

## DENEL OVERBERG TEST RANGE

### REQUEST FOR TENDER (RFT)

<b>BID NUMBER:</b>	OTT/452/202203
<b>DESCRIPTION OF BID:</b>	Supply and delivery of fuel for a period of three (3) years
<b>CLOSING DATE: Submission of the tender</b>	12 July 2022
<b>CLOSING TIME:</b>	11:00 (CAT)
<b>COMPULSORY BRIEFING:</b>	Not Applicable
<b>CLOSING DATE FOR ENQUIRIES:</b>	30 June 2022, 11:00 (CAT)
<b>VALIDITY PERIOD:</b>	90 Days
<b>BID DOCUMENTS DELIVERY ADDRESS:</b>	Denel Overberg Test Range, Arniston Road, Arniston, Western Cape The tender box is situated in the Reception area of the Security building at the main gate and is accessible all hours of the week.
<b>BID ENQUIRY EMAIL ADDRESS:</b>	<a href="mailto:tenders@denelotr.co.za">tenders@denelotr.co.za</a>

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## PART A: INVITATION TO BID

The purpose of this RFT is to invite service providers to submit a proposal for:  
**Supply and delivery of fuel for a period of three (3) years.**

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.

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

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

This Bid 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 & D of this document.

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

NAME OF BIDDER AND EACH ENTITY IN CONSORTIUM:			
POSTAL ADDRESS:			
STREET ADDRESS:			
CONTACT PERSON (FULL NAME):			
EMAIL ADDRESS:			
TELEPHONE NUMBER:			
FAX NUMBER:			
BIDDER REGISTRATION NUMBER OR REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM			
BIDDER VAT REGISTRATION NUMBER OR VAT REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM			
TAX CLEARANCE CERTIFICATE SUBMITTED OR PIN?	YES <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 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"/> | One (1) original & three (3) hard copies (clearly marked as original and copies) and one (1) electronic copy on CD/USB drive, for <u>Qualifying and Functionality</u> evaluation  |
| <input type="checkbox"/> | <input type="checkbox"/> | One (1) original & three (3) hard copies (clearly marked as original and copies) and one (1) electronic copy on CD/USB drive, for <u>Price and Preferential points</u> assessment |

*Each submission must be divided and enclosed into two separate envelopes, (1) one envelope for Qualifying and Functional evaluation and the (2) other one for Price and Preferential Points assessment (Annexure "A").*

- |                          |                          |  |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Part A:</b> Invitation to Bid<br>(with a signature of an authorised representative of the Bidder)   |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Part C:</b> Specifications, Conditions of Bid and Undertakings by Bidder.<br>(with a signature of an authorised representative of the Bidder)         |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure A:</b> Schedule of Rates/Price Proposal  |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure B:</b> Executive Summary   |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure C:</b> SBD 2 - Tax Clearance Certificate Requirement   |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure D:</b> SBD 4 - Declaration of Interest   |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure E:</b> SBD 6.1 - <b>Preferential Points and B-BBEE status level certificate</b>  |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure F:</b> SBD 8 - Declaration of Bidder's Past Supply Chain Practices   |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure G:</b> SBD 9 - Certificate of Independent Tender Determination   |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure H:</b> Certified copies of Bidder's CIPC company registration documents listing all members with percentages, in case of a close corporation |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure I:</b> Certified copies of latest share certificates, in case of a company   |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure J:</b> A breakdown of how fees and work will be spread between members of the Tendering consortium (if applicable)                           |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure K:</b> Supporting documents in response to Mandatory Criteria / Requirements   |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure L:</b> General Conditions of Contract<br>National Treasury General Condition of Contract (July 2010)   |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure M:</b> Supporting documents - Recent references and transactions the Bidder has handled as specified in this document (If applicable)        |

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

### 1. DEFINITIONS

In this Request for Tender, 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 Revised Preferential Procurement Regulations, 2017**;
- 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 to Bid, containing an offer to provide goods, works or services in accordance with the Specification as provided in this RFT;
- 1.6. Bidder means a person or legal entity, or an unincorporated group of persons or legal entities that submit a RFT;
- 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 (Bid Timetable) in this Part C, by which Bids must be received;
- 1.10. Denel Overberg Test Range means Denel SOC Ltd, t/a Denel Overberg Test Range, a division of Denel SOC Ltd, state-owned company with registration number: 1992/001337/30);
- 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 RFT in accordance with the relevant standards. Refer to Part C of this document;
- 1.13. Includes or including means includes or including without limitation;
- 1.14. **Intellectual Property Rights** means all rights, title and interests in and to any creation of the mind that is capable of being protected by statute or through common law including, but not limited to, Copyright, Designs, Know-how, Patents and Trademarks and any other ensuing Intellectual Property Rights and interests of a similar nature whether registerable or not;

- 1.15. **NKP** means an area declared as a National Key Point area in terms of the National Key Point Act, 1980 (Act No 102 of 1980) as amended;
- 1.16. **PFMA** means the Public Finance Management Act, 1999 (Act No 1 of 1999), as amended;
- 1.17. **PPPFA Regulations** means the Preferential Procurement Regulations 2017, published in terms of the PPPFA;
- 1.18. **Price and Preferential Points Assessment** means the process described in Clause 32.3 of this document in Part C, as prescribed by the PPPFA.
- 1.19. **Rand or R** is a reference to the lawful currency of the Republic of South Africa;
- 1.20. **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 Overberg Test Range;
- 1.21. **SARS** means the South African Revenue Service;
- 1.22. **Services** means the services required by Denel Overberg Test Range, as specified in this RFT Part D;
- 1.23. **SLA** means Service Level Agreement that will be concluded between Denel Overberg Test Range and successful Bidder. **Note:** The term SLA and Contract are used interchangeably in this document.
- 1.24. **SOC** means State Owned Company, as defined by the Companies' Act;
- 1.25. **Specification** means specification or description of Denel Overberg Test Range's requirements contained in this RFT;
- 1.26. **State** means the Republic of South Africa;
- 1.27. **Tendering Process** means the process commenced by the issuing of this Request for Tenders and concluding upon formal announcement by Denel Overberg Test Range of the selection of a successful Bidder(s) or upon the earlier termination of the process;
- 1.28. **Website** means a website administered by Denel Overberg Test Range under its name with web address [www.denelotr.co.za](http://www.denelotr.co.za).

## 2. TENDER OFFICE

- 2.1. Denel Overberg Test Range – SCM Unit
- 2.2. **For any enquiries, kindly forward your queries to the** email: [tenders@denelotr.co.za](mailto:tenders@denelotr.co.za). No questions will be answered telephonically.
- 2.3. Denel Overberg Test Range will not be held liable/responsible in the event that Bidders do not view/obtain responses to questions/queries/comments which were posted on the e-Tender portal.

