
REQUEST FOR TENDER

RFT 01 ISSUE 1

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

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

1. Companies with a B-BBEE status/level of 1 to 3.

TENDER NUMBER:	DEN409/12/06/2018
CLOSING DATE: Submission of the tender	25 July 2018
CLOSING TIME:	12H00
CLOSING DATE FOR ENQUIRIES:	20 July 2018 at 10H00
PERIOD FOR WHICH TENDERS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:	180 days
DESCRIPTION OF TENDER:	3 YEAR SAP BW Basis support for Denel's SAP system (technical support)
TENDER DOCUMENTS DELIVERY ADDRESS:	Denel Corporate Reception Nellmapius Drive, Irene ,Centurion
TENDER ENQUIRY EMAIL ADDRESS:	TenderResponse@denel.co.za

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PART A: INVITATION TO TENDER

THE PURPOSE OF THIS RFP :

Denel uses SAP BW as the reporting and analysis solution for their group reporting. Denel are looking for experienced BW Basis consultants to support this custom developed system for a period of 3 years. The owners of the successful tender will provide on-going BW Basis support ranging from monitoring the different environments to transports between the different environments.

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

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

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

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

THIS TENDER IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (*Refer to Annexure L*) AND SPECIAL CONDITIONS SPECIFIED IN THIS RFT, WHICH ARE SET OUT IN PART C OF THIS DOCUMENT.

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR TENDER BEING DISQUALIFIED).

NAME OF TENDERER AND EACH ENTITY IN CONSORTIUM:				
POSTAL ADDRESS:				
STREET ADDRESS:				
CONTACT PERSON (FULL NAME):				
EMAIL ADDRESS:				
TELEPHONE NUMBER:				
FAX NUMBER:				
TENDERER REGISTRATION NUMBER OR REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM				
TENDERER VAT REGISTRATION NUMBER OR VAT REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM				
TAX CLEARANCE CERTIFICATE SUBMITTED OR PIN?	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>

B - BBEE CERTIFICATE SUBMITTED?	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
REGISTERED WITH THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD)	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
FULL NAME OF AUTHORISED REPRESENTATIVE:				
CAPACITY IN WHICH AUTHORISED REPRESENTATIVE SIGNS:				
SIGNATURE OF AUTHORISED REPRESENTATIVE:				
DATE OF SIGNATURE				

PART B: CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS

Please adhere to the following instructions:

1. Tick in the relevant block below
2. Ensure that the following documents are completed and signed where applicable:
3. Use the prescribed sequence in attaching the annexures that complete the Tender Document

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

YES NO

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | One (1) original (three (3) hard copies) and one (1) electronic copy on a CD/USB for Qualifying and Functionality Evaluations - (clearly marked as original and copies). |
| <input type="checkbox"/> | <input type="checkbox"/> | One (1) original (three (3) hard copies) and one (1) electronic copy on a CD/USB for Price and Preferential points. |

Each submission must be divided and enclosed into two separate envelopes, one (1) envelope for Qualifying and Functional Evaluations and the other one for Price and Preferential Points (Annexure “A”).

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Part A: Invitation to Tender (with a signature of an authorised representative of the Tenderer) |
| <input type="checkbox"/> | <input type="checkbox"/> | Part C: Specifications, Conditions of tender and Undertakings by Tenderer (with a signature of an authorised representative of the Tenderer) |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure A: Schedule of Rates/Price Proposal |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure B: Executive Summary |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure C: SBD2 - Tax Clearance Certificate Requirement |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure D: Declaration of Interest |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure E: SBD6.1 and B-BBEE status level certificate |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure F: SBD8: Declaration of Tenderer’s Past Supply Chain Practices |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure G: SBD9: Certificate of Independent Tender Determination |

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- Annexure H:** Certified copies of your CIPC company registration documents listing all members with percentages, in case of a close corporation
 - Annexure I:** Certified copies of latest share certificates, in case of a company.
 - Annexure J (if applicable):** A breakdown of how fees and work will be spread between members of the Tendering consortium.
 - Annexure K:** Supporting documents in response to Mandatory Criteria /Requirements
 - Annexure L:** General Conditions of Contract
 - Annexure M:** Supporting documents - CSD Registration Summary Report
 - Annexure N:** Recent references and transactions the Tenderer has handled as specified in this document
 - Annexure O:** Proposed Human Resources and Organogram
 - Annexure P:** EE report or detailed employee profile report and Transformation Plan (if applicable)

