted with one (1) original hard copy and four (4) copies (hard copy) as indicated above Each Bid shall be submitted with one (1) original hard copy) and four (4) copies (hard copy), including an electronic copy, as indicated above.

5.3 Bidders are requested to initial each page of the tender document on the top right hand corner.

5.4 **Note: This Tendering Process will use a two envelope system i.e. Bidders must submit the Pre-screening Criteria and functional BID in one envelope (together with relevant copies) and pricing and preference points BIDs in a separate envelope (together with the relevant copies). BOTH ENVELOPES MUST BE CLEARLY MARKED**

## 6. RULES GOVERNING THIS RFT AND THE TENDERING PROCESS

6.1 Participation in the tender process is subject to compliance with the rules contained in this RFT Part C.

6.2 All persons (whether a participant in this tender process) having obtained or received this RFT may only use it, and the information contained herein, in compliance with the rules contained in this RFT.

6.3 All Bidders are deemed to accept the rules contained in this RFT Part C.

6.4 The rules contained in this RFT Part C apply to:

- 6.4.1 The RFT and any other information given, received, or made available about this RFT, and any revisions or annexure;
- 6.4.2 the Tendering Process; and
- 6.4.3 Any communications (including any briefings, presentations, meetings, and negotiations) relating to the RFT or the Tendering Process.

## **7. STATUS OF REQUEST FOR BID**

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

## **8. ACCURACY OF REQUEST FOR BID**

- 8.1 Whilst all due care has been taken in connection with the preparation of this RFT, DENEL SOC LTD makes no representations or warranties that the content in this RFT or any information communicated to or provided to Bidders during the Tendering Process is, or will be, accurate, current or complete. DENEL SOC LTD, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.
- 8.2 If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this RFT or any other information provided by DENEL SOC LTD (other than minor clerical matters), the Bidder must promptly notify DENEL SOC LTD in writing of such discrepancy, ambiguity, error or inconsistency in order to afford DENEL SOC LTD an opportunity to consider what corrective action is necessary (if any).

Any actual discrepancy, ambiguity, error or inconsistency in this RFT or any other information provided by DENEL SOC LTD will, if possible, be corrected and provided to all Bidders without attribution to the Bidder who provided the written notice

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

- 9.1 DENEL SOC LTD reserves the right to change any information in, or to issue any addendum to this RFT before the Closing Time. DENEL SOC LTD and its officers, employees and advisors will not be liable in connection with either the exercise of, or failure to exercise this right.
- 9.2 If DENEL SOC LTD exercises its right to change information in terms of clause 9.1, it may seek amended Tenders from all Bidders.

## **10 REPRESENTATIONS**

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

## **11 CONFIDENTIALITY**

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

## **12. REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION**

- 12.1 All communications relating to this RFT and the Tendering Process must be directed to Tender Response, [TenderResponse@Denel.co.za](mailto:TenderResponse@Denel.co.za) email address only.
- 12.2 All questions or requests for further information or clarification of this RFT or any other document issued about the Tendering Process must be submitted to the Tender Response in writing, and by e-mail only.
- 12.3 Any communication by a Bidder to DENEL SOC LTD will be effective upon receipt by the Tender Office
- 12.4 DENEL SOC LTD has restricted the period during which it will accept questions or requests for further information or clarification and reserves the right not to respond to any enquiry or request, irrespective of when such enquiry or request is received.
- 12.5 DENEL SOC LTD shall provide all written notification or responses to Bidders questions (as posed to the dedicated email address which is [TenderResponse@denel.co.za](mailto:TenderResponse@denel.co.za),only) by uploading a response document onto the National Treasury's e-Tender portal, the portal can

be accessed on <http://www.etenders.gov.za/>

- 12.6 A Bidder may, by notifying the Tender Office in writing, withdraw a question submitted in accordance with clause 12, in circumstances where the Bidder does not wish DENEL SOC LTD to publish its response to the question to all Bidders.

### **13 UNAUTHORISED COMMUNICATIONS**

- 13.1 Communications (including promotional or advertising activities) with staff of DENEL SOC LTD or their advisors assisting with the Tendering Process are not permitted during the Tendering Process. Nothing in this clause **13** is intended to prevent communications with staff of, or advisors to, DENEL SOC LTD to the extent that such communications do not relate to this RFT or the Tendering Process.
- 13.2 Bidders must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the Tendering Process in any way.

### **14. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION**

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

### **15. ANTI-COMPETITIVE CONDUCT**

- 15.1 Bidders and their respective officers, employees, agents, and advisors must not engage in any collusion, anti-competitive conduct or any other similar conduct in respect of this Tendering Process with any other Bidder or any other person(s) in relation to:
- 15.1.1 the preparation or lodgement of their Bid
  - 15.1.2 the evaluation and clarification of their Bid; and
  - 15.1.3 The conduct of negotiations with DENEL SOC LTD.
- 15.2 For the purposes of this clause **15**, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange, and clarification of information whether or not such

information is confidential to DENEL SOC LTD or any other Bidder or any other person or organisation.

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

## **16. COMPLAINTS ABOUT THE TENDERING PROCESS**

- 16.1 Any complaint about the RFT or the Tendering Process must be submitted to the Tender Office via the Tender Response email address, by email only, immediately upon the cause of the complaint arising or becoming known to the Bidder.
- 16.2 The written complaint must set out:
- 16.2.1 the basis for the complaint, specifying the issues involved;
  - 16.2.2 how the subject of the complaint affects the organisation or person making the complaint;
  - 16.2.3 any relevant background information; and
  - 16.2.4 The outcome desired by the person or organisation making the complaint.
- 16.3 If the matter relates to the conduct of an employee of DENEL SOC LTD, the complaint should be addressed in writing marked for the attention of the Chief Executive Officer of DENEL SOC LTD, and delivered to the physical address of DENEL SOC LTD, as notified.

## **17. CONFLICT OF INTEREST**

- 17.1 A Bidder must not, and 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 SOC LTD and the Bidder's interests during the Tender Process.
- 17.2 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 services under any contract that may result from this RFT. If the Bidder submits its Bid and a subsequent conflict of interest arises, or is likely to arise, which was not disclosed in the Bid, the Bidder must notify DENEL SOC LTD immediately in writing of that conflict.
- 17.3 DENEL SOC LTD may immediately disqualify a Bidder from the Tendering Process if the Bidder fails to notify DENEL SOC LTD of the conflict as required.

## **18. LATE BIDS**

- 18.1 Bids must be delivered by the Closing Time. The Closing Time may be extended by DENEL SOC LTD in its absolute discretion by providing written notice to Bidders.
- 18.2 Bids delivered after the Closing Time or lodged at a location or in a manner that is contrary to that specified in this RFT will be disqualified from the Tendering Process and will be ineligible for consideration. No Late Tenders will be Accepted
- 18.3 The determination of DENEL SOC LTD as to the actual time that a Bid is lodged is final. Subject to clause **18.2**, all Bids lodged after the Closing Time will be recorded by DENEL SOC LTD and will only be opened for the purposes of identifying a business name and address of the Bidder. DENEL SOC LTD will inform a Bidder whose Bid was lodged after the Closing Time of its ineligibility for consideration. The general operating practice is for the late Bid to be returned within 5 (five) working days of receipt or within 5 (five) working days after determination not to accept a late Bid.

## **19. BIDDER'S RESPONSIBILITIES**

- 19.1 Bidders are responsible for:
  - 19.1.1 examining this RFT and any documents referenced or attached to this RFT and any other information made or to be made available by DENEL SOC LTD to Bidders in connection with this RFT;
  - 19.1.2 fully informing themselves in relation to all matters arising from this RFT, including all matters regarding DENEL SOC LTD 's requirements for the provision of the Services;
  - 19.1.3 ensuring that their Bids are accurate and complete;
  - 19.1.4 making their own enquiries and assessing all risks regarding this RFT, and fully considering and incorporating the impact of any known and unknown risks into their Bid;
  - 19.1.5 ensuring that they comply with all applicable laws in regards to the Tendering Process particularly as specified by National Treasury Regulations, Guidelines, Instruction Notes and Practice Notes and other relevant legislation as published from time to time in the Government Gazette; and
  - 19.1.6 Submitting all Compulsory Documents.