- 2.4. No canvassing of any Denel Overberg Test Range employee will be tolerated and that will result in an immediate disqualification of the Bidder.

### 3. BID TIMETABLE

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

Activity	Date
Advertisement of Bid	17 June 2022
RFT document available	17 June 2022 On <a href="http://www.etender.gov.za">www.etender.gov.za</a> , <a href="http://www.denelotr.co.za">www.denelotr.co.za</a> or on request
Closing date and time	12 July 2022, 11:00 (CAT)
Intended completion of evaluation of bids	29 July 2022
Intended formal notification of successful Bidder(s)	22 August 2022
Indicative date for signing of SLA	29 August 2022
Effective date	01 September 2022

### 4. SUBMISSION OF BIDS

- 4.1. Hardcopies and electronic copies of Bids are to be submitted to:

Physical Address of Tender Box	Denel Overberg Test Range Arniston Road, Arniston, South Africa Tender box is situated in the Reception area of the Security building at the main gate.
Hours of access to Tender Box	Accessible all hours of the day
Information to be marked on package containing Bid:  <u>Two Envelope System</u> - Indicate whether each envelope pertains to: Envelope 1: "Qualifying and Functional Evaluation", and Envelope 2: "Price and Preference Points"	Denel Overberg Test Range SCM Unit RFT Ref. No. <b>OTT/452/202203</b> [Name of Bidder] For Attention: Tender Office

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

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

- 4.2. Bidders are requested to initial each page of the Bid 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 Bidders 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 BID**

This RFT is an invitation for person(s) to submit a Bid(s) for the provision of the services as set out in the Specification contained in 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 Overberg Test Range and any Bidder unless and until Denel Overberg Test Range has executed a formal written contract with the successful Bidder.

## **7. ACCURACY OF THE RFT**

- 7.1. Whilst all due care has been taken in connection with the preparation of this RFT, Denel Overberg Test Range makes no representations or warranties that the content in this RFT or any information communicated to or provided to Bidders during the Tendering Process is, or will be, accurate, current or complete. Denel Overberg Test Range, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.
- 7.2. If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this RFT or any other information provided by Denel Overberg Test Range (other than minor clerical matters), the Bidder must promptly notify Denel Overberg Test Range in writing of such discrepancy, ambiguity, error or inconsistency in order to afford Denel Overberg Test Range 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 Overberg Test Range 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 RFT**

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

## **9. REPRESENTATIONS**

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

## **10. CONFIDENTIALITY**

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

## **11. UNAUTHORISED COMMUNICATIONS**

- 11.1. Communication (including promotional or advertising activities) with staff of Denel Overberg Test Range or their advisors 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 Overberg Test Range to the extent that such communication is not related to this RFT or the Tendering Process.
- 11.2. 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.

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

- 12.1. Bidders may not seek or obtain the assistance of employees of Denel Overberg Test Range in the preparation of their tender responses.
- 12.2. Denel Overberg Test Range may in its absolute discretion, immediately disqualify a Bidder that it believes has sought or obtained such improper assistance.
- 12.3. Bidders are to be familiar with the implications of contravening the Prevention and Combating of Corrupt Activities Act, 2004 and any other relevant legislation.

- 12.4. Any improper communication, canvassing, or engagement with any Denel Overberg Test Range people/person/representative will result in immediate disqualification from the RFT process

### **13. ANTI-COMPETITIVE CONDUCT**

- 13.1. Bidders and their respective officers, employees, agents, and advisors must not engage in any collusion, anti-competitive conduct or any other similar conduct with any other Bidder or any other person(s) in respect of this Tendering Process, including during the:
- a. Preparation or lodgement of their Bid;
  - b. Evaluation and clarification of their Bid; and
  - c. Negotiations with Denel Overberg Test Range.
- 13.2. For the purposes of this Clause 13, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange, and clarification of information whether or not such information is confidential to Denel Overberg Test Range or any other Bidder or any other person or organisation.
- 13.3. In addition to any other remedies available to it under law or contract, Denel Overberg Test Range may, in its absolute discretion, immediately disqualify a Bidder that it believes has engaged in any collusive, anti-competitive conduct or any other similar conduct during or before the Tendering Process.

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

- 14.1. Any complaint about the RFT or the Tendering Process must be submitted to the Tender Office via the Tender Response email address, by email only, immediately upon the cause of the complaint arising or becoming known to the Bidder.
- 14.2. The written complaint must set out:
- 14.2.1. the basis for the complaint, specifying the issues involved;
  - 14.2.2. how the subject of the complaint affects the organisation or person making the complaint;
  - 14.2.3. any relevant background information; and
  - 14.2.4. the outcome desired by the person or organisation making the complaint.
- 14.3. If the matter relates to the conduct of an employee of Denel Overberg Test Range, the complaint should be addressed in writing marked for the attention of the Chief Executive Officer of Denel Overberg Test Range, and delivered to the physical address of Denel Overberg Test Range, as notified.

## 15. CONFLICT OF INTEREST

- 15.1. A Bidder must ensure that its officers, employees, agents and advisors do not place themselves in a position that may give rise to actual, potential or perceived conflict of interest between the interests of Denel Overberg Test Range and the Bidder's interests during the Tender Process.
- 15.2. The Bidder is required to provide details of any interests, relationships or clients which may or do give rise to a conflict of interest in relation to the supply of the products/services under any contract that may result from this RFT. If the Bidder submits its Bid and a subsequent conflict of interest arises, or is likely to arise, which was not disclosed in the Tender, the Bidder must notify Denel Overberg Test Range immediately in writing of that conflict.
- 15.3. Denel Overberg Test Range may immediately disqualify a Bidder from the Tendering Process if the Bidder fails to notify Denel Overberg Test Range of the conflict of interest as required.

## 16. LATE BIDS

- 16.1. Bids must be delivered by the Closing Date and Time. The Closing date and time may be extended by Denel Overberg Test Range in its absolute discretion by providing written notice to Bidders.
- 16.2. Bids 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 Bids will be accepted.**
- 16.3. The determination by Denel Overberg Test Range as to the actual date and time that a Bid is submitted is final.

