



**REQUEST FOR PROPOSAL**

**KINDLY NOTE THAT THE FOLLOWING PRE-QUALIFICATION APPLIES TO THIS TENDER:**

IN ACCORDANCE WITH **PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000: PREFERENTIAL PROCUREMENT REGULATIONS, 2017 ONLY THE RESPONDENTS FALLING IN THE FOLLOWING CATEGORIES MAY RESPOND TO THIS RFP:**

**- RESPONDENTS WITH A B-BBEE STATUS LEVEL OF 1 to 2**

**AND**

**- COMPANIES WILLING TO ENTER INTO AGREEMENTS WITH BLACK PEOPLE LIVING WITH DISABILITIES (BPLWD) OWNED AND MANAGED COMPANIES, BY MEANS OF EITHER SUBCONTRACTING 30% OF THIS CONTRACT OR FORMING A JOINT VENTURE**

<b>YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF DENEL SOC LTD</b>	
<b>BID NUMBER:</b>	DEN001/02/10/17
<b>CLOSING DATE: FOR SUBMISSION OF PROPOSALS</b>	<b>11<sup>th</sup> JANUARY 2018 at 10H00 precisely</b>
<b>CLOSING TIME:</b>	10H00
<b>Closing date for tender enquiries</b>	<b>24<sup>h</sup> NOVEMBER 2017 at 10H00</b> all enquiries must be directed to <a href="mailto:Tenders@pmp.co.za">Tenders@pmp.co.za</a>  All responses to questions will be published on the e-Tender portal; bidders are responsible to obtain responses via e-Tender. Denel will not be held responsible for delayed or responses that are not viewed on the e-Tender portal - <a href="http://www.etenders.gov.za">www.etenders.gov.za</a>
<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 PROTECTIVE CLOTHING AND EQUIPMENT TO DENEL SOC LTD FOR A PERIOD OF THREE (3) YEARS AS AND WHEN REQUIRED.

<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 PERSON:</b>	
<b>EMAIL ADDRESS:</b>	
<b>TELEPHONE NUMBER:</b>	
<b>FAX NUMBER:</b>	
<b>BIDDER'S STAMP OR SIGNATURE</b>	

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**PART A: INVITATION FOR PROPOSAL**

**PURPOSE**

The purpose of this RFP is to obtain bids from suitably qualified and experienced suppliers, for the PROVISION OF PROTECTIVE CLOTHING AND EQUIPMENT TO DENEL SOC LTD FOR A PERIOD OF THREE (3) YEARS, AS AND WHEN REQUIRED.

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 and when required, may follow after conclusion of Denel's internal preliminary processes.

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF DENEL SOC LTD**

BID NUMBER: DEN001/02/10/17  
CLOSING DATE: 11<sup>TH</sup> JANUARY 2018 at 10H00 precisely  
CLOSING TIME: 10H00

**DESCRIPTION:**

REQUEST FOR TENDER (RFP) TO RENDER THE PROVISION OF PROTECTIVE CLOTHING AND EQUIPMENT TO DENEL SOC LTD AS AND WHEN REQUIRED.

**The successful Bidder will be required to sign a contract with DENEL SOC LTD and agree on a Service Level Agreement with each division for which the services will be provided to.**

**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 office hours (08:00 – 16:30) Monday to Friday.**

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

**THIS BID IS SUBJECT TO THE TREASURY'S GENERAL CONDITIONS OF CONTRACT AND OTHER SPECIAL CONDITIONS OF CONTRACT, WHICH ARE SET OUT IN PART C OF THIS DOCUMENT.**

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED).  
  
BIDDERS THAT ARE UNINCORPORATED CONSORTIA CONSISTING OF MORE THAN ONE LEGAL ENTITY MUST SELECT A LEAD ENTITY AND FURNISH THE DETAILS OF THE LEAD ENTITY, UNLESS OTHERWISE SPECIFIED.

<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>BBBEE 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 annexures that are part of the Bid Document

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

**YES      NO**

<input type="checkbox"/>	<input type="checkbox"/>	<p>One original Bid (1) (hard copy) with four (4) copies (hard copies) - (clearly marked as original and copies);</p> <p>Each submission must be divided and enclosed into two separate envelopes, one (1) for Pre-screening Criteria and Functional Evaluation, and one (1) for Price and Preferential Points.</p>
<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> PRICING STRUCTURE FOR RESOURCES AND EQUIPMENT
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure B:</b> Technical BID
<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 the 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> Pre –screening Criteria
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure L:</b> General Conditions of Contract (available on the National Treasury’s website)
<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> Contract form – purchase of goods/works (part 1)

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

### **1. DEFINITIONS**

In this Request for BIDs, 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 BID, containing an offer to provide goods, works or services in accordance with the Specification as provided in this RFP.
- 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 3 (Bid Timetable) in Part C, by which Tenders must be received.
- 1.10 **Evaluation Criteria** means the criteria set out under the clause 28 (Evaluation Process) of this Part C, which includes the Pre-screening Criteria, Functional Criteria (stage 1) and Price and Preferential Points (stage 2) Assessment.
- 1.11 **Functional Criteria** means the criteria set out in clause 27, referring to the quality specification of the Protective clothing and equipment in accordance with the relevant SABS standards- see Part C of this document
- 1.12 **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.
- 1.13 **NKP** means an area declared as a National Key Point area in terms of the National Key Points Act, Act 102 of 1980 as amended read with the regulations Directive A and B.
- 1.14 **PFMA** means the Public Finance Management Act 1 of 1999, as amended.
- 1.15 **PPPFA** means the Preferential Procurement Policy Framework Act 5 of 2000, as amended.
- 1.16 **PPPFA Regulations** means the Preferential Procurement Regulations 2011, published in terms of the PPPFA.