- 19.2 Bidders with annual total revenue of R10 million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the B-BBEE Act must submit a certificate issued by a registered, independent auditor (who or which is not the Bidder or a part of the Bidder) or an accredited verification agency.
- 19.3 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 are in accordance with the applicable notices published by the Department of Trade and Industry in the Government Gazette.
- 19.4 DENEL SOC LTD reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by DENEL SOC LTD.
- 19.5 Failure to provide the required information may result in disqualification of the Bidder.

## **20. PREPARATION OF BIDS**

- 20.1 Bidders must ensure that:
- 20.1.1 their Bid is submitted in the required format as stipulated in this RFT; and
  - 20.1.2 All the required information fields in the Bid are completed in full and contain the information requested by DENEL SOC LTD.
- 20.2 DENEL SOC LTD may in its absolute discretion reject a Bid that does not include the information requested or is not in the format required.
- 20.3 Unnecessarily elaborate responses or other representations beyond that which is sufficient to present a complete and effective tender BID is not desired or required. Elaborate and expensive visual and other presentation aids are not necessary.
- 20.4 Where the Bidder is unwilling to accept a specified condition, the non-acceptance must be clearly and expressly stated. Prominence must be given to the statement detailing the non-acceptance. It is not sufficient that the statement appears only as part of an attachment to the Bid, or be included in a general statement of the Bidders usual operating conditions.
- 20.5 An incomplete Bid may be disqualified or assessed solely on the information completed or received with the Bid.

## **21. ILLEGIBLE CONTENT, ALTERATION, AND ERASURES**

- 21.1 Incomplete Bids may be disqualified or evaluated solely on information contained in the Bid.



- 21.2 DENEL SOC LTD may disregard any content in a Tender that is illegible and will be under no obligation whatsoever to seek clarification from the Bidder.
- 21.3 DENEL SOC LTD may permit a Bidder to correct an unintentional error in its Bid where that error becomes known or apparent after the Closing Time, but in no event, will any correction be permitted if DENEL SOC LTD reasonably considers that the correction would materially alter the substance of the Bid or effect the fairness of the Tendering Process.

## **22. OBLIGATION TO NOTIFY ERRORS**

If, after a Bidder's Response has been submitted, the Bidder becomes aware of an error in the Bidders Response (including an error in pricing, but excluding clerical errors which would have no bearing on the evaluation of the Bid), the Bidder must promptly notify DENEL SOC LTD of such error.

## **23. RESPONSIBILITY FOR BIDDING COSTS**

- 23.1 The Bidders participation or involvement in any stage of the Tendering Process is at the Bidders sole risk, cost and expense. DENEL SOC LTD will not be held responsible for, or pay for, any expense or loss that may be incurred by Bidders in relation to the preparation or lodgement of their Bid.
- 23.2 DENEL SOC LTD 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 Bidders participation in the Tendering Process, including without limitation, instances where:
- 23.2.1 the Bidder is not engaged to perform under any contract; or
  - 23.2.2 DENEL SOC LTD exercises any right under this RFT or at law.

## **24. DISCLOSURE OF BID CONTENTS AND BID INFORMATION**

- 24.1 All Bids received by DENEL SOC LTD will be treated as confidential. DENEL SOC LTD will not disclose contents of any Bid and Bid information, except:
- 24.1.1 as required by law;
  - 24.1.2 for the purpose of investigations by other government authorities having relevant jurisdiction;
  - 24.1.3 To external consultants and advisors of DENEL SOC LTD engaged to assist with the Tendering Process; or for the general information of Bidders required to be disclosed as per National Treasury Regulations, Guidelines, Instruction Notes or Practice Notes.

## **25. USE OF BIDS**

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

## **26. BID ACCEPTANCE**

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

## **27. CHANGES TO QUOTATIONS**

Changes by the Respondent to its submission will not be considered after the closing date and time.

## **28. DENEL'S PROCUREMENT PHILOSOPHY**

It is the policy of Denel SOC Ltd, 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:

28.1 The PFMA (Public Finance Management Act) and the (PPPFA) Preferential Procurement Policy Framework Act

28.2 Preferential Procurement Regulations 2017 as per Gazette 10684

## **29. BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS**

As explained in more detail in the BBEE Preference Points Claim Form and as prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5

of 2000 and its Regulations, Respondents 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).

The value of this bid is estimated to be below R50 000 000 (all applicable taxes included); and therefore the 80/20 system shall be applicable. Despite the stipulated preference point system, Denel shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

Respondents 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.

Respondents are required at all times to comply with the latest B-BBEE legislation and/or instruction notes as issued from time to time by the DTI.

Note: Failure to submit valid and original (or a certified copy of) proof of the Respondent's compliance with the B-BBEE requirements stipulated in this RFT (the B-BBEE Preference Points Claim Form) at the Closing Date of this RFT, will result in a score of zero being allocated for B-BBEE.

### **30. B-BBEE JOINT VENTURES OR CONSORTIUMS**

Respondents who would wish to respond to this RFT as a Joint Venture [JV] or consortium with B-BBEE entities, must state their intention to do so in their RFT 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 through this RFT 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.

Respondents are to note the requirements for B-BBEE compliance of JVs or consortiums as required in the B-BBEE Preference Point Claim Form and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

Note: Failure to submit a valid and original B-BBEE certificate for the JV or a certified copy thereof at the Closing Date of this RFT will result in a score of zero being allocated for B-BBEE.

### **31. PRE- QUALIFICATION CRITERION**

- COMPANIES WITH A B-BBEE STATUS/ LEVEL OF 1 TO 3.**
- **EXEMPTED MICRO ENTERPRISES (EMEs) AND QUALIFYING SMALL ENTERPRISES (QSEs). COMPANIES WILLING TO SUBCONTRACT AT LEAST 30% OF THE VALUE OF THE CONTRACT TO A BLACK YOUTH OWNED COMPANY OR FORM A JOINT VENTURE WITH A BLACK YOUTH OWNED COMPANIES.**

A bid that fails to meet this pre-qualifying criterion will be regarded as an unacceptable bid.

### **32. SECURITY CLEARANCE**

Acceptance of this bid 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 bid 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.

### **33. 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. Denel is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. 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 in order to enable it to verify information on the CSD:

Supplier Number: \_\_\_\_\_ Unique registration reference number: \_\_\_\_\_.

### **34 Tax Compliance**

Respondents must be compliant when submitting a proposal to Denel and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

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

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

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

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

### **35 New Tax Compliance Status (TCS) System**

SARS has implemented a new Tax Compliance Status (TCS) system in terms of which a taxpayer is now able to authorize any 3rd party to verify its compliance status in one of two

ways: either through the use of an electronic access PIN or through the use of a Tax Clearance Certificate obtained from the new TCS system.

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

Tax reference number: \_\_\_\_\_

Tax Clearance Certificate & TCC Number: \_\_\_\_\_ and PIN: \_\_\_\_\_.

## **36. EVALUATION PROCESS**

**36.1** The Bids will be evaluated and adjudicated as follows:

### **36.1.1 Pre – Screening - evaluation of compliance with Pre –screening Criteria**

Only those Bidders which satisfy all of the Pre –Screening Criteria will be eligible to participate in the Tendering Process. Bids which do not satisfy all of the Pre –Screening Criteria will not be evaluated further.

Each offer must conform to these conditions to be eligible for further evaluation. An offer that fails to meet these conditions shall be disqualified.

### **36.1.2 First stage – functional evaluation**

Bidders are evaluated based on the functional criteria set out in this RFT. Only those Bidders which score **70** points or higher (out of a possible 100) during the functional evaluation will be evaluated during the second stage of the Bid. The functional evaluation will/may include a presentation by the Bidders, Denel SOC Ltd will advise bidders in advance should a presentation be required.

### **36.1.3 Second stage – price and preferential points**

**36.1.3.1** Those Bidders which have passed the initial and first stages of the tender Process will be scored on the basis of price and preference point allocation in accordance with the applicable legislation.