## 17. BIDDER'S RESPONSIBILITIES

- 17.1. Bidders 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 Overberg Test Range to Bidders 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 Overberg Test Range's requirements for the provision of the Products/Services;
  - 17.1.3. Ensuring that their Bid(s) 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 Bid;
  - 17.1.5. Ensuring that they comply with all applicable laws with regards to the Tendering Process particularly as specified by National Treasury Regulations, Guidelines, Instruction Notes and Practice Notes and other relevant legislation as published from time to time in the Government Gazette; and

- 17.1.6. Submitting all Compulsory Documents.
- 17.2. Bidders with annual total revenue of R10 million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the B-BBEE Act and must submit a certificate issued by a registered, independent auditor (who is not the Bidder or a partner to the Bidder) or an accredited verification agency, or a sworn affidavit in the prescribed format.
- 17.3. Bidders other than Exempted Micro-Enterprises (EMEs) must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE status. The submission of such certificates must comply with the requirements of instructions and guidelines issued by National Treasury and must be in accordance with the applicable notices published by the Department of Trade and Industry in the Government Gazette.

## **18. PREPARATION OF BIDS**

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

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

- 19.1. Denel Overberg Test Range may disregard any content in a Bid that is illegible and will be under no obligation whatsoever to seek clarification from the Bidder.
- 19.2. Denel Overberg Test Range 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 reasonably considers that correction would materially alter the substance of the Bid or affect the fairness of the tendering process.

## **20. OBLIGATION TO NOTIFY ERRORS**

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

## **21. RESPONSIBILITY FOR TENDERING COSTS**

21.1. The Bidders participation or involvement in any stage of the Tendering Process is at the Bidders sole risk, cost and expense. Denel Overberg Test Range 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.

21.2. Denel Overberg Test Range is not liable to the Bidder for any costs on the basis of any contractual, promissory or restitution grounds whatsoever as a consequence of any matter relating to the Bidder's participation in the Tendering Process, including without limitation, instances where:

21.2.1. The Bidder is not engaged to perform under any contract; or

21.2.2. Denel Overberg Test Range exercises any right under this RFT or at law.

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

22.1. All Bids received by Denel Overberg Test Range will be treated as confidential. Denel Overberg Test Range will not disclose contents of any Bid and Bid 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 Overberg Test Range 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.

## **23. USE OF BIDS**

23.1. Upon submission in accordance with the requirements relating to the submission of Bids, all Bids submitted become the property of Denel Overberg Test Range. Bidders will retain all ownership rights in any intellectual property contained in the Bids.

23.2. Each Bidder, by submission of their Bid, is deemed to have licensed Denel Overberg Test Range to reproduce the whole, or any portion, of their Bid for the sole purposes of enabling Denel Overberg Test Range to evaluate the Bid.

## 24. BID ACCEPTANCE

All Tenders received must remain open for acceptance for a period of **90 days** from the Closing Time. This period may be extended by written mutual agreement between Denel Overberg Test Range and the Bidder.

## 25. CHANGES TO PRICE PROPOSALS

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

## 26. DENEL PROCUREMENT PHILOSOPHY

26.1. 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:

26.1.1. The PFMA and the PPPFA;

26.1.2. Preferential Procurement Regulations 2017;

26.1.3. Relevant Legislation; and

26.1.4. In its quest to advance Black-owned companies and individuals, Denel Overberg Test Range 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.

### Notes:

1. As a SOC Denel is 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. BBEE AND SOCIO-ECONOMIC OBLIGATIONS

- 27.1. 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, 2000 (PPPFA), (Act No 5 of 2000) and its Regulations, Bidders are to note that Denel Overberg Test Range 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 Overberg Test Range shall use the lowest acceptable Bid to determine the applicable preference point system that is either 90/10 or 80/20 point system as per the **PPPFA Regulations of 2017**.
- 27.3. Bidders are required to complete the B-BBEE Preference Point Claim Form and submit it together with valid proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.
- 27.4. Bidders are required at all times to comply with the latest B-BBEE legislation and/or instruction notes as issued from time to time by the Department of Trade and Industry.

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

## 28. B-BBEE JOINT VENTURES OR CONSORTIUMS

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

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



**29. NATIONAL TREASURY’S CENTRAL SUPPLIER DATABASE**

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

Supplier CSD Number:	
Unique registration reference number:	

**30. TAX COMPLIANCE**

- 30.1. A Bidder must be compliant when submitting a proposal to Denel Overberg Test Range and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- 30.2. It is a condition of this RFT that the tax matters of the successful Bidder are in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet the Bidder’s tax obligations.
- 30.3. Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the Bidder’s tax compliance status through the Central Supplier Database.
- 30.4. It is a requirement that a Bidder grant a written confirmation when submitting a Bid that SARS may on an on-going basis during the tenure of the contract disclose the Bidder’s tax compliance status and by submitting this Bid 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 3<sup>rd</sup> 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. Bidders are required to provide the following to Denel Overberg Test Range in order to enable it to verify their tax compliance status:

Tax reference number:	
Tax Clearance Certificate & TCC Number:	
PIN:	

## 32. EVALUATION CRITERIA

Bids will be evaluated and adjudicated as follows:

### 32.1. ADMINISTRATIVE COMPLIANCE

- 32.1.1. Only those Bidders which comply with the administrative compliance may be eligible to participate further in the Tendering Process.

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

REQUIREMENT	COMPLIANT	NON-COMPLIANT	N/A
Tenderer is a South African-owned company (Submit Certified ID Copies of the Shareholders and Directors)			
The Tenderer must have the necessary infrastructure and capacity to meet Denel Overberg Test Range requirements.			
Valid Tax Clearance Certificate or an access Pin to SARS e-Filing.  Or Non-South African Companies must obtain SARS Tax Clearance Certificate from SARS ( <a href="http://www.sars.gov.za">www.sars.gov.za</a> )			
Valid B-BBEE Certificate (but non submission won't result in disqualification, instead a Bidder will be scored a zero)			
Central Supplier Database (CSD) proof of registration (submit supporting documentation).			
Certified copy of the Company Registration with CIPC			
Current Banking Details on letter from the Bank issued on a bank letterhead with stamp.			
Certified copies of all share holder certificates (Detailed breakdown of shareholding)			

REQUIREMENT	COMPLIANT	NON-COMPLIANT	N/A
A copy of the shareholder agreement (if there is more than one shareholder)			
<b>Note: Failure to meet the above requirements may result in automatic disqualification</b>			

### 32.2. FIRST STAGE – FUNCTIONAL EVALUATION

- 32.2.1. Bidders are evaluated based on the functional criteria set out in Part D of this RFT. Only those Bidders which score seventy (60) points or higher (out of a possible 100) during the functional evaluation will be evaluated during the second stage of the bid evaluation process.
- 32.2.2. The Functional Evaluation that will be used to assess the capability and capacity of the Bidders, will be done using the evaluation criteria included in Part D: Statement of Work.