- 1.17 **Price and Preferential Points Assessment** means the process described in clause 35.4 of this document in Part C, as prescribed by the PPPFA.
- 1.18 **Proposed Contract** means the agreement including any other terms and conditions contained in or referred to in this RFP that may be executed between DENEL SOC LTD and the successful Bidder.
- 1.19 **Request for BID or RFP** means this document (comprising each of the parts identified under Part A, Part B, Part C and Part D) including all annexures and any other documents so designated by DENEL SOC LTD.
- 1.20 **SABS** means South African Bureau of Standards
- 1.21 **SARS** means the South African Revenue Service.
- 1.22 **Services** means the services required by DENEL SOC LTD, as specified in this RFP Part D.
- 1.23 **SLA** means Service Level Agreement.
- 1.24 **SOC** means State Owned Company
- 1.25 **Specification** means the conditions of tender set and any specification or description of DENEL SOC LTD's requirements contained in this RFP.
- 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 2 (Tender Manager) of this RFP 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)

## 1. INTERPRETATIONS

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

- 1.1 "includes" or "including" means includes or including without limitation; and
- 1.2 "R" or "Rand" is a reference to the lawful currency of the Republic of South Africa.

## 2. TENDER OFFICE

DENEL SOC LTD – Procurement

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

No questions will be answered telephonically.



Only questions, queries, clarifications which are submitted to this dedicated email address, will be addressed. These responses will be uploaded against this tender on National Treasury's e-Tender 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 RFP**

The 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 that will result in immediate disqualification of the Bidder.**

### 3. BID TIMETABLE

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

<b>Activity</b>	<b>Date</b>
Advertisement of tender	13 <sup>TH</sup> NOVEMBER 2017
RFP document available	13 <sup>TH</sup> NOVEMBER 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>
Closing date for tender enquiries	24 <sup>TH</sup> NOVEMBER 2017 at 10H00 All enquiries must be directed to <a href="mailto:Tenders@pmp.co.za">Tenders@pmp.co.za</a> All responses to questions will be published on the eTender portal; Bidders are responsible to obtain responses via eTender. Denel will not be held responsible for delayed or responses that are not viewed on <a href="http://www.etenders.gov.za">www.etenders.gov.za</a>
<b>Closing date and time</b>	<b>11<sup>TH</sup> JANUARY 2018 at 10H00 precisely</b>
Intended completion of evaluation of tenders	<b>26<sup>TH</sup> JANUARY 2018</b>
Indicative Date for Presentations (if required)	<b>31<sup>ST</sup> JANUARY 2018</b>
Intended formal notification of successful Bidder(s)	<b>9<sup>TH</sup> FEBRUARY 2018</b>
Signing of Service Level Agreement	<b>28<sup>TH</sup> FEBRUARY 2018</b>
Effective date to commence provision of products	<b>1<sup>st</sup> March 2018</b>

#### 4. SUBMISSION OF TENDERS

4.1 Hardcopies of Tenders are to be submitted to the address below:

Physical Address of Tender Box	Denel SOC Ltd Nellmapius Drive Irene Corporate Reception
Hours of access to Tender Box	Monday to Friday: 08h00 to 15Hh30
Information to be marked on package containing Tender <b>2 Envelope System</b> Indicate whether envelope pertains to Pre-screening Criteria and functional assessment”; <b>or</b> “price and preference points”	DENEL SOC LTD SCM Unit RFP Ref. No. DEN001/02/10/17 PROVISION OF PROTECTIVE CLOTHING AND EQUIPMENT TO DENEL SOC LTD FOR A PERIOD OF THREE (3) YEARS AS AND WHEN REQUIRED. Name of Bidder For Attention: Tender Office

4.2 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 requirements explained in the cover page and Part D of this RFP, 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.**

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

#### 5. REQUIREMENTS GOVERNING THIS RFP AND THE TENDERING PROCESS

5.1 Participation in the tender process is subject to compliance with the requirements stipulated in Part C of this RFP.

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

5.3 All Bidders are deemed to accept the requirements contained in Part C of this RFP.

5.4 The requirements contained in Part C of this RFP apply to:

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

5.4.2 the Tendering Process; and

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

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

6.1 This RFP is an invitation to person(s) / company(ies) to submit a BID(s) for the provision of the products / services as set out in the Specification contained in this RFP. Accordingly, this RFP must not be construed, interpreted, or relied upon, whether expressly or implicitly, as an offer capable of acceptance by any person(s), or as creating any form of contractual, promissory, or other rights. No binding contract or other understanding for the supply of 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.

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

7.1 Whilst all due care has been taken in connection with the preparation of this RFP, DENEL SOC LTD makes no representations or warranties that the content in this RFP 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.

7.2 If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by DENEL 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).

7.3 Any actual discrepancy, ambiguity, error or inconsistency in this RFP 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.

## **8. ADDITIONS AND AMENDMENTS TO THE RFP**

8.1 DENEL SOC LTD reserves the right to change any information in, or to issue any addendum to this RFP 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.

8.2 If DENEL SOC LTD exercises its right to change information in terms of clause 9.0 it may seek amended Tenders from all Bidders.