PART C: SPECIFICATIONS, CONDITIONS OF TENDER AND UNDERTAKINGS BY TENDERER

1. DEFINITIONS

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

- 1.1 **B-BBEE** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act, 2003 (Act No 53 of 2003);
- 1.2 **B-BBEE Act** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No 53 of 2003);
- 1.3 **B-BBEE status level** means the B-BBEE status received by a measured entity based on its overall performance used to claim points in terms of Regulation 6 and 7 of the Preferential Procurement Regulations, 2017;
- 1.4 **Business Day** means a day which is not a Saturday, Sunday or public holiday;
- 1.5 **Tender** means a written offer in the prescribed or stipulated form lodged by a Tenderer in response to an invitation in this Request for Tender ("RFT"), containing an offer to provide goods, works or services in accordance with the Specification as provided in this RFT;
- 1.6 **Tenderer** means a person or legal entity, or an unincorporated group of persons or legal entities that submit a Tender;
- 1.7 **Companies Act** means the Companies Act, 2008 (Act No 71 of 2008);
- 1.8 **Compulsory Documents** means the list of compulsory schedules and documents set out in Part B;
- 1.9 **Closing date and time** means the Date and time, specified as such under the Clause 3 (Tender Timetable) in this Part C, by which Tenders must be received;
- 1.10 **Denel** means Denel SOC Ltd, a state-owned company with registration number: 1992/001337/30) or any of its Divisions and Subsidiaries;
- 1.11 **Evaluation Criteria** means the criteria set out under the Clause 32 (Evaluation Process) of this Part C, which includes the Mandatory Criteria, Functional Criteria (Stage1) and Price and Preferential Points (Stage 2) Assessment;
- 1.12 **Functional Criteria** means the criteria set out in clause 32.2 referring to the qualify specification of the SAP BW Technical Support System in accordance with the relevant standards. Refer to Part C of this document;

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- 1.13 **Includes or including** means includes or including without limitation;
- 1.14 **Intellectual Property Rights** means all rights, title and interests in and to any creation of the mind that is capable of being protected by statute or through common law including, but not limited to, Copyright, Designs, Know-how, Patents and Trademarks and any other ensuing Intellectual Property Rights and interests of a similar nature whether registerable or not;
- 1.15 **NKP** means an area declared as a National Key Point area in terms of the National Key Point Act, 1980 (Act No 102 of 1980) as amended;
- 1.16 **PFMA** means the Public Finance Management Act, 1999 (Act No 1 of 1999), as amended;
- 1.17 **PPPFA** means the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000) as amended;
- 1.18 **PPPFA Regulations** means the Preferential Procurement Regulations 2017, published in terms of the PPPFA;
- 1.19 **Price and Preferential Points Assessment** means the process described in Clause 32.3 of this document in Part C, as prescribed by the PPPFA.
- 1.20 **Rand or R** is a reference to the lawful currency of the Republic of South Africa;
- 1.21 **Request for Tender or RFT** means this document (comprising each of the parts identified under Part A, Part B, Part C and Part D) including all annexures and any other documents so designated by Denel;
- 1.22 **SARS** means the South African Revenue Service;
- 1.23 **Services** means the services required by Denel, as specified in this RFT Part D;
- 1.24 **SLA** means Service Level Agreement that will be concluded between Denel and successful Tenderer;
- 1.25 **SOC** means State Owned Company, as defined by the Companies' Act;
- 1.26 **Specification** means specification or description of Denel's requirements contained in this RFT;
- 1.27 **State** means the Republic of South Africa;
- 1.28 **Tendering Process** means the process commenced by the issuing of this Request for Tenders and concluding upon formal announcement by Denel of the selection of a successful Tenderer(s) or upon the earlier termination of the process;

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

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

2. TENDER OFFICE

DENEL – Procurement

For any enquiries, kindly forward your queries to the email.

No questions will be answered telephonically.

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

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

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

3. TENDER TIMETABLE

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

Activity	Date
Advertisement of tender	25 June 2018
RFT document available	26 June 2018 On www.etender.gov.za and www.denel.co.za
Closing date and time	2018/07/25 12H00pm
Intended completion of evaluation of tenders	31 st July 2018
Intended formal notification of successful Tenderer(s)	1 st August 2018
Signing of Service Level Agreement	03 rd August 2018
Effective date	03 rd August 2018

4. SUBMISSION OF TENDERS

4.1 Hardcopies and electronic copies of Tenders are to be submitted to:

Physical Address of Tender Box	Denel Corporate Reception, Nellmapius Drive, Irene, Centurion
Hours of access to Tender Box	9:00am to 15:30pm
Information to be marked on package containing Tender Envelope System Indicate whether each envelope pertains to Envelope 1: 'Qualifying and Functional Evaluation' and Envelope 2: 'price and preference points'	For Attention: Tender Office DENEL SCM Unit Name of Tenderer RFT Ref. No. DEN409/12/06/2018 SAP BW BASIS SUPPORT FOR DENEL'S SAP SYSTEM (TECHNICAL SUPPORT)