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

80/20 Formula	Price 80 points	B-BBEE 20 points
90/10 Formula	Price 90 points	B-BBEE 10 points

**Note:** The 80/20 formula applies to Bids 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 the 90/10 formula applies to Bids with a Rand value above R50 million inclusive of all applicable taxes.

- 32.3.2. The successful Bidder will typically be the Bidder that scores the highest number of points in the second stage of the bid evaluation. However, Denel Overberg Test Range may exercise its right to cancel the RFT or may award the Bid to a company that did not obtain the highest score based on objective business criteria or transformation requirements.

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

#### 32.3.3. Price points

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

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

Where:

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

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

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

#### 32.3.4. Preferential Procurement Points

A maximum of 20 (80/20 system) or 10 (90/10 system) points may be awarded in respect of preferential procurement, which points must be awarded to a Bidder for attaining their B-BBEE Status Level in accordance with the table below:

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

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

#### 32.3.5. Total

The total points scored by each Bidder will be calculated by adding the points scored for price (out of 80 or 90) to the points scored for B-BBEE level (out of 20 or 10) respectively.

The successful Bidder will be the Bidder which has the highest total points (out of 100) for both price and preferential procurement (unless there is a basis for selecting a different successful Bidder in accordance with section 2(1) (f) of the PPPFA).

### 33. STATUS OF BID

33.1. Each Bid constitutes an irrevocable offer by the Bidder to Denel Overberg Test Range to provide the Products/Services required and otherwise to satisfy the requirements of the Specification as set out in this RFT.

33.2. A Bid must not be conditional on:

- a. the Board approval of the Bid or any related governing body of the Bidder being obtained;
- b. the Bidder conducting due diligence or any other form of enquiry or investigation on Denel Overberg Test Range;
- c. the Bidder (or any other party) obtaining any regulatory approval or consent;

- d. the Bidder obtaining the consent or approval of any third party; or
- e. The Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.

33.3. Denel Overberg Test Range 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).

33.4. Denel Overberg Test Range reserves the right to accept a Bid in part or in whole or to negotiate with a Bidder in accordance with the provisions of this RFT and the applicable laws and regulations.

#### **34. CLARIFICATION OF BIDS**

34.1. Denel Overberg Test Range may seek clarification from and enter into discussions with any or all of the Bidders in relation to their Tender. Denel Overberg Test Range may use the information obtained when clarification is sought or discussions are held in interpreting the Bid and evaluating the cost and risk of accepting the Tender. Failure to supply clarification to the satisfaction of Denel Overberg Test Range may render the Bid liable to disqualification.

34.2. Denel Overberg Test Range is under no obligation to seek clarification of anything in a Bid and reserves the right to disregard any clarification that Denel Overberg Test Range considers to be unsolicited or otherwise impermissible or irrelevant in accordance with the rules set out in this RFT.

#### **35. DISCUSSION WITH BIDDERS**

Denel Overberg Test Range is under no obligation to discuss the outcome of the bid process with any of the Bidders.

#### **36. SUCCESSFUL TENDERS**

36.1. Selection as a successful Bidder does not give rise to a contract (express or implied) between the successful Bidder and Denel Overberg Test Range for the supply of Products/Services until such time that Denel Overberg Test Range and the successful Bidder conclude the SLA.

36.2. The Bidder is bound by its Proposal and all other documents forming part of its Response. Denel Overberg Test Range will not entertain any material deviation from the original offer.

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

Denel Overberg Test Range is under no obligation to appoint a successful Bidder(s) (as the case may be), or to enter into a contract and/or SLA with a successful Bidder or any other person, if it is unable to identify a Bid that complies in all relevant respects with the requirements of Denel Overberg Test Range, or if due to changed circumstances, there is no longer a need for the Products/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 Overberg Test Range will be free to proceed via any alternative process.

### **38. BIDDER WARRANTIES**

By submitting a Bid, a Bidder warrants that:

- 38.1. 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 Overberg Test Range, its officers, employees, or advisers other than any statement, warranty or representation expressly contained in the RFT;
- 38.2. it did not use the improper assistance of Denel Overberg Test Range's employees or information unlawfully obtained from them in compiling its Bid;
- 38.3. it is responsible for all costs and expenses related to the preparation and submission of its Bid, and any future process connected with or relating to the Tendering Process;
- 38.4. it accepts and will comply with the terms set out in this RFT; and
- 38.5. it will provide additional information in a timely manner as requested by Denel Overberg Test Range to clarify any matters contained in the Bid.

### **39. DENEL OVERBERG TEST RANGE'S RIGHTS**

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

- 39.1. Cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract and/or SLA;
- 39.2. Alter the structure and/or the timing of this RFT or the Tendering Process;
- 39.3. Amend any bid condition, bid validity period, RFT specifications or extend the bid closing date, all before the bid closing date;
- 39.4. Terminate the participation of any Bidder or any other person in the Tendering Process;
- 39.5. Request additional relevant information, agreements and other documents to verify information provided in the Bid response or request clarification from any Bidder or any other person;
- 39.6. Provide additional information or clarification;
- 39.7. Negotiate with any one or more Bidder's;
- 39.8. Call for new Bids;

- 39.9. Reject any Bid that does not comply with the requirements of this RFT;
- 39.10. Disregard the lowest priced Bid or any Bid in part or in whole;
- 39.11. Categorise the Bids into different areas of expertise;
- 39.12. Conduct site visits at the Bidder's Offices or at Client's Site or office if so required; and
- 39.13. Consider the guidelines and prescribed hourly remuneration rates for consultants as provided for in the National Treasury Instruction 01 of 2013\2014: Cost Containment Measures, where relevant.

#### **40. GOVERNING LAWS**

- 40.1. This RFT and the Tendering Process are governed by the laws of the Republic of South Africa.
- 40.2. All Bids must be completed using the English language, and
- 40.3. All costing must be in South African Rand.

## PART D: STATEMENT OF WORK

**BID NUMBER** : OTT/452/202203  
**DESCRIPTION** : **SUPPLY AND DELIVERY OF FUEL FOR A PERIOD OF THREE (3) YEARS**

### 1. INTENT OF THE REQUEST FOR TENDER

Denel SOC Ltd, trading as Denel Overberg Test Range, located in the Overberg Region of the Western Cape, South Africa, is inviting suitably qualified, reliable, experienced service providers to bid for the **Supply and Delivery of Fuel for a period of three (3) years**.

### 2. BACKGROUND

- 2.1. Denel SOC Ltd operates primarily in the military and landwards defence environment. The South African government is its sole Shareholder, and as a state owned company, it reports to the Minister of Public Enterprises.
- 2.2. Denel Overberg Test Range is a division of Denel SOC Ltd, operating as a multipurpose missile and aircraft test range that provides in-flight systems performance measurement and weapon system evaluation services to the local and international clients.