## 9. REPRESENTATIONS

No representations made by or on behalf of DENEL SOC LTD in relation to this RFP 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.

## 10. CONFIDENTIALITY

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

10.2 All information related to this RFP is to be treated with strict confidence. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from the provision of the Services which is either directly or indirectly related to Denel's business, written approval to divulge such information must be obtained from the Denel Group Supply Chain Executive.

## 11. REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION

11.1 All communications relating to this RFP and the Tendering Process must be directed to Tender Response, [Tenders@pmp.co.za](mailto:Tenders@pmp.co.za) email address only.

11.2 All questions or requests for further information or clarification of this RFP or any other document issued about the Tendering Process must be submitted to the Tender Response email address, in writing, and by e-mail only.

11.3 Any communication by a Bidder to DENEL SOC LTD will be effective upon receipt by the Tender Office

11.4 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.

11.5 DENEL SOC LTD shall provide all written notification or responses to Bidders questions (as posed to the dedicated email address which is [Tenders@pmp.co.za](mailto:Tenders@pmp.co.za) by **uploading a response document onto the National Treasury's e-Tender portal**, the portal can be accessed on <http://www.etenders.gov.za/>

11.6 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.

## **12. UNAUTHORISED COMMUNICATIONS**

- 12.1 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 12 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 RFP or the Tendering Process.
- 12.2 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.

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

- 13.1 Bidders may not seek or obtain the assistance of employees of DENEL SOC LTD in the preparation of their tender responses.
- 13.2 DENEL SOC LTD may in its absolute discretion, immediately disqualify a Bidder that it believes has sought or obtained such improper assistance.
- 13.3 Bidders must familiarize themselves with the implications of contravening the Prevention and Combating of Corrupt Activities Act, 2004 and any other relevant legislation.
- 13.4 Any improper communication, canvassing, or engagement with any Denel people/person/representative will result in immediate disqualification from the RFP process

## **14. ANTI-COMPETITIVE CONDUCT**

- 14.1 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:
  - 14.1.1 the preparation or lodgement of their Bid
  - 14.1.2 the evaluation and clarification of their Bid; and
  - 14.1.3 The conduct of negotiations with DENEL SOC LTD.
- 14.2 For the purposes of this clause 14, 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.
- 14.3 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.

## 15. COMPLAINTS ABOUT THE TENDERING PROCESS

- 15.1 Any complaint about the RFP 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.
- 15.2 The written complaint must set out:
- 15.2.1 the basis for the complaint, specifying the issues involved;
  - 15.2.2 how the subject of the complaint affects the organisation or person making the complaint;
  - 15.2.3 any relevant background information; and
  - 15.2.4 The outcome desired by the person or organisation making the complaint.
- 15.3 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.

## 16. CONFLICT OF INTEREST

- 16.1 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.
- 16.2 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 RFP. 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.
- 16.3 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.

## 17. LATE BIDS

- 17.1 Bids must be delivered by the stipulated Closing Time. The Closing Time may be extended by DENEL SOC LTD in its absolute discretion by providing written notice to Bidders.
- 17.2 **Bids delivered after the Closing Time or lodged at a location or in a manner that is contrary to that specified in this RFP will be disqualified from the Tendering Process and will be ineligible for consideration. No Late Tenders will be Accepted**
- 17.3 The determination of DENEL SOC LTD as to the actual time that a Bid is lodged is final. Subject to clause 17.2, 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.

## **18. BIDDER'S RESPONSIBILITIES**

18.1 Bidders are responsible for:

18.1.1 examining this RFP and any documents referenced or attached to this RFP and any other information made or to be made available by DENEL SOC LTD to Bidders in connection with this RFP;

18.1.2 Bidders are to ensure that they personally visit the National Treasury's eTender portal on a regular basis in order to download/retrieve feedback with regards to any/all responses with regards to this tender.

18.1.3 fully informing themselves in relation to all matters arising from this RFP, including all matters regarding DENEL SOC LTD 's requirements for the provision of the Services;

18.1.4 ensuring that their Bids are accurate and complete;

18.1.5 making their own enquiries and assessing all risks regarding this RFP, and fully considering and incorporating the impact of any known and unknown risks into their Bid;

18.1.6 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

18.1.7 Submitting all Compulsory Documents.

18.2 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.

18.3 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.

18.4 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 preference points, or another other claims as made or presented by the bidder, in any manner required by DENEL SOC LTD.

18.5 Failure to provide the required information may result in disqualification of the Bidder.

## **19. PREPARATION OF BIDS**

19.1 Bidders must ensure that:

19.1.1 their Bid is submitted in the required format as stipulated in this RFP; and

19.1.2 All the required information fields in the Bid are completed in full and contain the information requested by DENEL SOC LTD.

19.2 DENEL SOC LTD may in its absolute discretion reject a Bid that does not include the information requested or is not in the required format. All pricing templates must be fully adhered to, no changes or alterations will be accepted.

19.3 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.

19.4 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.

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

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

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

20.2 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.

20.3 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.

## **21. 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.

## **22. RESPONSIBILITY FOR BIDDING COSTS**

22.1 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.



- 22.2 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:
- 22.2.1 the Bidder is not engaged to perform under any contract; or
  - 22.2.2 DENEL SOC LTD exercises any right under this RFP or at law.

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

- 23.1 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:
- 23.1.1 as required by law;
  - 23.1.2 for the purpose of investigations by other government authorities having relevant jurisdiction;
  - 23.1.3 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.