**36.1.3.2** The successful Bidder will typically be the Bidder that scores the highest number of points in the second stage of the Bid evaluation, unless DENEL SOC LTD exercises its right to cancel the RFT or finds that there is valid business or transformation reason that justifies the award to a company that did not obtain the highest score.

**NB: Denel reserves the right to demand an Action Plan that addresses shortcomings in the successful bidder’s transformation status.**

**36.2 Bidders are required to submit, as Annexure K to their Bids, any documentation which supports the responses provided in respect of the Pre – screening Criteria below.**

**36.3 Pre – Screening: Criteria**

36.3.1 The following Pre – Screening Criteria will be applied prior to the Functionality stage. Bidders who do not meet all of the Pre-Screening Criteria will not be considered as compliant bids and will not progress to the Functionality stage of the evaluation.

36.3.2 Bidders are required to complete the table, **refer to table** below by indicating whether they comply with the requirement by marking the appropriate column with an ‘X’ below. Bidders are required to submit supporting documentation evidencing their compliance with each requirement, where applicable.

REQUIREMENT	COMPLIANT	NON-COMPLIANT
<b>Registration or Certification</b>		
<ol style="list-style-type: none"> <li>1. Bidder is a South African-owned and registered service provider operating primarily within the regions where Denel’s business divisions are located.</li> <li>2. The Bidder must have the necessary infrastructure and capacity to meet Denel requirements.</li> <li>3. Valid Tax Clearance Certificate or an access pin to SARS eFiling.</li> <li>4. Valid BBBEE Certificate</li> <li>5. Central Supplier database proof of registration (provide documentation).</li> <li>6. Company Registration with CIPC – submit proof thereof</li> </ol>		

<p>7. Current Banking Details, Cancelled Cheque or Original letter from the Bank issued on a bank letterhead with stamp.</p> <p>8. Certified copies of all share holder certificates</p> <p>9. Copy of the organisation's share holder agreement if applicable</p> <p><b>This requirement will also apply to all members of consortia or joint ventures which submit joint Bids.</b></p>		
<p><b>Experience of the Bidder</b></p> <p>1. Detailed company profile detailing expertise and capabilities, and clearly highlight your company experience in providing cleaning and hygiene services.</p> <p>2. Documents detailing track record in completing similar work\project in line with Denel's requirements.</p> <p>3. Details of the company, including its organogram, clearly depicting all levels of Management.</p> <p>4. Bidders must submit proof of compliance with the Contract Cleaning Bargaining Council (CCBC).</p> <p>5. This requirement applies also to members of consortia or joint ventures.</p>		
<p><b>Compliance of the Bidder</b></p> <p>1. Bidders have submitted all returnable documentation to Denel SOC Ltd.</p> <p>2. Documents are duly authorised /signed.</p> <p>3. Correct adherence to the 2 envelop process has been duly complied with.</p> <p>4. Bidders must present a list of all</p>		



envisaged Sub-Contractors (first tier service providers)		
<b>Note: Failure to meet the above requirements will result in automatic Disqualification.</b>		

**First Stage: Functional Criteria**

**36.3.3** Only those Bidders which score **70 points or higher (out of a possible 100)** during the functional evaluation will be evaluated during the second stage of the Bid. Bidders are required to submit supporting documentation to confirm compliance with each requirement, where applicable.

**36.3.4** The Functional Criteria that will be used to test the capability and capacity of Bidders are as follows:

<b>EVALUATION CRITERIA</b>	<b>WEIGHT</b>
<b>1. Previous work experience of a similar nature with details to be submitted by the contractor</b>	<b>30</b>
Tenderer must submit a minimum of three (3) reference letters from companies that provided a similar service in the they had recently completed work of a similar nature	
a) No experience	15
a) One year experience	20
b) Two years experience	25
c) Three years experience	30
<b>2. Methodology on how the work will be undertaken safely</b>	<b>30</b>
a) Not provided any information	0
b) Provide list of SABS approved chemicals to be used	15
c) Provide Material Safety Data Sheet (MSDS)	20
d) All information provided	30
<b>3. Safety, Health and environment policy of the company</b>	<b>20</b>
a) Safety, health and environment policy not provided	0
b) Provide list of SABS approved chemicals to be used	20

<b>4. Safety Work Procedures</b>	<b>20</b>
Tenderer must submit safe working procedures for the cleaning tasks	
a) Sweeping/vacuuming of carpets and steam cleaning of carpets.	5
b) Mopping, Stripping and polishing of floors	5
c) Cleaning of Urinals, Water Closets, Tiled Walls, Mirrors and emptying of Waste receptacle of ablutions.	5
d) Working at heights	5
<b>Total Score</b>	<b>100</b>
<b>Minimum score Required</b>	<b>70</b>

**NB : CONDITION:**

**The bidder must be willing to consider the re-employment of current staff either employed by the outgoing service provider or Denel SOC Ltd in terms of the relevant legislation.**

**a. Second Stage: Price and Preferential Points Assessment**

**36.4.1** Subsequent to the evaluation of Qualifying Criteria and functional criteria, the second stage of evaluation of the Bids will be in respect of price and preferential procurement only. Points will be allocated to Bidders at this stage of the evaluation in accordance with the PPPFA and the PPPFA Regulations, as follows:

Price points 80  
B-BBEE 20

**36.4.2 Price points**

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

$$P_s = 80(1 - (P_t - P_{min}) / P_{min})$$

Where:

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

$P_t$  = Comparative price of tender or offer under consideration; and

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

**36.4.3 Preferential procurement points**

A maximum of 20 points may be awarded in respect of preferential procurement, which points must be awarded to a tenderer for attaining their B-BBEE Status Level in accordance with the table below:

<b>B-BBEE Status Level</b>	<b>Number of Points</b>
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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

#### **36.4.4 Total**

The total points scored by each Bidder will be calculated by adding the points scored for price (out of 80) to the points scored for preferential procurement (out of 20).

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, Denel reserves the right not to award the contract to the bidder scoring the highest points, on pricing alone)

### **37 STATUS OF BID**

**37.1** Each Bid constitutes an irrevocable offer by the Bidder to DENEL SOC LTD to provide the Services required and otherwise to satisfy the requirements of the Specification as set out in this RFT.

**37.2** A Bid must not be conditional on:

- 37.2.1** the Board approval of the Bidder or any related governing body of the Bidder being obtained;
- 37.2.2** the Bidder conducting due diligence or any other form of enquiry or investigation;
- 37.2.3** the Bidder (or any other party) obtaining any regulatory approval or consent;
- 37.2.4** the Bidder obtaining the consent or approval of any third party; or
- 37.2.5** The Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.

**37.3** DENEL SOC LTD may, in its absolute discretion, disregard any Bid that is, or is stated to be, subject to any one or more of the conditions detailed above (or any other relevant conditions).

**37.4** DENEL SOC LTD reserves the right to accept a Bid in part or in whole or to negotiate with a Bidder in accordance with the provisions of this RFT and the applicable laws and regulations.

## **38 CLARIFICATION OF BIDS**

**38.1** DENEL SOC LTD may seek clarification from and enter into discussions with any or all of the Bidders in relation to their Bid. DENEL SOC LTD may use the information obtained when clarification is sought or discussions are had in interpreting the Bid and evaluating the cost and risk of accepting the Bid. Failure to supply clarification to the satisfaction of DENEL SOC LTD may render the Bid liable to disqualification.

**38.2** DENEL SOC LTD is under no obligation to seek clarification of anything in a Bid and reserves the right to disregard any clarification that DENEL SOC LTD considers to be unsolicited or otherwise impermissible or irrelevant in accordance with the rules set out in this RFT.

## **39 DISCUSSION WITH BIDDERS**

**39.1** DENEL SOC LTD may elect to engage in detailed discussions with any one or more Bidder(s), with a view to maximising the benefits of this RFT as measured against the evaluation criteria and in fully understanding a Bidder's offer.

**39.2** As part of the evaluation of this Bid, DENEL SOC LTD will invite Bidders to give a presentation to DENEL SOC LTD in relation to their submissions.