### 3. STORAGE INFRASTRUCTURE

#### 3.1. Unleaded Petrol 95 Octane Storage Tanks

Depot	Location of tank	Quantity of tanks	Tank Size (litres)	GPS Coordinates (KTM System)
Arniston, Store	Underground	2	23 000	34°39'00.29"S, 20°13'11.48"E

#### 3.2. Diesel 50 ppm Storage Tanks

Depot	Location of tank	Quantity of tanks	Tank Size (litres)	GPS Coordinates (KTM System)
Arniston, Store	Underground	2	23 000	34°39'00.29"S, 20°13'11.48"E
Arniston, PS	Above ground	2	2 200	34°39'04.95"S, 20°13'02.53"E
Arniston, PS	Underground	2	83 000	34°39'04.95"S, 20°13'02.53"E
Arniston, WF	Underground	1	9 000	34°30'50.34"S, 20°14'47.25"E
Infanta, L1	Above ground	1	15 000	34°26'02.21"S, 20°47'44.15"E

#### 3.3. Location (MDZ Zones)

Fuel Zone	Magisterial District	Magisterial Code	Province
06A	Bredasdorp	BM016	Western Cape



#### 4. SUPPLY AND DELIVERY REQUIREMENTS

4.1. Denel Overberg Test Range wishes to select via a competitive bidding process a suitably qualified and experienced service provider with proven capabilities for the supply and delivery of petroleum products (diesel and petrol) to its premises situated near Arniston, Overberg Region, Western Cape, as well as at its remote site near Infanta, for a period of three (3) years.

4.2. Commodities to be supplied:

- Diesel Grade 50 ppm
- Petrol Unleaded Grade 95 Octane

4.3. This contract will be awarded to one Bidder to supply both diesel and petrol.

4.4. Consumption per commodity over the past three (3) year period

Description	Diesel 50ppm (Litres)	Petrol Unleaded 95 Octane (litres)
Average per month – Normalized	9 000	2 000

**Note:** Consumption since March 2020 was impacted by the scaling-down of operational activities due to Covid-19 restriction and the Denel Group’s liquidity challenges.

4.5. Quantities:

4.5.1. No quantities are expected to be reflected in the Bids as orders will be placed on the basis of “as and when required”.

4.5.2. No guarantee is given or implied as to the actual quantity which will be procured during the agreement period.

4.5.3. The usage per commodity may fluctuate over time due to fluctuations in intensity of operational activities and tests conducted at the Test Range. The figures provided in 4.4 above are just a guide for bidders to make informed decisions.

4.5.4. For evaluation purposes, the total estimated value of petrol and diesel quantities expected to be consumed over the agreement period based on the figures provided in 4.4 above, shall be used.

4.6. Interested Bidders must take note that, purchase order(s) will be placed as and when commodities are required during the agreement period by Denel Overberg Test Range. Delivery points will be specified at the time of order placement. Bidders must thus take cognisance that commodities must be readily available as and when required by the Test Range.

4.7. Required commodities must be delivered to Denel Overberg Test Range’s premises situated near Arniston in the Overberg Region, Western Cape, as well as from time to time at its remote site near Infanta. Should delivery to any other delivery point be required the service provider will be informed accordingly at the time of quotation requests.

4.8. The instructions appearing on the purchase order regarding the supply, dispatch and submission of invoices must be strictly adhered to. Under no circumstances should the service provider deviate from the orders issued by Denel Overberg Test Range.

- 4.9. Denel Overberg Test Range is under no obligation to accept any quantity which is delivered in excess of the ordered quantity.
- 4.10. Delivery of goods must be made in accordance with the instructions appearing on the official order forms issued by Denel Overberg Test Range. Deliveries not complying with the order forms will be returned to the service provider at the service provider's expense.
- 4.11. All deliveries or dispatches must be accompanied by a delivery note stating the official order number against which the delivery has been affected.
- 4.12. Risk in and to fuel products to be delivered by the successful service provider shall pass to Denel Overberg Test Range only once the fuel products have been delivered in good and proper order to the Denel Overberg Test Range and delivery had been accepted in writing by a duly authorized person.
- 4.13. Lead times for delivery must be quoted for the duration of the agreement period. The successful Bidder will be expected to adhere to the delivery lead times quoted in his Bid.
- 4.14. Bidders must be able to supply and deliver the required quantities fuel within 48 hours of receiving an official order should the need arise.
- 4.15. If the service provider for any reason cannot supply the requested fuel within the required timeframe specified in the purchase order, Denel Overberg Test Range reserves the right, without prejudicing any of rights, to buy from another supplier until the approved service provider will be able to supply.
- 4.16. The service provider must ensure that his tankers are equipped with calibrated meters to accurately monitor the amount of fuel dispensed.
- 4.17. Bidders must submit as part of their Bids their safety plan addressing safety measures in place during transport and dispatching of fuel. The safety plan must indicate, amongst others, that delivery spill containment kits will be provided by the successful bidder.
- 4.18. The service provider must ensure that they supply the correct equipment for dispatching fuel from their tanker to the end-user tank(s). Due to the fact that the storage infrastructure on site was installed more than 30 years ago, it is the responsibility of the winning Bidder to ensure that the current fittings/couplings are changed in order to match the current industry norms. Any changes made to fittings/couplings will be at the service provider's cost. Should a service provider wish to inspect the existing infrastructure, he/she can make arrangements with the SCM Office (Tessa Vermeulen) who can be contacted at [tenders@denelotr.co.za](mailto:tenders@denelotr.co.za). Pictures can also be provided upon request.

## **5. LEGISLATIVE AND REGULATORY FRAMEWORK**

- 5.1. This bid and all contracts emanating there from will be subject to General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999) as well as the Preferential Procurement Policy Framework Act 2000 (PPPFA) with its latest 2017 Regulations.

- 5.2. The Conditions stated in this “Part D” are supplementary to that of General Conditions of Contract. However, where these Conditions are in conflict with the General Conditions of Contract, the Conditions stated in this “Part D” will prevail.
- 5.3. This Bid is subject to all applicable industry legislation and regulations, including but not limited to:
  - 5.3.1. The Petroleum Products Amended Act No 2 of 2005;
  - 5.3.2. The National Road Traffic Act No 93 of 1996;
  - 5.3.3. The Hazardous Substances Act, Act 15 of 1973;
  - 5.3.4. Regulations regarding petroleum products wholesale licenses as per Government Gazette No 28665 dated 27 March 2006;
  - 5.3.5. Occupational Health & Safety Act on regulation, 85 of 1993 Major Hazard Regulation Section 3(1) read with section 5(1) and 5(5)(a);
  - 5.3.6. National Environmental Management Act (NEMA), 1998, Listed Activities under notice 1 R166 of the Act, including regulation 1R; section 24(4)(a); section 24(2)(a) or (b);
  - 5.3.7. Environment Conservation Act, 1989 (Act No. 73 of 1989), section 21 (Government Notice No. R.1182); and
  - 5.3.8. B-BBEE Petroleum and Liquid Fuels Sector Transformation Charter, gazetted on 13 September 2017.