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

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

4.2 Tenderers are requested to initial each page of the tender document on the bottom right hand corner.

5. RULES GOVERNING THIS RFT AND THE TENDERING PROCESS

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

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

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

- 5.4 The rules, terms and conditions contained in this RFT apply to:
 - 5.4.1 The RFT and any other information given, received, or made available about this RFT, and any revisions or annexures;
 - 5.4.2 The Tendering Process; and
 - 5.4.3 Any communications (including any briefings, presentations, meetings, and negotiations) relating to the RFT or the Tendering Process.

6. STATUS OF REQUEST FOR TENDER

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

7. ACCURACY OF THE RFT

- 7.1 Whilst all due care has been taken in connection with the preparation of this RFT, Denel makes no representations or warranties that the content in this RFT or any information communicated to or provided to Tenderers during the Tendering Process is, or will be, accurate, current or complete. Denel, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.
- 7.2 If a Tenderer finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this RFT or any other information provided by Denel (other than minor clerical matters), the Tenderer must promptly notify Denel in writing of such discrepancy, ambiguity, error or inconsistency in order to afford Denel an opportunity to consider what corrective action is necessary (if any).
- 7.3 Any actual discrepancy, ambiguity, error or inconsistency in this RFT or any other information provided by Denel will, if possible, be corrected and provided to all Tenderers without attribution to the Tenderer who provided the written notice

8. ADDITIONS AND AMENDMENTS TO THE RFT

- 8.1 Denel reserves the right to change any information in, or to issue any addendum to this RFT before the Closing Date and Time. Denel and its officers, employees and advisors will not be liable in connection with either the exercise of, or failure to exercise this right.
- 8.2 If Denel exercises its right to change information in terms of Clause 8.1, it may seek amended Tenders from all Tenderers.

9. REPRESENTATIONS

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

10. CONFIDENTIALITY

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

11. UNAUTHORISED COMMUNICATIONS

- 11.1 Communication (including promotional or advertising activities) with staff of Denel or their Denel assisting with the Tendering Process is not permitted during the Tendering Process. Nothing in this Clause 11 is intended to prevent communications with staff of, or advisors to, Denel to the extent that such communication is not related to this RFT or the Tendering Process.
- 11.2 Tenderers must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the Tendering Process in any way.

12. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

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

13. ANTI-COMPETITIVE CONDUCT

- 13.1 Tenderers and their respective officers, employees, agents, and advisors must not engage in any collusion, anti-competitive conduct or any other similar conduct with any other Tenderer or any other person(s) in respect of this Tendering Process, including during the:
- a. Preparation or lodgement of their tender;
 - b. Evaluation and clarification of their tender; and

- c. Negotiations with Denel. For the purposes of this Clause 13, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange, and clarification of information whether or not such information is confidential to Denel or any other Tenderer or any other person or organisation.

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

14. COMPLAINTS ABOUT THE TENDERING PROCESS

14.1 Any complaint about the RFT or the Tendering Process must be submitted to the Tender Office via the Tender Response email address, by email only, immediately upon the cause of the complaint arising or becoming known to the Tenderer.

14.2 The written complaint must set out:

14.2.1 the basis for the complaint, specifying the issues involved;

14.2.2 how the subject of the complaint affects the organisation or person making the complaint;

14.2.3 any relevant background information; and

14.2.4 the outcome desired by the person or organisation making the complaint.

14.3 If the matter relates to the conduct of an employee of Denel, the complaint should be addressed in writing marked for the attention of the Chief Executive Officer of Denel, and delivered to the physical address of Denel, as notified.

15. CONFLICT OF INTEREST

15.1 A Tenderer must ensure that its officers, employees, agents and advisors do not place themselves in a position that may give rise to actual, potential or perceived conflict of interest between the interests of Denel and the Tenderer's interests during the Tender Process.

15.2 The Tenderer is required to provide details of any interests, relationships or clients which may or do give rise to a conflict of interest in relation to the supply of the products/services under any contract that may result from this RFT. If the Tenderer submits its Tender and a subsequent conflict of interest arises, or is likely to arise, which was not disclosed in the Tender, the Tenderer must notify Denel immediately in writing of that conflict.