**39.3** DENEL SOC LTD is under no obligation to undertake discussions with, any Bidders.

**39.4** In addition to presentations and discussions, DENEL SOC LTD may request some or all Bidders to:

**39.4.1** conduct a site visit, if applicable;

**39.4.2** provide references or additional information; and/or

**39.4.3** Make themselves available for panel interviews.

## **40 SUCCESSFUL BIDS**

**40.1** Selection as a successful Bidder does not give rise to a contract (express or implied) between the successful Bidder and DENEL SOC LTD for the supply of the Services. No legal relationship will exist between DENEL SOC LTD and a successful Bidder for the supply of the Services until such time as a binding contract is executed by them.

**40.2** DENEL SOC LTD may, in its absolute discretion, decide not to enter into pre-contractual negotiations with a successful Bidder.

**40.3** A Bidder is bound by its Bid and all other documents forming part of the Bidder's Response and, if selected as a successful Bidder, must enter into a contract on the basis of the Bid with or without further negotiation.

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

**41.1** DENEL SOC LTD is under no obligation to appoint a successful Bidder or Bidders (as the case may be), or to enter into a contract with a successful Bidder or any other person, if it is unable to identify a Bid that complies in all relevant respects with the requirements of DENEL SOC LTD, 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 SOC LTD will be free to proceed via any alternative process.

**41.2** DENEL SOC LTD may conduct a debriefing session for all Bidders (successful and unsuccessful). Attendance at such debriefing session is optional.

#### **42 BIDDER WARRANTIES**

**42.1** By submitting a Bid, a Bidder warrants that:

**42.1.1** 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 SOC LTD , its officers, employees, or advisers other than any statement, warranty or representation expressly contained in the RFT;

**42.1.2** it did not use the improper assistance of DENEL SOC LTD 's employees or information unlawfully obtained from them in compiling its Bid;

**42.1.3** it is responsible for all costs and expenses related to the preparation and lodgement of its Bid, any subsequent negotiation, and any future process connected with or relating to the Tendering Process;

**42.1.4** it accepts and will comply with the terms set out in this RFT; and

**42.1.5** It will provide additional information in a timely manner as requested by DENEL SOC LTD to clarify any matters contained in the Bid.

### **43 DENEL SOC LTD 'S RIGHTS**

- 43.1** Notwithstanding anything else in this RFT, and without limiting its rights at law or Otherwise, DENEL SOC LTD reserves the right, in its absolute discretion at any time, to:
- 43.1.1** cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract;
  - 43.1.2** alter the structure and/or the timing of this RFT or the Tendering Process;
  - 43.1.3** vary or extend any time or date specified in this RFT
  - 43.1.4** terminate the participation of any Bidder or any other person in the Tendering Process;
  - 43.1.5** require additional information or clarification from any Bidder or any other person;
  - 43.1.6** provide additional information or clarification;
  - 43.1.7** negotiate with any one or more Bidder;
  - 43.1.8** call for new Bid;
  - 43.1.9** reject any Bid received after the Closing Time; or
  - 43.1.10** Reject any Bid that does not comply with the requirements of this RFT.

### **44 GOVERNING LAWS**

- 44.1** This RFT and the Tendering Process are governed by the laws of the Republic of South Africa.
- 44.2** Each Bidder must comply with all relevant laws in preparing and lodging its Bid and in taking part in the Tendering Process.
- 44.3** All Bids must be completed using the English language and all costing must be in South African Rand.

### **45 MANDATORY QUESTIONS**

- 45.1** Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document, and, are required to explicitly state "Comply/Accept" or "Do not comply/Do not accept" (with a  $\checkmark$  or an X) regarding compliance with the requirements. Where necessary, the Bidders shall substantiate their response to a specific question.

NOTE: It is mandatory for Bidders to complete or answer this part fully; failure to do so result the Bid being treated as incomplete the Bid may be disqualified.

**45.1.1**

This Bid is subject to the DENEL GROUP PROCUREMENT TERMS AND CONDITIONS stipulated in this RFT document.	<b>Accept</b>	<b>Do not accept</b>

**45.1.2**

The laws of the Republic of South Africa shall govern this RFT and the Bidders hereby accept that the courts of the Republic of South Africa shall have the jurisdiction.	<b>Accept</b>	<b>Do not accept</b>

**45.1.3**

DENEL SOC LTD shall not be liable for any costs incurred by the Bidder in the preparation of response to this RFT. The preparation of response shall be made without obligation to acquire any of the items included in any Bidder's proposal or to select any proposal, or to discuss the reasons why such vendor's or any other proposal was accepted or rejected.	<b>Accept</b>	<b>Do not accept</b>

**45.1.4**

DENEL SOC LTD may request written clarification or further information regarding any aspect of this proposal. The Bidders must supply the requested information in writing within two working days after the request has been made, otherwise the proposal may be disqualified.	<b>Accept</b>	<b>Do not accept</b>

**45.1.5**

In the case of Consortium, Joint Venture or subcontractors, Bidders are required to provide copies of signed agreements stipulating the work split and Rand value as well as the shareholding all parties involved (certified)	<b>Accept</b>	<b>Do not accept</b>

**45.1.6**

In the case of Consortium, Joint Venture or subcontractors, all Bidders are required to provide mandatory documents this includes a BEE certificate for the lead company as well as all partners/associates	<b>Accept</b>	<b>Do not accept</b>

**45.1.7**

DENEL SOC LTD reserves the right to; cancel or reject any proposal and not to award the proposal to the lowest Bidder or award parts of the proposal to different Bidders, or not to award the proposal at all.	<b>Accept</b>	<b>Do not accept</b>

**45.1.8**

Where applicable, Bidders are required to submit back-to-back agreements and service level agreements with their principals.	<b>Accept</b>	<b>Do not accept</b>

**45.1.9**

By submitting a proposal in response to this RFT, the Bidders accept the evaluation criteria as it stands.	<b>Accept</b>	<b>Do not accept</b>

**45.1.10**

Where applicable, DENEL SOC LTD reserves the right to run benchmarks on the requirement, during the evaluation and after the evaluation.	<b>Accept</b>	<b>Do not accept</b>

**45.1.11**

DENEL SOC LTD reserves the right to conduct a pre-award survey during the source selection process to evaluate contractors' capabilities to meet the requirements specified in the RFT and supporting documents.	<b>Accept</b>	<b>Do not accept</b>



**45.1.12**

Only the solution commercially available at the proposal closing date shall be considered. No Bids for future solutions shall be accepted.	<b>Accept</b>	<b>Do not accept</b>

**45.1.13**

The Bidder should not qualify the proposal with own conditions. <b>Caution:</b> If the Bidder does not specifically withdraw its own conditions of proposal when called upon to do so, the proposal response shall be declared invalid.	<b>Accept</b>	<b>Do not accept</b>

**45.1.14**

Should the Bidder withdraw the proposal before the proposal validity period expires, DENEL SOC LTD reserves the right to recover any additional expense incurred by DENEL SOC LTD having to accept any less favourable proposal or the additional expenditure incurred by DENEL SOC LTD in the preparation of a new RFT and by the subsequent acceptance of any less favourable proposal.	<b>Accept</b>	<b>Do not accept</b>

**45.1.15**

Should the parties at any time before and/or after the award of the proposal and prior to, and-or after conclusion of the contract fail to agree on any significant product price or service price adjustments, change in technical specification, change in services, etc. DENEL SOC LTD shall be entitled within 14 (fourteen) days of such failure to agree, to recall the letter of award and cancel the proposal by giving the Bidder not less than 14 (fourteen) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the	<b>Accept</b>	<b>Do not accept</b>

duration of such notice period, remain fixed on those fee/price applicable prior to the negotiations. Such cancellation shall mean that DENEL SOC LTD reserves the right to award the same proposal to next best Bidders as it deems fit.		
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**45.1.16**

In the case of a consortium or JV, each of the authorised enterprise's members and/or partners of the different enterprises must co-sign this document/bid submission.	<b>Accept</b>	<b>Do not accept</b>

**45.1.17**

Any amendment or change of any nature made to this RFT shall only be of force and effect if it is in writing, signed by DENEL SOC LTD signatory and added to this RFT as an addendum.	<b>Accept</b>	<b>Do not accept</b>