## **6. SPECIAL CONDITIONS**

- 6.1. The Bidder must be in possession of a valid trade licence issued by the Gas Regulator for the supply of fuel. This certificate, in the name of the bidding service provider, must be attached to the Bid.
- 6.2. All petroleum products offered in terms of this Bid shall comply with the latest relevant Codes of the South African Petroleum Products Amendment Act (PPA), issued by the Department of Energy in June 2006, the South African National Standards (SANS) specifications and the National Association of Automobile Manufacturers of South Africa (NAAMSA) wherever applicable.
- 6.3. The service provider delivering fuel to Denel Overberg Test Range must at all-time take cognisance of transit and storage conditions applicable to the relevant product which must be adhered to.
- 6.4. Upon delivery of fuel, the service provider would be required to produce on request valid calibration certificate(s) of pumps/meters fitted on the delivery truck.
- 6.5. Quality Adherence
  - 6.5.1. The service provider must supply compliance certificates at the beginning of the contract and its anniversary in respect of specified items to determine whether these comply with the relevant SABS Codes.

- 6.5.2. Denel Overberg Test Range reserves the right to conduct random sampling on the products at delivery prior to the fuel being dispatched into the end-user tank. The sample will be tested for compliance by an independent institution at the cost of the service provider.
- 6.5.3. If the delivered supplies are not in accordance with the agreement requirements the service provider will be liable for removal of the fuel from the tank and the cleaning of the tank at his cost.
- 6.6. Contaminated Fuel
  - 6.6.1. Should the service provider be responsible for the contamination of fuel, the fuel will be replaced by the service provider at no cost to Denel Overberg Test Range.
  - 6.6.2. Should Denel Overberg Test Range have contaminated fuel it will be sold to the service provider who supplied it, only if Denel Overberg Test Range is responsible for the contamination of the fuel.
  - 6.6.3. Denel Overberg Test Range will sell the fuel to the service provider at a negotiated price that is less than the fuel price at that particular month. Should the fuel be contaminated to a level where it cannot be revalidated or brought back to its original use, Denel Overberg Test Range and the service provider will negotiate the cost of disposing that fuel.
  - 6.6.4. The cost of such disposal will be for the account of Denel Overberg Test Range, should it not be the fault of the relevant service provider.
- 6.7. Replacement fuel dipsticks must be supplied by the service provider on request.
- 6.8. The service provider shall note and accept Denel Overberg Test Range's payment terms as standard of 30 days after month-end statement. No upfront payment shall be allowed.
- 6.9. The winning service provider must communicate monthly press releases with the designated Denel Overberg Test Range Procurement Officer on regular basis. Press releases must reflect amongst the others: schedule of fluctuations in prices for both petrol and diesel, and other matters. Such fluctuations shall be validated by the representative of Denel Overberg Test Range.
- 6.10. The successful service provider will be required to advise the designated Denel Overberg Test Range Procurement Officer immediately when unforeseeable circumstances will adversely affect execution of the agreement. Full particulars of such circumstances as well as the period of delay must be furnished in writing.

## **7. TERMINATION**

- 7.1. Denel Overberg Test Range shall be entitled to terminate this agreement if one or more of the following occur: –
  - 7.1.1. the service provider decides to cede or assign any of its rights or delegate any of its obligations or duties, or any part of thereof acquired without the written consent of Denel Overberg Test Range;
  - 7.1.2. the service provider does not honour contractual obligations including submission of information;

- 7.1.3. the service provider is provisionally or finally liquidated, making it impossible for the service provider to perform its functions in terms of this agreement;
- 7.1.4. the service provider enters into settlement arrangements with their creditors;
- 7.1.5. the service provider commits an act of insolvency; and
- 7.1.6. in the event that the service provider is a member of an unincorporated joint venture or consortium and the membership of such joint venture or Consortium changes.
- 7.2. Denel Overberg Test Range reserves its right to terminate the agreement in the event that there is a change in ownership of the service provider that has the effect that over 50% ownership of the service provider belongs to the new owner without prior written approval of Denel Overberg Test Range.
- 7.3. Either Party may terminate this agreement for breach in the event that the other party fails to comply with any of its obligations in terms of this agreement, and have failed to remedy such breach within 14 (fourteen) calendar day's written notice to remedy such non-compliance.

## 8. EVALUATION

### 8.1. MANDATORY REQUIREMENTS

Bidders are required to indicate their compliance by ticking the applicable box in the table below:

No.	Mandatory Requirement	Comply	Do not Comply	Comments
1	Valid letter of Good Standing (COIDA) Bidder must provide the certificate Proof of COIDA			
2	Proof of Public Liability Insurance / Third Party Insurance R 5 000 000. Available or quotation			
3	Valid wholesale license from Department of Mineral Resources & Energy (DMRE)			

Bidders are required to attach the above documents as part of the supporting documents submitted as Annexure K; failure to do so will render your Bid unresponsive and will not be able to proceed for further evaluation of functionality evaluation.

### 8.2. FIRST STAGE – FUNCTIONAL EVALUATION

- 8.2.1. To assess their capability and capacity Bidders will be evaluated based on the functional criteria detailed in 8.2.2 below. Only those Bidders which score sixty (60) points or higher (out of a possible 100) during the functional evaluation will be evaluated during the second stage of the bid evaluation process.