### **24. USE OF BIDS**

- 24.1 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.
- 24.2 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.

### **25. 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.

### **26. CHANGES TO QUOTATIONS**

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

## 27. 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:

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

27.2 Preferential Procurement Regulations 2017 as per Gazette 10684

27.3 B-BBEE Act, 2003

## 28. BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS

As explained in more detail in the B-BBEE Preference Points Claim Form and as prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that Denel will award preference points to companies which 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.

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

## 29. BIDDERS WHO FORM JOINT VENTURES OR CONSORTIUMS

Respondents, who wish to respond to this RFP as a Joint Venture [JV] or consortium with Designated or Black People Living with Disabilities (BPLWD) owned companies, are encouraged to do so and must state their intention to do so in their RFP submission.

Such Respondents must also submit a signed JV or Consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners must submit confirmation in writing of their intention to enter into a JV or

consortium agreement should they be awarded business by Denel through this RFP process.

This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Denel.

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 an original consolidated B-BBEE certificate for the JV or a certified copy thereof at the Closing Date of this RFP, will result in a score of zero being allocated for B-BBEE.**

### **30. PRE- QUALIFICATION CRITERIA**

Denel has set prequalification criteria as follows:

- 30.1 Bidders must have a B-BBEE level of **1 to 2**
- 30.2 Successful bidders must be willing to sub-contract a minimum of 30% of the contract value to Black People Living with Disabilities Owned and Managed companies

**NB: Preference will be given to companies that are owned and managed by Black People Living with Disabilities.**

### **31. MINIMUM B-BBEE LEVEL**

Denel has decided to set a minimum B-BBEE threshold for participation in this RFP process. The minimum B-BBEE threshold in this instance is a B-BBEE Level 3, and Respondents who do not have at least this B-BBEE status or better will be disqualified

### **32. 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 which 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:  
\_\_\_\_\_.

### **33. 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 RFP 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 on-going 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

### **34. 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: \_\_\_\_\_.

### **35. EVALUATION PROCESS**

35.1 The Bids will be evaluated and adjudicated as follows:

#### **35.1.1 Pre-screening Criteria – Compliance Evaluation**

Only those Bidders which satisfy all 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 will be disqualified.

Mandatory conditions are listed in Part B of this document.

### 35.1.2 **First stage – Functional evaluation**

#### Phase 1

Bidders are evaluated based on the functional criteria set out in this RFP. Only those Bidders which score **70 points or higher (out of a possible 100)** during this phase of the functional evaluation will be evaluated during Phase 2 of the Bid.

The functional evaluation may include a presentation by the shortlisted Bidders or alternatively the said Bidders may be required to submit samples for evaluation. Denel SOC Ltd will advise Bidders in advance should a presentation or a submission of samples be required.

Denel reserves the right to test any claim made by the bidder with regards to any aspect of the submission, test validity of certificates, test validity of share certificates, as well as to conduct site visits and reference checks if so required.

### 35.1.3 **Second stage – Price and Preferential points**

35.1.3.1 Those Bidders which have passed the Pre-screening, Mandatory questions and Phase 1 of the tender Process will be scored based on price and preference point allocation in accordance with the applicable legislation.

35.1.3.2 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 RFP or finds that there are other objective and sound business or transformative reasons that justify the award to a company that did not obtain the highest score.

### 35.2 **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 as follows:**

35.2.1.1 The Pre-screening Criteria is based on the Bidder's response to every stated request or requirement in the tender specification and confirmation of acceptance of and understanding of Denel's requirements. Failure to respond to a question or statement will constitute grounds for disqualification.

35.2.1.2 Where the tenderer is presented with a requirement or asked to use a specific approach, the tenderer must describe how it intends to comply.

35.2.1.3 Where a statement of non-compliance is provided, the tenderer must indicate its reason and explain its proposed alternative, if applicable, and the advantages to Denel of such a proposal.

35.2.1.4 The bidder must ensure that all documents are duly authorised.

**Annexure K – Pre –screening Criteria**

REQUIREMENT	COMPLIANT	NON-COMPLIANT
<ol style="list-style-type: none"> <li>1. Bidder is a South African- owned and registered Supplier / Service Provider operating primarily within the regions where Denel’s business divisions are located <b>(bidder must provide proof thereof)</b></li> <li>2. Bidder must provide the latest audited financials if it has been in business for longer than a year.  <b>NB: Newly established companies are exempted from this requirement.</b></li> <li>3. The Bidder must have the necessary infrastructure, resources and capacity to meet Denel’s requirements <b>(bidder must provide proof thereof)</b></li> <li>4. Valid Tax Clearance Certificate or an access Pin to SARS e-Filing</li> <li>5. Valid B-BBEE Certificate (if claiming preference points).</li> <li>6. Central Supplier database proof of registration (provide documentation)</li> <li>7. Company Registration with CIPC – submit proof thereof</li> <li>8. Current Banking Details, Cancelled Cheque or Original letter from the Bank issued on a bank letterhead with stamp.</li> <li>9. Certified copies of all share holder certificates</li> <li>10. Copy of the shareholders agreement if there is more than one shareholder.</li> </ol>		

This requirement will also apply to all members of consortia or joint ventures which submit joint Bids.

**Note: Failure to meet the above requirements will result in automatic Disqualification**

### 35.3 First Stage: Functionality –Phase 1

35.3.1 The Functional Criteria that will be used to test the capability of Bidders are as follows:

#### PHASE 1: PAPER BASED.

Bidders who obtain less than the threshold of 3.5 points or 70% will not qualify for further evaluation.