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

16. LATE TENDERS

- 16.1 Tenders must be delivered by the Closing Date and Time. The Closing date and time may be extended by Denel in its absolute discretion by providing written notice to Tenderers.
- 16.2 Tenders delivered after the Closing date and Time or lodged at a location or in a manner that is contrary to that specified in this RFT will be disqualified from the Tendering Process and will be ineligible for consideration. **No Late Tenders will be accepted.**
- 16.3 The determination by Denel as to the actual date and time that a Tender is submitted is final.

17. TENDERER'S RESPONSIBILITIES

- 17.1 Tenderers are responsible for:
- 17.1.1 Examining this RFT and any documents referenced or attached to this RFT and any other information made or to be made available by Denel to Tenderers in connection with this RFT;
 - 17.1.2 Fully informing themselves in relation to all matters arising from this RFT, including all matters regarding Denel's requirements for the provision of the Services;
 - 17.1.3 Ensuring that their Tenders are accurate and complete;
 - 17.1.4 Making their own enquiries and assessing all risks regarding this RFT, and fully considering and incorporating the impact of any known and unknown risks into their Tender;
 - 17.1.5 ensuring that they comply with all applicable laws with regards to the Tendering Process particularly as specified by National Treasury Regulations, Guidelines, Instruction Notes and Practice Notes and other relevant legislation as published from time to time in the Government Gazette; and Submitting all Compulsory Documents.
- 17.2 Tenderers with annual total revenue of R10 million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the B-BBEE Act and must submit a certificate issued by a registered, independent auditor (who is not the Tenderer or a partner to the Tenderer) or an accredited verification agency.
- 17.3 Tenderers other than Exempted Micro-Enterprises (EMEs) must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE status. The submission of such certificates must comply with the requirements of instructions and guidelines issued by National Treasury and must be in accordance with the applicable notices published by the Department of Trade and Industry in the Government Gazette.

18. PREPARATION OF TENDERS

- 18.1 Tenderers must ensure that:
 - 18.1.1 Their Tender is submitted in the required format as stipulated in this RFT; and
 - 18.1.2 All the required information fields in the Tender are completed in full and contain the information requested by Denel.
- 18.2 Denel may in its absolute discretion reject a Tender that does not include the information requested or is not in the format required.
- 18.3 Unnecessarily elaborate responses or other representations beyond that which is sufficient to present a complete and effective Tender is not desired or required. Elaborate and expensive visual and other presentation aids are not necessary.
- 18.4 Where the Tenderer is unwilling to accept a specified condition, the non-acceptance must be clearly and expressly stated. Prominence must be given to the statement detailing the non-acceptance. It is not sufficient that the statement appears only as part of an attachment to the Tender, or be included in the general statement of the Tenderer's usual operating conditions.
- 18.5 An incomplete Tender may be disqualified or assessed solely on the information completed or received with the Tender.

19. ILLEGIBLE CONTENT, ALTERATION AND ERASURES

- 19.1 Denel may disregard any content in a Tender that is illegible and will be under no obligation whatsoever to seek clarification from the Tenderer.
- 19.2 Denel may permit a Tenderer to correct an unintentional error in its Tender where that error becomes known or apparent after the closing time, but in no event, will any correction be permitted if Denel reasonably considers that correction would materially alter the substance of the Tender or affect the fairness of the tendering process.

20. OBLIGATION TO NOTIFY ERRORS

If, after a Tenderer's Response has been submitted, the Tenderer becomes aware of an error in its Response (including an error in pricing, but excluding clerical errors which would have no bearing on the evaluation of the Tender), the Tenderer must promptly notify Denel of such error before closing date and time of the tender.

21. RESPONSIBILITY FOR TENDERING COSTS

- 21.1 The Tenderers participation or involvement in any stage of the Tendering Process is at the Tenderers sole risk, cost and expense. Denel will not be held responsible for, or pay for, any expense or loss that may be incurred by Tenderers in relation to the preparation or lodgement of their Tender.
- 21.2 Denel is not liable to the Tenderer for any costs on the basis of any contractual, promissory or restitution grounds whatsoever as a consequence of any matter relating to the Tenderer's participation in the Tendering Process, including without limitation, instances where:
- 21.2.1 The Tenderer is not engaged to perform under any contract; or
- 21.2.2 Denel exercises any right under this RFT or at law.

22. DISCLOSURE OF TENDER CONTENTS AND TENDER INFORMATION

- 22.1 All Tenders received by Denel will be treated as confidential. Denel will not disclose contents of any Tender and Tender information, except:
- 22.1.1 as required by law;
- 22.1.2 for the purpose of investigations by other government authorities having relevant jurisdiction;
- 22.1.3 to external consultants and advisors of Denel engaged to assist with the Tendering Process; or for the general information of Tenderers required to be disclosed as per National Treasury Regulations, Guidelines, Instruction Notes or Practice Notes.