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

RATING	DEFINITION	SCORE
Excellent	Exceeds the requirement. Exceptional demonstration by the supplier of the relevant ability, understanding, experience, skills, and resource and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	5
Good	Satisfies the requirement with minor additional benefits. Above average demonstration by the supplier of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	4
Acceptable	Satisfies the requirement. Demonstration by the supplier of the relevant ability, understanding, experience, skills, resource, and quality measures required to provide the goods / services, with supporting evidence.	3
Minor Reservations	Satisfies the requirement with minor reservations. Some minor reservations of the supplier's relevant ability, understanding, experience, skills, resources and quality measures required to provide the goods / services, with little or no supporting evidence.	2
Serious Reservations	Satisfies the requirement with major reservations. Considerable reservations of the supplier's relevant ability, understanding, experience, skills, resources and quality measures required to provide the goods / services, with little or no supporting evidence.	1
Failed	Failed to address the issue	0

### 8.2.2. Criterion's For Functional Evaluation

NO.	CRITERIA	WEIGHTING
1.a	<p>Bidders must provide a <b>Company Profile</b> demonstrating relevant <b>expertise and capability</b>, of the company in the transportation and delivery of fuel.</p> <p><b><u>Evaluation will be as follows :</u></b></p> <p>Company profile = 5 points            Company profile = 4 points            Company profile = 3 points            Company profile = 2 points            Company profile = 1 points</p> <p><i><b>Note:</b> Responding Bidder must ensure that the company profile must demonstrate the highlighted.</i></p>	20%
1.b	<p>Bidders must provide a <b>Company Profile</b> demonstrating relevant <b>experience</b> in years of the company <b>in the transportation and delivery of fuel</b>).</p> <p><b><u>Evaluation will be as follows :</u></b></p> <p>Six (6) years' experience or more = 5 points            Five (5) years' experience or more = 4 points            Four (4) years' experience or more = 3 points            Three (3) years' experience or more = 2 points            Two (2) years' experience = 1 points</p> <p><i><b>Note:</b> Responding Bidder must ensure that the company profile must demonstrate the highlighted above including number of years</i></p>	15%

NO.	CRITERIA	WEIGHTING
1.c	<p>Bidders must provide a client list on the transportation and delivery of fuel. Please provide a list of clients as per below format.</p> <p><b>Evaluation will be as follows :</b></p> <p>Six (6) or more clients listed = 5 points            Five (5) clients listed = 4 points            Four (4) clients listed = 3 points            Three (3) clients listed = 2 points            Two (2) clients listed = 1 points</p> <p><b>Note:</b> <i>the format below at the end of the table</i></p>	15%
2.	<p>Bidders must demonstrate to have successfully <b>rendered services of similar nature</b> in the past five years or more. Please provide reference letters which are on a letter head of the company serviced and signed by them within the last five years.</p> <p><b>Evaluation will be as follows :</b></p> <p>5 or more reference letters = 5 points            4 reference letters = 4 points            3 reference letters = 3 points            2 reference letters = 2 points            1 reference letter = 1 point</p> <p><b>Notes:</b></p> <ul style="list-style-type: none"> <li>• <i>Reference letters must not be addressed to an individual but to the company responding to this Bid.</i></li> <li>• <i>References that cannot be traced / verified shall result in a bidder not scoring for this criterion functionality.</i></li> <li>• <i>Reference letter must contain: Telephone number, email address, litres of fuel delivered</i></li> </ul>	20%
3.	<p>Bidder's <b>capacity to deliver</b> the litres of fuel :</p> <p>The bidder shall indicate how the orders are to be delivered; that is in-house or leased tankers, copies of eNaTIS document to be provided.</p> <p><b>Evaluation will be as follows :</b></p> <p>Own or leased five (5) tankers with a minimum of 5000L = 5 points            Own or leased four (4) tankers with a minimum of 5000L = 4 points            Own or leased three (3) tankers with a minimum of 5000L = 3 points            Own or leased two (2) tanker with a minimum of 5000L = 2 points            Own or leased one (1) tanker with a minimum of 5000L = 1 point</p> <p><b>Notes:</b></p> <ul style="list-style-type: none"> <li>• <i>The bidder must provide a Service Level Agreement relating to the Bidder's <u>lease</u> same litres capacity.</i></li> <li>• <i>Should the Bidder rely on delivery by a <u>third party</u> (or parties), the formal agreement(s) with this party (parties) must be submitted. Agreements must clearly state allocated capacity, lead times and other crucial conditions. For evaluation purposes formal third party agreements will be treated as a lease.</i></li> </ul>	20%

NO.	CRITERIA	WEIGHTING
4.	<p>Bidders must specify their committed delivery turnaround time from placement of a purchase order to delivery fuel to Denel Overberg Test Range's premises.</p> <p><b>Evaluation will be as follows :</b></p> <p>Delivery within 1 day of receiving the purchase order = 5 points            Delivery within two days of receiving the purchase order = 4 points            Delivery within four days of receiving the purchase order = 3 points            Delivery within one week of receiving the purchase order = 2 points            Delivery within two weeks of receiving the purchase order = 1 point</p>	10%

**Format to be used for List of Clients:**

Client No.	Name of the client (company)	Contact person	Contact Number	e-mail address	Period of the contract or service/supplier
1.					
2.					
3.					

**Note:** The List of Clients must be included in the supporting documents submitted as Annexure M.

8.3. SECOND STAGE – PRICE AND PREFERENTIAL POINTS ASSESSMENT

8.3.1. Subsequent to the evaluation of Mandatory Criteria and Functional criteria, the second stage of evaluation of the Bidders will be in respect of Price and B-BBEE status only.

8.3.2. The 80/20 system will be applied.

**9. PRICE SCHEDULE**

9.1. Prices submitted for this Bid must be filled in on the field provided on the Price Proposal supplied with the Bid (Annexure A – Schedule of Rates / Price Proposal).

9.2. The Price Proposal provided in this Bid forms an integral part of the bid document and Bidders must ensure that it is completed without changing the structure thereof.

9.3. Bidders must price the all-inclusive prices as prescribed in the Price Proposal. The prices quoted must be inclusive of all applicable taxes, all disbursement costs, shipping and handling fees, extra-ordinary expenses incurred, etc. The bid price offered for products/services is deemed to be as advertised in the item specification.

9.4. The Bidder will be responsible for insurance requirements for the supply and delivery of fuel products. These costs must be factored into the prices quoted.

9.5. The Price Proposal must be provided in a separate envelope as per Part C, Clause 4.1.

9.6. Price structures that do not comply with the requirements as prescribed in the Price Proposal may invalidate the Bid for the items involved and/or the entire Bid depending on the level of non-compliance to the Pricing Proposal.



9.7. Denel Overberg Test Range reserves the right to bench mark and negotiate with one or more preferred Bidder(s) identified in the evaluation process, regarding any items and conditions, including prices, without offering the same opportunity to any other bidder(s) who have not been awarded the status of the preferred bidder(s).

9.8. Please note that the spot date for pricing is **Wednesday 06 July 2022**.

## **10. CONTRACT PRICE ADJUSTMENT**

10.1. Quoted prices will be linked to the monthly fuel price published by the Department of Mineral Resources & Energy (DMRE) effective on the spot date. Subsequent pricing must vary in tandem with DMRE pricing relative to date of order.

10.2. Contract Price Adjustments will be processed in accordance with the monthly published media statement fuel prices as announced by the Department of Mineral Resources & Energy (DMRE). Unless prior approval in writing has been obtained from Denel Overberg Test Range, no adjustment in contract prices will be allowed.