Weighting	Evaluation Criteria	Scoring
<b>60%</b>	<p><b>1. CAPABILITY AND EXPERIENCE</b></p> <p>Details of the Bidder’s performance and sustainability of the business since its establishment.</p> <p><b>OR</b></p>	<p><b>LEGEND: Rating scale of 1 to 5.</b></p> <p>At least 90% the products on Annexure A are sold by the Bidder and the company is still a going concern since inception.  <b>- <u>Fully compliant = 5 points</u></b></p> <p>At least 70% of products on Annexure A are sold by the Bidder and the company is still a going concern since inception  <b>- <u>Largely compliant = 4 points</u></b></p> <p>At least 50% of products on Annexure A are sold by the Bidder and the company is still a going concern since inception  <b>- <u>Compliant = 3.5 points</u></b></p> <p>At least 30% of products on Annexure A are sold by the Bidder and the company is still a going concern since inception  <b>- <u>Partially compliant = 2.5 points</u></b></p> <p>The Bidder has less than 30% of products on Annexure A in its catalogue and the company is not a going concern - <b><u>Non Compliant = 1 point</u></b></p> <p><b>NB: Bidder to submit its own catalogue as evidence of the range of products it trades in. The catalogue must have been in existence for at least six months at the time of bidding. The Bidder of a newly established company must present documented and credible evidence of experience in the employ of a company whose core business is or was trading in PPE products and equipment.</b></p>



Weighting	Evaluation Criteria	Scoring
	<ul style="list-style-type: none"> <li>Evidence of experience the Bidder of a newly established company has in trading with PPE products and equipment. The Bidder must have worked as an employee for a PPE company or similar business in a position that requires relevant experience to run such a business successfully.</li> </ul>	<p><b>LEGEND: Rating Scale 1 to 5</b></p> <p><b>5 years' experience and above</b> in a PPE or similar business supported by a testimonial from a former employer – <b><u>Fully compliant - 5 points</u></b></p> <p><b>3 to 4 years' experience</b> in a PPE or similar business supported by a testimonial from a former employer – <b><u>Largely compliant – 4 points</u></b></p> <p><b>2 to 3 years' experience</b> in a PPE or similar business supported by a testimonial from a former employer – <b><u>Compliant – 3.5 points</u></b></p> <p><b>1 to 2 years' experience</b> in a PPE or similar business supported by a testimonial from a former employer – <b><u>Partially compliant – 2.5 points</u></b></p> <p>Less than 1 years' experience in a PPE or similar business - <b><u>Non-compliant – 1 point</u></b></p>

Weighting	Evaluation Criteria	Scoring
<p><b>30%</b></p>	<p>A minimum of three (3) reference letters on PPE products and equipment from customers on their company letterhead</p> <p>The letters should include:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> A contact person, title and contact numbers.</li> <li><input type="checkbox"/> Must not be more than Two (2) years old.</li> </ul> <p><b>This requirement also applies to all members of consortia or joint ventures which submit joint Bids</b></p>	<p>3 Letters- <b><u>Fully compliant = 5 points</u></b>  2 Letters- <b><u>Compliant = 3.5 points</u></b>  1 Letter- <b><u>Partially Compliant= 1 Point</u></b>  No Letter- <b><u>Non Compliant = 0 point</u></b></p> <p><b>NB: Bidders with experience and with no track record operating a PPE business of their own may submit letters from their former employers or a credible source as evidence.</b></p>
<p><b>10%</b></p>	<p>Degree of local manufacturing as a percentage of sales/turnover</p>	<p><b>Legend for adjudication:</b></p> <p><b>At least 50% of revenue</b> is derived from locally manufactured items- <b><u>Fully compliant = 5 points</u></b></p> <p><b>At least 30% of revenue</b> is derived from locally manufactured items- <b><u>Compliant = 3.5 points</u></b></p> <p><b>At least 20% of revenue</b> is derived from locally manufactured items- Partially compliant = <b><u>2.5 points</u></b></p> <p><b>Less than 20%</b> of revenue is derived from locally manufactured items- Non-compliant = <b><u>1 point</u></b></p>

Weighting	Evaluation Criteria	Scoring
		<p><b>Bidders must provide supporting documentation. Denel reserves the right to verify the validity of data or information submitted by the Bidder.</b></p> <p><b>Denel reserves the right to conduct site visits in order to validate data or information as submitted by the Bidder. Submissions of false declarations or data will result in instant disqualification of the Bidder.</b></p>

### 35.4 **Second Stage: Price and Preferential Points Assessment**

35.4.1 Subsequent to the assessment and evaluation of the Pre-screening Criteria and Functional criteria, the second stage of evaluation of the Bids will be in respect of Price and Preferential Procurement Points only. Points will be allocated to Bidders at this stage of the evaluation in accordance with the PPPFA Act and the PPPFA Regulations, as follows:

Price points - 80

Preferential Procurement points (B-BBEE level) - 20

#### 35.4.2 **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 price of tender or offer under consideration;

$P_t$  = Price of tender or offer under consideration; and

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

### 35.4.3 **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	14
4	12
5	8
6	6
7	4
8	2
9 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.

### 35.4.4 **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).

## **36. STATUS OF BID**

36.1 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 RFP.