23. USE OF TENDERS

- 23.1 Upon submission in accordance with the requirements relating to the submission of Tenders, all Tenders submitted become the property of Denel. Tenderers will retain all ownership rights in any intellectual property contained in the Tenders.
- 23.2 Each Tenderer, by submission of their Tender, is deemed to have licensed Denel to reproduce the whole, or any portion, of their Tender for the sole purposes of enabling Denel to evaluate the Tender.

24. TENDER ACCEPTANCE

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

25. CHANGES TO PRICE PROPOSALS

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

26. DENEL PROCUREMENT PHILOSOPHY

It is the policy of Denel, when purchasing products, services and works, to follow a course of optimum value and efficiency by adopting best purchasing practices in Supply Chain Management, ensuring where possible that open and fair competition has prevailed, with due regard to the importance of:

26.1 The PFMA and the PPPFA;

26.2 Preferential Procurement Regulations 2017;

26.3 Relevant Legislation; and

26.4 In its quest to advance Black-owned companies and individuals, Denel will actively support and give preference to companies with one or a combination of the following transformation profiles:

- a. At least 51% Black owned ;
- b. At least 51% Black Youth owned ;
- c. At least 51% Black Women owned ;
- d. At least 51% Black People With Disabilities owned ;
- e. At least 51% owned by Black People Living in Rural or Underdeveloped areas or Townships;
- f. At least 51% owned by Black People who are Military Veterans as defined in the B-BBEE Act.

- Note:**
1. As a SOC and mandated to give preference to B-BBEE compliant and transformed companies. Bidders that do not meet the above mentioned transformation levels must submit a Transformation Plan outlining steps to address shortcomings in their current status.
 2. The transformation plan must be submitted as part of the original bid submission. Failure to do so will lead to the disqualification of the bid.

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

- 27.1 As explained in more detail in the BBEE Preference Points Claim Form and as prescribed in terms of the Preferential Procurement Policy Framework Act, 2000 (PPPFA), (Act No 5 of 2000) and its Regulations, Tenderers are to note that Denel will award preference points to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).
- 27.2 Denel shall use the lowest acceptable Tender to determine the applicable preference point system that is either 90/10 or 80/20 point system as per the PPPFA Regulations.
- 27.3 Tenderers are required to complete the B-BBEE Preference Point Claim Form and submit it together with valid proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.
- 27.4 Tenderers are required at all times to comply with the latest B-BBEE legislation and/or instruction notes as issued from time to time by the Department of Trade and Industry.

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

28. B-BBEE JOINT VENTURES OR CONSORTIUMS

- 28.1 Tenderers who wish to respond to this RFT as a Joint Venture [JV] or consortium with other entities, must state their intention to do so in their RFT submission.
- 28.2 Such Tenderers must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Denel through this RFT process.
- 28.3 This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Denel.
- 28.4 Tenderers are to note the requirements for B-BBEE compliance of JVs or consortiums as required in the B-BBEE Preference Point Claim Form and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

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

29. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Tenderers are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Denel is required to ensure that price proposals are invited and accepted from prospective Tenderers listed on the CSD. A Tender may not be awarded to a Tenderer who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>. Respondents are required to provide the following to Denel in order to enable it to verify information on the CSD:

Supplier Number: unique registration reference number:

30. TAX COMPLIANCE

- 30.1 A Tenderer must be compliant when submitting a proposal to Denel and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- 30.2 It is a condition of this RFT that the tax matters of the successful Tenderer are in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet the Tenderer's tax obligations.
- 30.3 Tenderers are required to be registered on the Central Supplier Database and the National Treasury shall verify the Tenderer's tax compliance status through the Central Supplier Database.
- 30.4 It is a requirement that a Tenderer grant a written confirmation when submitting a Tender that SARS may on an on-going basis during the tenure of the contract disclose the Tenderer's tax compliance status and by submitting this Tender such confirmation is deemed to have been granted.
- 30.5 Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database

31. NEW TAX COMPLIANCE STATUS (TCS) SYSTEM

31.1 SARS has implemented a new Tax Compliance Status (TCS) system in terms of which a taxpayer is now able to authorize any 3rd party to verify its compliance status in one of two ways: either through the use of an electronic access PIN or through the use of a Tax Clearance Certificate obtained from the new TCS system.

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

Tax reference number:

Tax Clearance Certificate & TCC Number: and PIN: .