**45.1.18**

Failure or neglect by either party to (at any time) enforce any of the provisions of this proposal shall not, in any manner, be construed to be a waiver of any of that party's right in that regard and in terms of this proposal. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this proposal, or prejudice the right of that party to institute subsequent action.	<b>Accept</b>	<b>Do not accept</b>

**45.1.19**

All services supplied in accordance with this proposal must be certified to all legal requirements as per the South African law.	<b>Accept</b>	<b>Do not accept</b>

**45.1.20**

No interest shall be payable on accounts due to the successful Bidder in an event of a dispute arising on any stipulation in the contract or payment delay's.	<b>Accept</b>	<b>Do not accept</b>

**45.1.21**

Evaluation of Bids shall be performed by an evaluation panel established by DENEL SOC LTD.  Bids shall be evaluated on the basis of conformance to the required specifications as outlined in the RFT. Points shall be allocated to each Bidder, on the basis that the maximum number of points that may be scored for price is 80, and the maximum number of preference points that may be claimed for HDI (according to the PPPFA) is 20.	<b>Accept</b>	<b>Do not accept</b>

**45.1.22**

If the successful Bidder disregards contractual specifications, this action may result in the termination of the contract.	<b>Accept</b>	<b>Do not accept</b>

**45.1.23**

The Bidders' response to this Bid, or parts of the response, shall be included as a whole or by reference in the final contract.	<b>Accept</b>	<b>Do not accept</b>

**45.1.24**

Should the evaluation of this Bid not be completed within the validity period of the Bid, DENEL SOC LTD has discretion to extend the validity period.	<b>Accept</b>	<b>Do not accept</b>

**45.1.25**

Upon receipt of the request to extend the validity period of the Bid, the Bidder must respond within the required time frames and in writing on whether or not he/she agrees to hold his/her original Bid response valid under the same terms and conditions for a further period.	<b>Accept</b>	<b>Do not accept</b>

**45.1.26**

Should the Bidder change any wording or phrase in this document, the Bid shall be evaluated as though no change has been effected and the original wording or phrasing shall be used.	<b>Accept</b>	<b>Do not accept</b>

---

Signature(s) of Bidder or assignee(s)

Date

---

Name of signing person (in block letters)

---

Capacity

---

Are you duly authorized to sign this Bid?

---

Name of Bidder (in block letters)

Postal address (in block letters)

Domicilium citandi et executandi in the RSA (full street address of this place) (in block letters)

.....

.....

.....

.....

.....  
Telephone Number:.....FAX number.....

Cell Number: .....

Email Address.....

## **PART D: STATEMENT OF WORK**

### **PURPOSE**

The purpose of this RFT is to obtain proposals from suitably qualified and experienced service providers.

A formal tender process to select and contract a service provider (or service providers) for a period of three years to render the services as required.

**The contract will be involve a staggered approach on the various sites due to the fact that various sites already have agreements in place, hence bidders must note a “roll off roll on” approach**

Denel SOC Ltd (hereinafter referred to as “Denel” and/or “Denel Group”) comprises of several business entities. The business entities have been re-organised into 7 (seven) clusters namely:

<b>Cluster</b>		<b>Size</b>
Irene		+/-70 000
Kempton Park		+/-270 000
Lyttelton		+/-58 509
Pretoria Metal Pressing		+/-117 084
Benoni		
Alrode		

<b>Division</b>	<b>Campus</b>	<b>Building Name and description</b>	<b>Foot print/ Square metre</b>	<b>Type of cleaning required</b>	<b>Night/day shift</b>	<b>NKP Security area Y/N</b>

**Background**

Denel Group requires the services of a cleaning service provider for the provision of good quality cleaning service

The scope of works includes cleaning of building’s internal floors, ablutions, kitchens, external surroundings, deep cleaning, vacuuming and other cleaning-related and complementary services. The Service provider shall provide all necessary machinery, tools and materials for the proper cleaning of above mentioned areas and execution of the work. Such machinery and materials shall be of a high standard, appropriately maintained and suitable for use within the Buildings. The Service provider shall ensure that the OHS Act and any other relevant legislative prescripts, policies and procedures are observed, and shall ensure that all cleaning functions and activities are carried out in a compliant manner.

**Service requirements**

**General Service requirement**

1. The Service provider is duly required to ensure the neat appearance of all Denel’s buildings and offices inclusive of reception areas at all times. Effectiveness of manual cleaning depends on the worker, therefore Denel requires all personnel to be appropriately trained in the cleaning competencies needed for the service that they provide.
2. The Selected bidder shall conduct proper training and induction of cleaning requirements to ensure personnel are well-trained in all areas they service.
3. The Service provider shall provide suitable equipment, protective clothing and training on proper use of chemicals, to ensure appropriate safety and wellness measures are taken to protect his employees and those of Denel.
4. The Selected bidder’s cleaning programme must demonstrate fair distribution of the work-load; ensuring that each and every person is productive at all times.

5. This contract requires hands-on supervision with each Supervisor being aware of the contribution of their personnel. The Supervisor must be able to address competency gaps, and ensure the personnel receive the required training on a regular basis, Denel shall require evidence of training and development
6. The bidder shall meet the minimum capacity requirements for resources i.e. plant, machinery and personnel.
7. The Service provider shall take cognisance that cleaning service is regarded as an essential service and shall therefore ensure the continuity of service in the event of employees' absenteeism, sickness or any form of leave, during industrial action or any other service interruptive actions.
8. Duties and responsibilities assigned to personnel must be well balanced in the allocated working area.
9. The Service provider shall consider and adopt industry cleaning standards and norms where personnel are kept up to date with new developments, cost saving initiatives are institutionalised, appropriate benchmarks for cleaning in terms of type of cleaning required, frequency of such cleaning, correct cleaning methods that not damage surfaces and upholsteries are used and correct chemicals and equipment are at all times used.
10. Working hours are 07h30 to 16h00 (Day Shift) and 17H00 to 22H00 (Night shift) weekdays Monday to Friday and on weekends where required. Working hours exclude public holidays.
11. Denel shall monitor the cleaning activities to ensure adherence to the agreement.

**Personnel requirements**

1. The average personnel requirements are as indicate in Table A below. Figures are indicative staff compliment based on historic service level requirements and are therefore intended to serve as minimum requirement.
2. Bidder is expected to allocate as a minimum the number of personnel stipulated in the schedule to the contract.
3. The Successful Bidder shall deploy the total number of personnel contracted for to site, daily for the total number of designated hours for entire duration of the contract. Not at any point shall there be less staff than was agreed.

Division	Campus	Building Name and description	Foot print/ M2	Type of cleaning required	Night/day shift	NKP Security area Y/N	Total staff allocation	Total cost per 1 x cleaner

4. The contractor shall bear sole responsibility for the recruitment, training, and provision of uniform, remuneration and engagement with cleaning personnel whatsoever is required for the provision cleaning services.
5. The Successful Bidder shall provide to Denel, 14 days prior to appointment, with the identity documents of all staff allocated to the contract, specifying whether they are employed on a permanent or temporary basis and furthermore supply copies of identification documents for each individual.
6. Denel prefers a low supervisor to personnel ration to avoid Supervisors being overwhelmed by the large number of employees to supervise.
7. There must be good coordination and communication between supervisors and their subordinate, and teams must be efficiently managed.

### **Cleaning personnel**

1. Cleaners should be observant, keen, alert, efficient, willing and pleasant; and adequately trained to guarantee a high cleaning standard.
2. Personnel shall at all times be neatly dressed in identifiable uniform.
3. The Successful Bidder is encouraged to retain their staff for total duration of the contract, however in the event of staff replacement; the Contractor shall inform Denel in writing immediately prior to the replacement of any staff and submit identification of the new appointee(s).
4. The Service provider shall immediately substitute any staff found to be absent for whatever reason in order to ensure continued of service, all relevant Denel staff shall be notified as to such temporary replacements/stand ins
5. Personnel shall report maintenance matters, faults, and health and safety concerns to their supervisor for attention. Supervisors must follow up and escalate maintenance issues to Property Management on the respective Denel campuses.