36.2 A Bid must not be conditional on:

- 36.2.1 the Board approval of the Bidder or any related governing body of the Bidder being obtained;
- 36.2.2 the Bidder conducting due diligence or any other form of enquiry or investigation;
- 36.2.3 the Bidder (or any other party) obtaining any regulatory approval or consent;
- 36.2.4 the Bidder obtaining the consent or approval of any third party; or
- 36.2.5 The Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.

- 36.3 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).
- 36.4 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 RFP and the applicable laws and regulations.

### **37. CLARIFICATION OF BIDS**

- 37.1 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.
- 37.2 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 RFP.

### **38. DISCUSSION WITH BIDDERS**

- 38.1 DENEL SOC LTD shall elect to engage in detailed discussions with any one or more Bidder(s), with a view to maximising the benefits of this RFP as measured against the evaluation criteria and in fully understanding a Bidder's offer.
- 38.2 As part of the evaluation of this Bid, DENEL SOC LTD shall invite Bidders to give a presentation to DENEL SOC LTD in relation to their submissions.
- 38.3 DENEL SOC LTD is under no obligation to undertake discussions with any Bidders.
- 38.4 In addition to presentations and discussions, DENEL SOC LTD shall request some or all Bidders to:
- 38.4.1 conduct a site visit, if applicable;
  - 38.4.2 provide references or additional information; and/or
  - 38.4.3 Make themselves available for panel interviews.

### **39. SUCCESSFUL BIDS**

- 39.1 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.
- 39.2 DENEL SOC LTD may, in its absolute discretion, decide not to enter into pre-contractual negotiations with a successful Bidder.
- 39.3 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.

#### **40. NO OBLIGATION TO ENTER INTO CONTRACT**

- 40.1 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.
- 40.2 DENEL SOC LTD may conduct a debriefing session for all Bidders (successful and unsuccessful). Attendance at such debriefing session will be communicated to relevant Bidders.
- 40.3 Denel reserves the right to award the whole contract or part thereof to a Bidder(s) at its own discretion in line with the prevailing business conditions.
- 40.4 Denel reserves the right to appoint or secure the most suitable/favourable solution/proposal/option as reflected in the outcome of the tender adjudication without further consultation with the Bidder/s.

#### **41. BIDDER WARRANTIES**

- 41.1 By submitting a Bid, a Bidder warrants that:
- 41.1.1 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 RFP;
  - 41.1.2 it did not use the improper assistance of DENEL SOC LTD 's employees or information unlawfully obtained from them in compiling its Bid;
  - 41.1.3 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;
  - 41.1.4 it accepts and will comply with the terms set out in this RFP; and
  - 41.1.5 It will provide additional information in a timely manner as requested by DENEL SOC LTD to clarify any matters contained in the Bid.

#### **42. DENEL SOC LTD 'S RIGHTS**

- 42.1 Notwithstanding anything else in this RFP, and without limiting its rights at law or Otherwise, DENEL SOC LTD reserves the right, in its absolute discretion at any time, to:
- 42.1.1 cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract;

- 42.1.2 alter the structure and/or the timing of this RFP or the Tendering Process;
- 42.1.3 vary or extend any time or date specified in this RFP
- 42.1.4 terminate the participation of any Bidder or any other person in the Tendering Process;
- 42.1.5 award the tender in full or part or award to a single bidder or multiple bidders
- 42.1.6 require additional information or clarification from any Bidder or any other person;
- 42.1.7 provide additional information or clarification;
- 42.1.8 negotiate with any one or more Bidder;
- 42.1.9 call for new Bid;
- 42.1.10 reject any Bid received after the Closing Time; or
- 42.1.11 reject a bid which reflects unsustainability or concern regarding financial well-being or soundness of the bidder
- 42.1.12 Reject any Bid that does not comply with the requirements of this RFP.
- 42.1.13 reserves the right to terminate the contract on grounds of poor performance

### **43. GOVERNING LAWS**

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

### **44. MANDATORY QUESTIONS**

- 44.1 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 ✓ 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 may result in the Bid being disqualified.**

44.1.1

1 This Bid is subject to the GENERAL CONDITIONS OF CONTRACT stipulated in this RFP document.	<b>Accept</b>	<b>Do not accept</b>

44.1.2

The laws of the Republic of South Africa shall govern this RFP 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>

44.1.3

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

44.1.4

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

44.1.5

In the case of a 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 of all parties involved (certified).	<b>Accept</b>	<b>Do not accept</b>

44.1.6



<p>In the case of a Consortium, Joint Venture or subcontractors, all Bidders are required to provide mandatory documents and this includes a B-BBEE certificate for the lead company as well as all partners/associates.</p> <p>Bidder shall also present a valid, <b>consolidated</b> B-BBEE certificate for the consortium, joint venture if claiming preference points.</p>	<b>Accept</b>	<b>Do not accept</b>

44.1.7

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

44.1.8

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

44.1.9

<p>By submitting a BID in response to this RFP, the Bidders accept the evaluation criteria as they stand.</p>	<b>Accept</b>	<b>Do not accept</b>

44.1.10

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

44.1.11

<p>DENEL SOC LTD reserves the right to conduct a pre-award assessment during the source selection process to evaluate contractors' capabilities to meet the requirements specified in the RFP and supporting documents.</p> <p>This includes but is not limited to infrastructure, resources, operating premises, reference checks as well as to conduct a test on the entire value chain as stipulated in the original submission to this RFP</p>	<b>Accept</b>	<b>Do not accept</b>