32. EVALUATION CRITERIA

The Tenders will be evaluated and adjudicated as follows:

32.1 MANDATORY EVALUATION CRITERIA

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

32.1.2 Tenderers are required to complete the table below by indicating whether they comply with the requirement or not, by marking the appropriate column with an 'X'. Tenderers are required to submit as Annexure K to their Tenders supporting documentation to confirm their compliance with each requirement, where applicable.

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

REQUIREMENT	COMPLIANT	NON-COMPLIANT	N/A
9. A copy of the shareholder agreement (if there is more than one shareholder)			
10. Applicable Regulatory Body certificates (if applicable)			
Note: Failure to meet the above requirements will result in automatic disqualification			

32.2 FIRST STAGE – FUNCTIONAL EVALUATION

32.2.1 Tenderers are evaluated based on the functional criteria set out in this RFT. Only those Tenderers which score **sixty five (65)** points or higher (**out of a possible 100**) during the functional evaluation will be evaluated during the second stage of the Tender.

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

EVALUATION CRITERIA	% WEIGHTING	LEGEND • rating scale will be 1 to 5.
Experience (attach reference letters from clients for similar work, on clients letter head signed(refer annexure N) and CVs attesting below):		100%
6+ years of experience in Oracle (incl one year of Oracle 11 or 12).		30%
* > 7 years	5	
* Between 6 years and 7 years	4	
*Between 5 years and 6 years	3	
* > Between 3.5 years and 5 years	2	
* < 3.5 years	1	
5+ years of experience in Solaris 10.		30%
* > 5 years	5	
* Between 4 years and 5 years	4	
* Between 3 years and 4 years	3	
* > Between 2.5 years and 3 years	2	
* < 2.5 years	1	

5+ years BW Basis.		20%
* > 5 years	5	
* Between 4 years and 5 years	4	
* Between 3 years and 4 years	3	
* > Between 2.5 years and 3 years	2	
* < 2.5 years	1	
3+ years in SAP Business Objects as a minimum.		20%
* > 4 years	5	
* Between 3 years and 4 years	4	
* Between 2 years and 3 years	3	
* > Between 1 years and 2 years	2	
* < 1 year	1	
TOTAL	100%	
MINIMUM SCORE	65%	

32.3 SECOND STAGE – PRICE AND PREFERENTIAL POINTS ASSESSMENT

32.3.1 Subsequent to the evaluation of Mandatory Criteria and Functional criteria, the second stage of evaluation of the Tenders will be in respect of price and B-BBEE status only. Points will be allocated to Tenderers at this stage of the evaluation in accordance with the PPPFA Regulations, as follows:

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

NB: The 80/20 formula applies to tenders with a Rand value equal to or above R30 000 and up to a Rand value of R50 million inclusive of all applicable taxes and 90/10 formula applies to tenders with a Rand value above R50 million inclusive of all applicable taxes.

32.3.2 The successful Tenderer will typically be the Tenderer that scores the highest number of points in the second stage of the Tender evaluation. However, DENEL may exercise its right to cancel the RFT or may award the tender to a company that did not obtain the highest score based on objective business criteria or transformation requirements.

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

33. GOVERNING LAWS

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

PART D: STATEMENT OF WORK

34. PURPOSE

Denel uses SAP BW as the reporting and analysis solution for their group reporting. Denel are looking for experienced BW Basis consultants to support this custom developed system. The owners of the successful tender will provide on-going BW Basis support ranging from monitoring the different environments to transports between the different environments

35. APPLICABLE STANDARDS

Tenderers must preferably be registered as SAP Business Partners ([to your advantage](#))

36. SCOPE OF WORK

- a. The Denel Corporate Office SAP landscape consists of:
 - Three SAP Netweaver 7.4 BW Installations (Development, Quality Assurance and Production) with Integrated Planning (IP) and Business Consolidations (BCS).
 - Three SAP ERP systems (Netweaver 7.4) (Development, Quality Assurance and Production).
 - One Solution Manager 7.1 with Early Watch reports configured for all the servers.
 - Three SAP Portal environments (Netweaver 7.4) (Development, Quality Assurance and Production).
 - Two SAP Pre Calculation servers (Development and Production).
 - Two SAP Business Objects Servers (Development and Production).
 - One WEB AS Dispatcher.
 - Operating Systems:
 - Solaris 10
 - Windows 2008
 - Databases:
 - Oracle 11 and 12
 - MySQL
 - One custom file upload system for uploading files to be captured in the SAP BW production system.
 - Wily Introscope monitoring software.
 - The SAP Portal is used as the main reporting area.
 - IP Screens are used for data entry.
 - There are 20 entities utilizing the system via internet connections.
 - Preferable on-site support at least one day a month.
- b. The individuals working on the contract must have 6+ years of experience in Oracle (incl. preferable one year of Oracle 11 or 12), 5+ years of experience in Solaris 10, 5+ years BW Basis, and 3+ years in SAP Business Objects as a minimum.