### **Relief staff**

1. The Service provider is responsible for providing a continuous service to Denel. If a cleaner is ill, away or on leave, it is the Service provider's responsibility to ensure that the service is still provided, as such shall make alternative arrangements.
2. The contractor is expected to have bank of temporary relief staff as contingency to absenteeism.
3. The Site Manager shall be responsible for the proper arrangement of substitute staff and such person shall be on site for total working hours for the total days for which they are required.
4. In case of emergency or unplanned leave, the Site Manager shall be allowed until 09h00 to have the substitute staff on site.

### **The Supervisor**

1. The Supervisor, who has sound knowledge and experience in supervising cleaning works for high quality buildings, shall effectively supervise cleaning personnel and all daily operations at the Contractor's own cost.
2. Such supervisor shall be on the premises daily to report and where possible remedy any faults or irregularities which may affect daily operation.
3. The Supervisor must escalate all faults, health and safety concerns and maintenance issues reported by personnel to Property Management on the respective Denel campuses.



4. The onsite Supervisor must be trained and understand the contract requirements so they can translate the requirements into tasks that a cleaning person can handle and execute in a timely manner.
5. The Supervisor must furthermore ensure the balance of activities between personnel, working time, equipment and supplies required to execute the tasks.
6. The supervisor shall draw-up daily work schedules for staff under their management.
7. The Supervisor shall ensure relevant personnel are registered in the work schedules including areas to which they are assigned.
8. Supervisor shall ensure the monitoring schedule is displayed on rest room doors and shall be responsible for the management and sign off of the schedule during hourly rounds.
9. The Supervisor shall keep accurate records of attendance of staff and work schedules. These records must be made available to Denel's Property Management/representatives when required.
10. The Supervisor shall perform daily walk-about and evaluation of all cleaning operations for areas under their supervision.
11. The onsite Supervisor must be able to conduct a work orientation of the service, which personnel are to provide in areas of the buildings.
12. The Supervisor must be able to train personnel. This would include on the job training and facilitation of personnel to ensure they understand the layout of their run, the time allotted for each task, equipment and chemicals utilised and their proper and safe use.
13. The Supervisor must ensure balanced and even distribution of equipment and consumables between personnel.
14. The onsite Supervisor must have sufficient soft skills to engage personnel, building manager/s and Denel employees who may have need of his/her time and attention.
15. People skills, basic math, training ability and scheduling are few of the skill sets required of competent Supervisor assigned to this contract.
16. A well-motivated supervisor shall go a long way in providing good service to Denel and its employees.

### **Site Manager/Customer Service Manager**

1. The Service provider shall appoint a Site Manager/Customer Service Manager to the contract (per site).
2. The Manager shall have the experience and competence to address contractual and service problems, provide guidance to supervisors and personnel alike, remedy situations that arise and present feedback to Denel's campus specific Property Manager's as required.
3. Denel representative's shall direct all communication to the Manager of their delegated person regarding any service and contract related matters and the onus shall rest with the Manager to communicate further to Supervisors and cleaning staff and/or remedy the situation as the situation may require.

### **Training**

1. Training shall be given to the staff and be exposed to mentoring and coaching.
2. Staff shall be afforded the opportunity to be upskilled and developed during the course of the contract.
3. The bidder shall provide a comprehensive training plan on formal and on the job training various skills and modules.
4. The selected bidder is expected to conduct refresher training for personnel, assess skill gaps and developmental needs and provide the needed training to personnel.

## **Site File**

1. The appointed service provider is required to provide a Denel specific Site File which will include all statutory and management information and documents such as:  
OHS Policy and Procedures;  
Safe works Procedures;  
Risk Assessments Procedures;  
Department of Labour documents e.g. COID, UIF and etc.
2. The Service provider will be required to provide a comprehensive site file within 30 days after appointment.
3. The service provider will conduct a site assessment and to update, if required, any of its standard procedures as listed above, to suit any Denel specific site requirements.

## **Orientation sessions**

1. Orientation sessions will be conducted annually by the respective Denel Property Manager's for the newly appointed Service provider and staff.
2. Newly appointed staff will be orientated if there is staff turnover during the contract period. However, the selected bidder is encouraged to retain their staff for total duration of the contract and a plan on how this will be achieved should be submitted.

## **Meetings**

1. Monthly meetings shall be held between Campus specific Property Management, Contract manager/Site manager to discuss the contract and service.  
Minutes of these must be kept in the Site file and be made available to Denel Property Management on request.
2. Emergency meetings may be held in urgent and emergency situations.
3. The Service provider shall hold monthly meetings with personnel to discuss among other things hygiene and cleanliness, Occupational Health and Safety, skills and development, training etc.

## **General Service requirements**

1. The Contractor shall provide and promote good customer service
2. Display openness and transparency
3. Utilise protective clothing in all cleaning functions as appropriate
4. Ensure timeous cleaning of venues before and after events
5. Display signage all times in areas where cleaning personnel are working.
6. Cleaning during emergencies:  
: In the event of an emergency, cleaning service must only be conducted as soon as it is deemed safe to do so.  
: In the event of flooding, emergency cleaning must be undertaken within 24 hours or as soon as deemed safe.
7. Contractor's staff are prohibited from taking in their possession any objects property of Denel or its employees irrespective of size or value, this action would result in immediate dismissal should the contractors staff be found guilty

## Equipment

1. The service Provider shall supply all equipment and tools required to render the daily cleaning service.
2. Maintenance of equipment shall be responsibility of the Service Provider and all costs associated with maintenance of equipment shall be borne by the service provider solely.
3. The Service Provider shall ensure that defective equipment is either replaced or repaired as the case may require, within 24 hours from the time that such defective equipment is reported by personnel or Denel Property Management.

<b>Equipment List (Basic)</b>	<b>Type</b>
Low noise industrial vacuum cleaners	
Mops/mop caddy	
Floor machines and furnishers	
Mop bucket and wringer	
Pressure washer	
Mops and pads	Microfiber
Wet/dry mop	
Janitorial trolleys	
Cleaning caddy	
Buckets	Single and double bucket
Industrial cleaner	
High pressure cleaner	
Industrials scrubbing machine with buffing accessories	
Colour coded cleaning cloths	Microfiber (3 per cleaner)
Brooms	Hard and soft brooms
Extension cord	
Caution/hazard sign	
Toilet brushes	
General purpose/ Heavy duty elbow-length gloves	
Spray bottle	
Dustpan and brush sets	
Feather duster	short and long
Plastic putty knife/soft scrub (to scrape soap scum)	

Scrubby sponge/ sponges	
Dish scrubber	
plunger	
Knee pads	
Flood pumper	
Squeegee	
Janitor's cart with heavy duty bag	

4. Great care must be taken to assure that brushes and equipment are cleaned to avoid cross-contamination
5. Cloths, mops and pads must be laundered after use and dried as necessary.
6. No dirty or foul smelling equipment shall be used.

**Kindly provide a full account of your equipment list in addition to the basic table (provide in the exact same format please)**

#### **Cleaning consumables**

1. The contractor shall provide chemicals and materials which are not harmful to either persons or the environment.
2. Denel has preferred products based of historic use. However their proposed use will not advantage the tenderer in any way.
3. Alternative products may be considered provided they are proven safe and desirable.
4. Such alternative products may be subject to Denel's prior approval, and samples may be required from shortlisted bidders when appropriate during the tender process.

<b>List of consumables (Basic representation only)</b>
Ammoniated cleaner
Ammonia stripper/ non ammoniated stripper
Liquid polish stripper
Heavy duty refuse bags
All Purpose cleaner (For removal of lime and urine deposits on toilet bowls. Thick. Highly foaming. Extremely acidic)
Toilet scrubber
Antiwax
General degreaser
Probiotic Cleaner
Anti-static cleaner

Floor emulsion polish and wax
Shoe covers
Disposable gloves
Deep cleaning liquid
Wood polish
Window cleaner
Dishwasher
Furniture Polish
Colour coding cloth
Mutton cloth
General disinfectant
Heavy duty soap
Neutral soap
Carpet cleaner/ shampoo
Paper towels and cleaning rags
Waste bags (to fit rubbish bins)
Air freshener
Antibacterial soap
Dish soap
Bleach
Anti-dust spray
Insecticides
Two ply toilet paper
One ply toilet paper

**Kindly provide a full account of your consumable list in addition to the basic table (provide in the exact same format please)**

**Scope of service and schedule**

1. The Service provider shall render good quality service wherein proper equipment, biodegradable chemicals and material are used, well trained personnel and experienced supervisors provide the cleaning service and general expertise is applied in ensure a satisfactory service.
2. Cleaning personnel shall have access to areas in the building as inducted by the campus specific Property manager. Personnel should be allowed to carry out their duties in these areas, unless a department requests differently.