44.1.12

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

44.1.13

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

44.1.14

<p>Should the Bidder withdraw the BID before the BID 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 BID or the additional expenditure incurred by DENEL SOC LTD in the preparation of a new RFP and by the subsequent acceptance of any less favourable BID.</p>	<b>Accept</b>	<b>Do not accept</b>

44.1.15

	<b>Accept</b>	<b>Do not accept</b>
--	---------------	----------------------

Delivery of and acceptance of correspondence between DENEL SOC LTD and the Bidder sent by prepaid registered post (by air mail if appropriate) in a correctly addressed envelope to either party's postal address or address for service of legal documents shall be deemed to have been received and accepted after (3) three days from the date of postage to the South African Post Office Ltd.		
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--	--

44.1.16

Should the parties at any time before and/or after the award of the BID 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 BID by giving the Bidder not less than 90 (ninety) days written notice of such cancellation, in which event all fees on which the parties failed to agree, shall remain fixed as was the case prior to the negotiations. Such cancellation shall mean that DENEL SOC LTD reserves the right to award the same BID to the next best Bidders as it deems fit.	<b>Accept</b>	<b>Do not accept</b>

44.1.17

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.	<b>Accept</b>	<b>Do not accept</b>

44.1.18

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

44.1.19

Failure or neglect by either party to (at any time) enforce any of the provisions of this BID 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 BID. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this BID, or prejudice the right of that party to institute subsequent action.	<b>Accept</b>	<b>Do not accept</b>

44.1.20

Bidders must acknowledge and accept that this bid will be evaluated on the bidder's performance and presumed ability to execute the contract to Denel's full satisfaction. Bidders will be expected to adhere to a performance management system which will entail regular evaluation of the bidders performance in line with mutually agreed to Key Performance Indicators. Bidders must also note that Denel reserves the right to terminate the contract on grounds of poor performance.	<b>Accept</b>	<b>Do not accept</b>

44.1.21

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

44.1.22

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 delays.	<b>Accept</b>	<b>Do not accept</b>

44.1.23

<p>Evaluation of Bids shall be performed by an evaluation panel established by DENEL SOC LTD.</p> <p>Bids shall be evaluated based on conformance to the required specifications as outlined in the RFP. 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 (according to the PPPFA) is 20.</p>	<b>Accept</b>	<b>Do not accept</b>

44.1.24

<p>If the successful Bidder disregards contractual specifications, this action may result in the termination of the contract.</p> <p>Denel reserves the right to unilaterally terminate the AGREEMENT with the Service Provider by giving 60 days written notice to the Service Provider of such early termination, without influencing the applicability of the terms and conditions on the part not terminated or incurring any penalties.</p>	<b>Accept</b>	<b>Do not accept</b>

44.1.25

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

44.1.26

<p>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.</p>	<b>Accept</b>	<b>Do not accept</b>

44.1.27

<p>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 he agrees to hold his original Bid response valid under the same terms and conditions for a further period.</p>	<b>Accept</b>	<b>Do not accept</b>

44.1.28

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 RFP is to obtain proposals from suitably qualified and experienced service providers to provide and supply Personal Protective Equipment and Personal Protective Clothing as and when required by the DENEL Group.

This constitutes 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 and when required.

It must be noted that the stipulated quantities are an **estimation of Denel's consolidated requirements**. Denel reserves the right not to require/procure or utilise the entire quantities as specified in **Annexure A** of this document. These quantities/specifications are subject to change and will be communicated by Denel in writing.

Denel SOC Ltd (hereinafter referred to as "Denel" and/or "Denel Group") consists of several business entities in which it holds equity on behalf of the South African Government. The business entities have been re-organised into 7 (seven) clusters namely:

Cluster	Comprising of	Location
Irene	Denel Corporate Office Denel Dynamics (DD) - including UAV and Detek Spaceteq at Houwteq DISM	Irene  CSIR Campus Stellenbosch
Kempton Park	Denel Aeronautics (DAer) Denel Industrial Properties (DeniProp)	Kempton Park
Lyttelton	Denel Land Systems (DLS) Mechem	Lyttelton
Pretoria Metal Pressing	Pretoria Metal Pressing (PMP)	Pretoria West
Benoni	Denel Vehicle Systems Gear Ratio	Benoni Alrode ( Alberton)
Waltloo	Denel LMT	Pretoria East
Overberg Test Range	Overberg Test Range (OTR)	Western Cape

The provision of services shall include but not limited to;

#### **Itemised List of products includes but not limited to;**

Products as reflected in Annexure A of this document, Bidders are required to complete Annexure A in Full and in detail, **DO NOT** deviate from or change the template.

Denel will accept the bidder/s submission as final and binding (tendered price), Denel will not be held liable for arithmetical errors, and hence the bidder/s must ensure that all calculations are correct at the time of submission.

Denel's original template as per Annexure A shall be submitted as part of the bid.

Failure to complete and submit Annexure A as per Denel's original template shall render the Bidder/s submission non-compliant and incomplete bids **SHALL also be disqualified.**

### **Industry Increases/Escalation**

Bidders are expected to present Denel with valid industry and market related costs, if increases are applicable. Bidders must also be able to identify and highlight the responsible cost drivers.

Bidders are to notify Denel in writing Two (2) months in advance as to any industry increase, Denel will only agree to the increase in writing and reserves the right to review or reject the proposed increase.

Bidder/s are required to produce evidence of the increase as well as to the cost drivers that warrant the increase, this will include full transparency as the Bidder/s shall reflect their percentage mark-up as applicable.