37. DUTIES AND RESPONSIBILITIES

- Monitoring of all the different environments, the environment is very integrated with a number of different products. This calls for specialist monitoring and maintenance skills.

-
- Transports between the different environments.
 - Constant analysis of the environment and optimization if needed.
 - Specialised monitoring and optimization of the BW, ERP and Business Objects environment.
 - Daily checks to ensure performance is optimal.
 - Preventative maintenance.
 - Backup configuration and monitoring.
 - Restore and recovery if needed.
 - Updating all systems to the latest support Stacks twice a year or one upgrade and patching per system per year. (13 systems).
 - Maintenance, patching and optimization of SAP Business Objects. (2 systems).
 - After hours and month-end support.
 - Upgrade or patching of the Oracle database on all the systems (10 databases).
 - Specialist level knowledge of Oracle in a Solaris environment.
 - Well versed in the Solaris operating system.
 - Basic knowledge of working with Integrated Planning, BCS and the SAP Portal in an internet environment.
 - Good understanding of networks, including forwarding internet requests and analysis of network bottle necks.
 - Configuration of Solution Manager to enable additional functionality.
 - Constant innovation by enabling new functionality available in SAP.
 - Assistance with hardware refreshes planning.
 - Assistance with move to new hardware if approved.
 - Basic understanding of:
 - ETL (Extraction Transfer and Loading) processes in BW.
 - Integrated Planning Status and Tracking Systems.
 - Process Chain Management.
 - Standard Business Content Management.
- BW Authorization

ANNEXURE A: PRICE PROPOSAL

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

A.1 CURRENCY

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

A.2 PRICES SUBJECT TO CONFIRMATION

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

A.3 BINDING OFFER

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

A.4 DISCLAIMERS

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

- A.4.1 Modify the RFT's requirements and request Tenderers to re- tender on any changes;
- A.4.2 Reject any Tender which does not conform to instructions and specifications which are detailed herein;
- A.4.3 Not necessarily accept the lowest priced Proposal or an alternative Tender;
- A.4.4 Reject all Tenders/Proposals, if it so decides;
- A.4.5 Award only a portion of the proposed product(s)/service(s) which are reflected in the scope of this RFT;
- A.4.6 Split the award between more than one enterprise/organisation should it at Denel's discretion be more advantageous in terms of, amongst others, cost or developmental considerations; or make no award at all;
- A.4.7 Validate any information submitted by Tenderers in response to this Tender. This would include, but is not limited to, requesting the Tenderers to provide supporting evidence. By submitting a tender, Tenderers hereby irrevocably grant the necessary consent to Denel to do so;
- A.4.8 Request audited financial statements or other documentation for the purposes of a due diligence exercise;

A.4.9 Award the Tender to the next highest ranked Tenderer, should the preferred Tenderer fail to sign or commence with the contract within a reasonable period after being requested to do so, provided that the preferred Tenderer is still prepared to provide the required goods at the quoted price. Under such circumstances, the validity of the tenders of the next ranked Tenderer(s) will be deemed to remain valid, irrespective of whether the next ranked Tenderer(s) were issued with a Letter of Regret. Tenderers may therefore be requested to advise whether they would still be prepared to provide the required goods at their quoted price, even after they have been issued with a Letter of Regret;

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

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

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

A.5 PAYMENT TERMS

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

A.6 SCHEDULE OF RATES/PRICE

1. Fee (escalated year on year, ending 31 March)

	Escalation (%)	2018/19	2019/2020	2020/2021
Proposed fee	%	R	R	R

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

ANNEXURE B: EXECUTIVE SUMMARY

ANNEXURE C: SB2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

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

ANNEXURE D: SB4

DECLARATION OF INTEREST

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

YES NO

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

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

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

.....

3.2. Identity Number:

.....

3.3. Position occupied in the Company (director, trustee, shareholder¹):

.....

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 Tenderer presently employed by the state?

¹ "Shareholder" means a person who owns shares in the company.

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

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

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

YES NO

If so, furnish particulars:
.....
.....
.....

3.10. Do you, or any person connected with the Tenderer, 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 Tender?

YES NO

If so, furnish particulars:

.....

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

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 Tendering for this contract?

YES NO

If so, furnish particulars:

.....