3. The confidentiality and sensitivity of some work areas must be considered; therefore reasonable arrangement must be made with Property management for access to these areas.
4. It shall be the responsibility of related employees to ensure adherence to good governance and have all confidential documentation kept under lock and key.

### **Price proposal**

Complete **Annexure A** as attached to this document, Annexure A must be completed and submitted as part of the pricing proposal failure to submit this document will result in the bidder's submission being disqualified

### **Pricing**

All prices must be quoted in South African Rand on a fixed price basis, excluding VAT.

### **Prices Subject to Confirmation**

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

### **Binding Offer**

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

### **Disclaimers**

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

- a) Modify the RFT's goods / service(s) and request Bidders to re-bid on any changes;
- b) Reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- c) Disqualify Quotations/Proposals submitted after the stated submission deadline;
- d) Not necessarily accept the lowest priced Quotation or an alternative bid;
- e) Reject all Quotations, if it so decides;
- f) Place an order in connection with this Quotation at any time after the RFT's closing date;
- g) Award only a portion of the proposed goods / service/s which are reflected in the scope of this RFT;
- h) Split the award of the order/s between more than one Supplier/Service Provider should it at Denel's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;

- l) Make no award at all;
  - j) Validate any information submitted by Bidders in response to this bid. This would include, but is not limited to, requesting the Bidders to provide supporting evidence. By submitting a bid, Bidders hereby irrevocably grant the necessary consent to Denel to do so;
  - k) Request audited financial statements or other documentation for the purposes of a due diligence exercise;
  - l) Not accept any changes or purported changes by the Bidder to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provides for it;
  - m) Award the business to the next highest ranked bidder, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so, provided that the preferred bidder is still prepared to provide the required goods at the quoted price.
- Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required goods at their quoted price, even after they have been issued with a Letter of Regret;
- m) Not clarify the price as submitted in case of arithmetical errors, given time restrictions;
  - n) Cancel the contract and/or place the Bidder on Denel's list of Restricted Suppliers, should a contract be awarded on the strength of information furnished by the Bidder, which after conclusion of the contract, is proved to have been incorrect;
  - o) Award business to the highest scoring bidder/s unless objective criteria justifies the award to another bidder; and/or
  - p) Undertake post-tender negotiations [PTN] with selected Bidders or any number of short-listed Bidders. Such PTN can include, at Denel's option, any evaluation criteria listed in this RFT document. In the event of any Bidder being notified of such short-listed/preferred bidder status, his/her Denel Request for Proposal No **385/16/06//2017** for the Provision of Office Cleaning and Hygiene services to the Denel Group bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.

Kindly note that Denel will not reimburse any Respondent for any preparatory costs or other work performed in connection with its Proposal, whether or not the Respondent is awarded a contract.

**Denel reserves the right to lower the threshold for Technical from 70% to 60% if no Bidders pass the predetermined minimum threshold.**

## PAYMENT TERMS

The service provider shall note and accept Denel SOC Ltd.'s payment terms as the standard of 30 days after month-end statement

### Mandatory Returnable Documents

#### Annexure A – Pricing Proposal

Denel Division	Total square meter on campus (Foot print)	Description	Unit	Quantity	Rate Per Month	Total
		Preliminary & General				
		Cleaning of all buildings (interior and exterior), kitchen duties, toilet duties, including supervision	month	36		
		Provision of 1 x cleaner	month			
		Provision of 1 x supervisor	month			
		Provision of 1 x site manager	month			
		Uniform cost per 1 x cleaner for a complete set				
		Uniform cost per 1 x site manager for a complete set				
<b>Total ( incl. VAT )</b>						
Denel Division	Total square meter on campus (Foot print)	Description	Unit	Quantity	Rate Per Month	Total
		Preliminary & General				
		Cleaning of all buildings (interior and exterior), kitchen duties, toilet duties, including supervision	month	36		
		Provision of 1 x cleaner	month			
		Provision of 1 x supervisor	month			
		Provision of 1 x site manager	month			
		Uniform cost per 1 x cleaner for a complete set				



		Uniform cost per 1 x site manager for a complete set				
<b>Total ( incl. VAT )</b>						
Denel Division	Total square meter on campus (Foot print)	Description	Unit	Quantity	Rate Per Month	Total
		Preliminary & General				
		Cleaning of all buildings ( interior and exterior), kitchen duties, toilet duties, including supervision	month	36		
		Provision of 1 x cleaner	month			
		Provision of 1 x supervisor	month			
		Provision of 1 x site manager	month			
		Uniform cost per 1 x cleaner for a complete set				
		Uniform cost per 1 x site manager for a complete set				
<b>Total ( incl. VAT )</b>						
Denel Division	Total square meter on campus (Foot print)	Description	Unit	Quantity	Rate Per Month	Total
		Preliminary & General				
		Cleaning of all buildings ( interior and exterior), kitchen duties, toilet duties, including supervision	month	36		
		Provision of 1 x cleaner	month			
		Provision of 1 x supervisor	month			
		Provision of 1 x site manager	month			
		Uniform cost per 1 x cleaner for a complete set				

		Uniform cost per 1 x site manager for a complete set				
<b>Total ( incl. VAT )</b>						
<b>Denel Division</b>	<b>Total square meter on campus (Foot print)</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate Per Month</b>	<b>Total</b>
		Preliminary & General				
		Cleaning of all buildings ( interior and exterior), kitchen duties, toilet duties, including supervision	month	36		
		Provision of 1 x cleaner	month			
		Provision of 1 x supervisor	month			
		Provision of 1 x site manager	month			
		Uniform cost per 1 x cleaner for a complete set				
		Uniform cost per 1 x site manager for a complete set				
<b>Total ( incl. VAT )</b>						
<b>Denel Division</b>	<b>Total square meter on campus (Foot print)</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate Per Month</b>	<b>Total</b>
		Preliminary & General				
		Cleaning of all buildings ( interior and exterior), kitchen duties, toilet duties, including supervision	month	36		
		Provision of 1 x cleaner	month			
		Provision of 1 x supervisor	month			
		Provision of 1 x site manager	month			
	1	Uniform cost per 1 x cleaner for a complete set				

		Uniform cost per 1 x site manager for a complete set				
<b>Total ( incl. VAT )</b>						
<b>Denel Division</b>	<b>Total square meter on campus (Foot print)</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate Per Month</b>	<b>Total</b>
		Preliminary & General				
		Cleaning of all buildings ( interior and exterior), kitchen duties, toilet duties, including supervision	month	36		
		Provision of 1 x cleaner	month			
		Provision of 1 x supervisor	month			
		Provision of 1 x site manager	month			
		Uniform cost per 1 x cleaner for a complete set				
		Uniform cost per 1 x site manager for a complete set				
<b>Total ( incl. VAT )</b>						

### Annexure B

Brief profile (of no longer than a page) of each member of the proposed team and the role that they will play in the services

This document(s) is to be prepared and submitted by the bidders as Annexure B to their Bid.

**Annexure C****TAX CLEARANCE CERTIFICATE REQUIREMENTS**

**It is a condition of bid that the taxes of the successful bidder must be in order, or that Satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.**

- 1) In order to meet this requirement bidders are required to complete in full the attached form TCC 001
- 2) "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally.
- 3) The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 4) SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 5) The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 6) In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate
- 7) Tax Clearance Certificate 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
- 8) Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

SBD2 tax clearance

**Note: Valid Original Tax Clearance Certificate is mandatory (bidders may also provide Tax Compliance Pin)**

**DECLARATION OF INTEREST**

- 1. Is the Bidder or any person connected with or employed by the Bidder or an entity which forms part of the Bidder, aware of any fact which may give rise to an actual or perceived conflict of interest on the part of the Bidder, DENEL SOC LTD or any person involved in the evaluation or adjudication of this Bid?