### **Delivery to Denel Divisions**

Bidders will be responsible to deliver all goods as required to Denel, as per the specified location listed in Part D: Statement of Work. Prompt delivery of all goods is required.

Denel reserves the right to address the delivery lead time during the SLA negotiation with the winning bidder/s

### **Rejections and Return of Substandard and defective products**

Prompt addressing of all substandard product/s, defects and returns, Bidders are requested to replace the goods as soon as possible.

Denel reserves the right to address the rejection and return of substandard and defective product/s lead time during the SLA negotiation with the winning bidder/s

### **Stock Holding**

Bidders will be liable to hold all required stock for Denel.

Denel will not be responsible for any costs involved in stock holding.

Denel will employ the Just In Time Principle (JIT), in order to execute efficient delivery of all required goods.

### **Redundancy/Obsolescence (dis-continued or replacements)**

Bidders will be required to enter into a collaborative relationship with Denel, where in the Bidder would be required to advise Denel staff on product utilisation, applicability, testing as well as redundancy/obsolescence (dis-continued or replacements) product/s

### **Invoicing, statement and Payments**

Bidders must adhere to proper invoicing control.

Denel will only pay for goods that have been duly received and accepted (that Denel has taken ownership off).



Bidders shall adhere to Denel's approval process and are required to deliver goods upon the receipt of an official purchase order **ONLY**.

A monthly statement accompanied by the individual invoices that relates to the invoices on the statement for the month will then be submitted to Denel. All supporting documents relating to the invoices on the monthly statement must accompany the invoices.

**In the event that the Bidder/s delivers stock/goods without a purchase order, Denel shall not be held liable to effect any payments.**

**Denel will not effect any upfront payment, part payment or full settlement in advance or prior to full order delivery.**

### **Emergency, Short lead time**

Bidders must be able to provide the required services during emergency and extremely short notice – i.e. during breakdowns/shutdowns

### **Management Reports**

Management reports on detailed purchases per quarter for each Denel division, including all accrued orders must be submitted during the first week of the month (or on the date agreed upon). Reports must be submitted to responsible people as identified by Denel

### **Application for credit returns/cancellations**

The service provider must notify Denel as to all refunds due, in writing and within 2 days of the occurrence

### **Discrepancies**

All the discrepancies encountered during the quarter (in question) shall be reported upon per quarter.

These would include inaccurate purchase orders, inaccurate specifications that result in reorders, the amount of items that have been returned to the bidder/s, the amount of defective as well as sub-standard quality items that have been returned to the bidder/s

Denel reserves the right to list the reporting elements we require by means of the monthly or quarterly report, during the negotiation of the SLA with the winning bidder/s

### **Contract Duration**

The successful Bidder/s will be appointed on a 3 year performance-based contract subject to quarterly, bi-annual and annual reviews as determined by Denel.

Denel reserves the right to negotiate Key Performance Indicators and milestones during the negotiation of the SLA with the winning Bidder/s

### **Compliance with Legislation**

Compliance with relevant legislation is non-negotiable;

No outstanding judgments or litigation against the Bidder/s

## Annexure A – PRICING PROPOSAL

This must be completed in full and included as Annexure A to all Bids submitted.

**All prices to be inclusive of VAT where applicable.**

**All prices must be quoted in ZAR (South African Rand).**

**Bidders must use the specific price schedule provided by Denel (template). NO other format, schedule or spread sheet will be accepted for tender evaluation purposes.**

**Failure to comply with this instruction will lead to immediate disqualification.**

## Annexure B

Brief profile of the Bidder's company or each member of the Consortium or Joint venture that will be involved in the supply of PPE products and services. This document(s) is to be prepared and submitted by the Bidder(s) as Annexure B to their Bid.

## Annexure C

**SBD 2**

### 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

“Application for a Tax Clearance Certificate” and submit it to any SARS branch office nationally.

2 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.

3 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.

4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate 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).

6 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).

Jeyrel:\Mdk416-SBD2 tax clearance

**Note: Valid Original Tax Clearance Certificate is mandatory (the option is for bidders to provide a Tax Compliance Pin)**



.....  
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 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:

.....

---

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

.....  
.....

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?

YES	NO

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?

YES	NO

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?

YES	NO

If so, furnish particulars:

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



**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:

	POINTS
<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.





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:

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b>	<b>QSE</b>
	√	√
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.

WITNESSES
1. ....
2. ....

..... SIGNATURE(S) OF BIDDERS(S)
DATE:.....
ADDRESS.....

**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**

**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 BIDs.**

**<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 and Mandatory Criteria.

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

**Denel reserves the right to conduct site visits and reference checks in order to establish the correctness of the information submitted in response to this RFP**

## **Annexure L**

General Conditions of Contract, (downloadable from The National Treasury website)

## **Annexure M**

CSD Registration Summary Report

## **Annexure N**

**SBD 7.1**

### **CONTRACT FORM - PURCHASE OF GOODS/WORKS**

**PART 1**

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;

- Pricing schedule(s);
  - Technical Specification(s);
  - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
  - Declaration of interest;
  - Declaration of bidder's past SCM practices;
  - Certificate of Independent Bid Determination
  - Special Conditions of Contract;
- (ii) General Conditions of Contract; and
- (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT).....

CAPACITY.....

SIGNATURE.....

NAME OF FIRM.....

DATE.....

<b>WITNESSES</b>	
1.....	
2. ....	