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number



5. DECLARATION

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

ANNEXURE E: SBD 6.1

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

This preference form must form part of all Tenders 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, TENDERERS 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 Tenders:

- 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 Tender 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 Tender shall be awarded for:

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

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

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

1.5 Failure on the part of a Tenderer to submit proof of B-BBEE Status level of contributor together with the Tender 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 Tenderer, either before a Tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

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

3. POINTS AWARDED FOR PRICE

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

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

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

Where

- P_s = Points scored for price of Tender under consideration
- P_t = Price of Tender under consideration
- P_{\min} = Price of lowest acceptable Tender

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

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

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

5. TENDER DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

.....COMP

ANY 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 Tendering 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 Tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

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

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

ANNEXURE F: SBD8

1 DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1.1 This Standard Tendering Document must form part of all Tenders invited.

1.2 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.

1.3 The Tender of any Tenderer may be disregarded if that Tenderer, 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.

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

Item	Question	Yes	No
2.1	<p>Is the Tenderer 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?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
2.1.1	If so, furnish particulars:		
2.2	<p>Is the Tenderer 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>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
2.2.1	If so, furnish particulars:		
2.3	<p>Was the Tenderer 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?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
2.3.1	If so, furnish particulars:		

2.4	Was any contract between the Tenderer 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"/>
2.4.1	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 Tenderer

ANNEXURE G: SB9

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

- 1 This Standard Tendering Document (SBD) must form part of all Tenders¹ 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 Tendering (or Tender rigging).² Collusive tendering 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 Tender of any Tenderer if that Tenderer, 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 Tendering 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 Tenders are considered, reasonable steps are taken to prevent any form of Tender-rigging.
- 5 In order to give effect to the above, the attached Certificate of Tender Determination (SBD 9) must be completed and submitted with the Tender:

¹ Includes price quotations, advertised competitive Tenders, limited Tenders and proposals.

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

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Tender:

(Tender Number and Description)

in response to the invitation for the Tender 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 Tenderer)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Tenderer to sign this Certificate, and to submit the accompanying Tender, on behalf of the Tenderer;
4. Each person whose signature appears on the accompanying Tender has been authorized by the Tenderer to determine the terms of, and to sign the Tender, on behalf of the Tenderer;
5. For the purposes of this Certificate and the accompanying Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - (a) Has been requested to submit a Tender in response to this Tender invitation;
 - (b) Could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - (c) Provides the same goods and services as the Tenderer and/or is in the same line of business as the Tenderer
6. The Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive Tendering.
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 Tender;
 - (e) The submission of a Tender which does not meet the specifications and conditions of the Tender; or

(f) Tendering with the intention not to win the Tender.

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 Tender invitation relates.
9. The terms of the accompanying Tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
12. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders 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.

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

.....
SignatureDate

.....
Position Name of Tenderer

Annexure H – CIPC Registration Documents

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

Annexure I – Latest Shareholder Agreements

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

Annexure J – Joint Venture, Consortium Documents

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

Annexure K – Mandatory Evaluation Criteria

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

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

Annexure L – General Conditions of Contract

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

Annexure M – CSD Registration

CSD Registration Summary Report

Annexure N – References and Transactions(refer page 50)

Recent references and transactions the Tenderer has handled as specified in the evaluation criteria.

Annexure O- Proposed Human Resources who will be handling Denel Instructions(refer page 51)

Annexure P – Transformation Plan /Status

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

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

Annexure N

MOST RECENT REFERENCES (Refer to the First Stage _Functional Evaluation 32.2.2)

REFERENCES			
Company Name	Contact Name	Contact Telephone number	Original letter of reference attached (Yes/No)
1.			
2.			
3.			
4.			
5.			

REFERENCE LETTER TEMPLATE (this must be completed by the References listed in the above table)

(REFERENCE TO BE PRINTED ON LETTER HEAD OF REFEREES)

Attn.: Denel - Corporate

Date:

To Whom It May Concern

DENEL: TENDER REFERENCE No. :

I hereby confirm that:

- The Tenderer; performed _____work for our Company.
- The work was completed to our satisfaction and successfully implemented at our Company.
- The estimated value of the contract with the Tenderer was R.
- The Tenderer performed the specified work for our Company

From To
MM/YYYYMM/YYYY

Note to referee: If any other work was done, please explain the relationship with your company below:

Yours faithfully

NAME & SURNAME
POSITION

Annexure O

Proposed Human Resources who will be handling Denel Instructions (*Refer to the part D Section, 43. (b)*)

Name	Position/Job Title	Related Experience (years)	Technical Certification	Full time/Part time involvement	Proof and abridged CV attached Yes/No

Note: An Organogram of the tenderer or of the team that will work on the Denel project must be attached and be marked Annexure "O"