<b>YES</b>	<b>NO</b>

- 2. If the answer to 1 above is "Yes", Bidders are required to set out, in detail immediately below, the facts which may give rise to an actual or perceived conflict of interest and identify the individuals to which those facts relate.


- 3. In addition, Bidders are required to complete the following:

3.1. Full Name of Bidder or his or her representative:  
 .....

3.2. Identity Number:  
 .....

3.3. Position occupied in the Company (director, trustee, shareholder<sup>1</sup>):  
 .....

3.4. Company Registration Number:  
 .....

3.5. Tax Reference Number:  
 .....

3.6. VAT Registration Number: .....

3.7. The names of all directors / trustees / shareholders / members, their individual identity

---

<sup>1</sup> "Shareholder" means a person who owns shares in the company.

numbers, tax reference numbers and, if applicable, employee / personnel numbers must be indicated in paragraph 4 below.

3.8. 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:  
.....  
.....  
.....  
.....

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

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

.....  
.....  
.....

3.9. 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 particulars:  
.....  
.....

.....

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

<b>YES</b>	<b>NO</b>

If so, furnish particulars:

.....  
.....  
.....

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

<b>YES</b>	<b>NO</b>

If so, furnish particulars.

.....  
.....  
.....

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

<b>YES</b>	<b>NO</b>

If so, furnish particulars:

.....  
.....  
.....

**4. Full details of owners, directors / trustees / members / shareholders.**

Full Name	Identity Number	Personal Reference Number	Tax Number	State Number	Employee Peral Number


**DECLARATION**

I, THE UNDERSIGNED (NAME).....

CERTIFY ON BEHALF OF THE BIDDER THAT THE INFORMATION FURNISHED IN THIS DECLARATION IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 15 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder



## Annexure E

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

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

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

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any

manner required by the purchaser.

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

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

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

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

**4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

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

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

**5. BID DECLARATION**

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

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor: = .....(maximum of 10 or 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

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

*(Tick applicable box)*

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

**(Tick applicable box)**

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

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
	√	√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

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

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
COMPANY CLASSIFICATION

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

8.6 Total number of years the company/firm has been in business:.....

8.7 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 contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
--

<p>..... SIGNATURE(S) OF BIDDERS(S)</p>
<p>DATE:.....</p> <p>ADDRESS.....</p>

## Annexure F

## ANNEXURE F

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME).....**

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of Bidder**

## Annexure G

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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



## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) Has been requested to submit a bid in response to this bid invitation;
  - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) Methods, factors or formulas used to calculate prices;
  - (d) The intention or decision to submit or not to submit, a bid;
  - (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) Bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

**<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**

.....  
SignatureDate

.....  
Position Name of Bidder

## **Annexure H**

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

## **Annexure I**

Bidders are required, as annexure I to their Bids, to submit certified copies of the latest share certificates of the company as well of all relevant companies

## **Annexure J**

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

## **Annexure K**

Bidders are required to include, as Annexure K to their Bids, supporting documents to their responses to the Pre – Screening Criteria.

Where the supporting document is the profile of a member of the Bidder's proposed team, this should be indicated.

## **Annexure L**

General Conditions of Contract

## **Annexure M**

CSD Registration Summary Report

## Annexure N

### Detailed statement of work

Annexure N defines the requirements of the service provider, the list is however not limited to the services required and should serve as a basic guideline in terms of Denel's requirement

Areas to be cleaned
Main entrance
Stairs
Office and passages (Including boardrooms, store rooms etc.
Toilets (Ladies/Gents)
Deep cleaning
Kitchen
Entertainment areas bars
Lifts
Windows
Lobby's on floors out side windows

### DUTIES

Office and Passages
Carpets
Vacuum
Spot clean
Steam clean

### 1. OFFICES AND PASSAGES

Carpets
Vacuum
Spot clean
Steam clean
Clean all telephone and disinfect
Dust all high ledges and fittings
Dust all horizontal surfaces (low level)
Dust all vertical surfaces (walls, cabinets, etc. to height of 2 meters)
Dust all windows ledges/calls (low and high)

### 2. WASTE DISPOSAL (OFFICES, KITCHENS AND TOILET)

Empty and clean all ashtrays
Empty and clean all waste baskets and receptacles
Remove all waste to bins
Remove all waste of all sites Waste removal from the offices daily
Waste removal from sites/campuses once weekly

### 3. WALLS/DOORS AND PAINTWORK/WALL PAPER

Spot clean all low surfaces (finger marks, etc.)
--

Washing of entire walls
-------------------------

### 4. GLASS DOOR AND METAL WORK

Spot clean main entrance glass doors
--------------------------------------

Clean or polish all bright metal fittings to doors/frames
---

### 5. ENTRANCE FOYER/RECEPTION/RECEPTION OFFICE/LOBBY'S

Sweep entrance foyer and entrance
-----------------------------------

Clean door mats and dust blinds
---------------------------------

Damp clean counter tops
-------------------------

Damp mop
----------

Machine buff
--------------

Clean up Lobby's outside windows
----------------------------------

### 6. TOILETS

Empty and clean all waste receptacles
---------------------------------------

Clean and sanitize all W.C. bowls, basins and urinals/-outlets
--

Clean all mirrors
-------------------

Damp mop floors with disinfectant
-----------------------------------

Clean all metal fittings
--------------------------

Spot clean wall tiles, doors W.C. partitions
--

Treat against staining, fungal and bacterial growth
---

Replenish two - ply toilet paper
----------------------------------

Replenish one – ply toilet paper
----------------------------------

Wipe clean hand dryers and all other fixed services
---

Deep clean all urinals once weekly
------------------------------------

### 7. WINDOW CLEANING

Clean interior faces of all windows
-------------------------------------

Clean exterior faces of all windows (low & high)
--

Clean main entrance foyer glass windows internally and externally
---

### 8. VERTICAL BLINDS

Dust
------

Wash
------

### 9. MISCELLANEOUS

Polish desk and office furniture
----------------------------------

Material –covered furniture to be vacuumed
--

Material – covered furniture to be steam cleaned
--

## 10. KITCHENS

Floors to be damp mopped
Sinks to be cleaned
Cupboard to be damp wipe
Cupboard to be washed (inside)
Wipe clean all electrical equipment and or other

## 11. Lifts

Floors mats to be removed and cleaned
Walls and fittings to be cleaned
Refuse from floors to be removed
Doors / door frames (externally and internally to be damp cleaned)
Ceiling grids to be dusted

## 12. RAMP/GUARD HOUSE AT ENTRANCE

All surfaces refuse to be removed
Around buildings to be swept

## 13. EXTERNAL AREA AT MAIN ENTRANCE, AREA IN FRONT OF ABLUTION

All surfaces refuse to be removed
Area to be swept

## 14. ENTERTAINMENT AREAS/BARS AND LAPAS (inside & outside)

Floor to be vacuumed or damp mopped
Surface - refuse to be removed
Counter tops/bar tops to be damp wiped
Area to be swept

## 15. STAIRS / LANDINGS / BALUSTRADES

Floors to be vacuumed / swept
Ceramic floors to be damp mopped
Wall panels to be damp wiped

## 16. LIFT FOYER

Floors to be vacuumed
Ceramic floors to be damp mopped
Wall panels to be damp wiped
Disinfect rails and handles weekly

## 17. SUPERVISION

Full time supervision to be provided by Contract
Quality Control will be done by client on site (sign off of job cards)

**18. EQUIPMENT/MATERIALS/CONSUMABLES**

To be provided by Contractor and delivered timeously
Vacuum cleaners
Polishers
Brooms
Mops
All cleaning chemicals (should be environmentally friendly cleaning products)
Consumables .e.g. toilet paper of an acceptable standard
Toilet paper 1 and 2 ply per month
Buckets
Necessary sign boards e.g. Caution and floor Wet/Slippery, etc.