10.3. Denel Overberg Test Range reserves the right to negotiate a price adjustment or not to grant any price adjustment.



**ANNEXURE A: SCHEDULE OF RATES / PRICE PROPOSAL**

**SDB3.1**

NAME OF BIDDER: .....
BID NUMBER: OTT/452/202203      CLOSING DATE: 12 July 2022      TIME: 11:00 (CAT)
OFFER TO BE VALID FOR <b>90 DAYS</b> FROM THE CLOSING DATE OF BID

Required by: [Denel Overberg Test Range](#)  
 At (Place of delivery): [Denel Overberg Test Range, Arniston Road, Arniston, South Africa](#)

Item No.	Item Description	Minimum Order Quantity	Spot Date Price / litre	Bid Price per litre	Rebate per litre
1.1	Unleaded Petrol Grade 95. By road tanker per litre.	6001 – 15000 litres			
1.2	Unleaded Petrol Grade 95. By road tanker per litre.	15001 > litres			
2.1	Diesel Fuel Oil Grade 50 ppm. By road tanker per litre.	6001 – 15000 litres			
2.2	Diesel Fuel Oil Grade 50 ppm. By road tanker per litre.	15001 > litres			

**Does the offer comply with the specification(s)?** YES \_\_\_ / NO \_\_\_  
 If not to specification, indicate deviation(s)  
 .....

**Are the prices quoted firm?** YES \_\_\_ / NO \_\_\_  
 If not firm, provide details of the basis on which price adjustments shall applied.  
 .....

**Delivery basis** .....  
 Period required for delivery / **Lead Time** ..... Delivery: **Firm** \_\_\_ / **Not firm** \_\_\_

*Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.  
 In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.*

.....  
 SIGNATURE OF BIDDER

.....  
 DATE

.....  
 INITIALS & SURNAME  
 SIGNED

.....  
 CAPACITY UNDER WHICH THIS BID IS

**ANNEXURE D: DECLARATION OF INTEREST**

**SDB4**

**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
  
2. Is the Bidder, or any person connected with or employed by the Bidder or an entity which forms part of the Bidder, aware of any fact which may give rise to an actual or perceived conflict of interest on the part of the Bidder, Denel Overberg Test Range or any person involved in the evaluation or adjudication of this Bid?

**YES \_\_\_ /NO \_\_\_**

If the answer to 2 above is “Yes”, Bidders are requested 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.


---

<sup>1</sup> “State” means –

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

**3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid/quotation.**

3.1 Full Name of bidder or his / her representative: .....

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</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 / PERSAL numbers must be indicated in paragraph 4 below.

3.8 Are you or any person connected with the bidder presently employed by the state? 

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

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 bidder is employed:

.....  
.....

Position occupied in the state institution:

.....  
.....

Any other particulars:

.....

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

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

If yes, did you attached 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.) 

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

---

<sup>2</sup> "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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

.....  
 .....

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

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

If so, furnish particulars

.....  
 .....

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

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

If so, furnish particulars

.....  
 .....

3.11 Are you, or any person connected with the bidder, aware of 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

.....  
 .....

3.12 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

.....  
 .....

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 THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2, 3 and 4 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
SIGNATURE OF BIDDER

.....  
DATE

.....  
INITIALS & SURNAME

.....  
CAPACITY UNDER WHICH THIS DECLARATION IS SIGNED

**ANNEXURE E: PREFERENTIAL POINTS AND B-BBEE STATUS LEVEL CERTIFICATE**

**SBD 6.1**

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

This completed 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 REVISED 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 The value of this bid is estimated to ~~exceed~~/not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20 system** shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
  - Price; and
  - B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:

	Points
Price	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	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 fill in and/or to sign this form and submit a valid B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA), or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the Bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6. The purchaser reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. DEFINITIONS**

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

- 2.2 “**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.3 “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.4 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.5 “**EME**” means an Exempted Micro Enterprise as defined by the Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).
- 2.6 “**functionality**” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.7 “**price**” means the price inclusive of all applicable taxes (value-added tax, pay as you earn, income tax), unemployment insurance fund contributions and skills development levies, less all unconditional discounts;
- 2.8 “**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;
- 2.9 “**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;
- 2.10 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

### 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:

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

Where

$P_s$  = Points scored for comparative price of bid under consideration  
 $P_t$  = Comparative price of bid under consideration  
 $P_{\min}$  = Comparative price of lowest acceptable bid



#### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

4.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level	Number of points 90/10 system	Number of points 80/20 system
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 4.2 A Bidder who qualifies as an EME or a QSE in terms of the BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and level of Black Ownership.
- 4.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 4.5 A 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.
- 4.6 Tertiary institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.7 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a Bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**5. BID DECLARATION**

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

**B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

B-BBEE Status Level of Contribution:	.....	=	.....	(maximum of 20 points)
--------------------------------------	-------	---	-------	------------------------

(Points claimed in respect of paragraph 5 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of BBEE stats level of contributor.)

**6. SUB-CONTRACTING**

6.1 Will any portion of the contract be sub-contracted? YES \_\_\_ /NO \_\_\_

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? EME \_\_\_ /QSE \_\_\_

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

7.1 Name of company/firm: .....

7.2 VAT registration number: .....

7.3 Company registration number: .....

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

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

7.5 Describe Principal Business Activities

.....  
.....

7.6 Company Classification [*Tick applicable box*]

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.



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

7.8 I/we, the undersigned, who is/are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 5 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 paragraph 5, 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 contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (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) restrict the Bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

.....  
SIGNATURE OF BIDDER

.....  
DATE

.....  
INITIALS & SURNAME

.....  
CAPACITY UNDER WHICH THIS FORM IS SIGNED

WITNESSES:

1. ....  
SIGNATURE OF WITNESS

2. ....  
SIGNATURE OF WITNESS

**ANNEXURE F: DECLARATION OF PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

**SBD 8**

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

1. This Standard Bidding Document (SBD) 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:
  - abused the institution's supply chain management system;
  - committed fraud or any other improper conduct in relation to such system; or
  - failed to perform on any previous contract.
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for 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:		

**5. 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 OF BIDDER

.....  
 DATE

.....  
 INITIALS & SURNAME

.....  
 CAPACITY UNDER WHICH THIS FORM IS SIGNED

## ANNEXURE G: CERTIFICATE OF INDEPENDENT BID DETERMINATION

### SBD 9

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.

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

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(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.

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<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.

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.

.....  
SIGNATURE OF BIDDER

.....  
DATE

.....  
INITIALS & SURNAME

.....  
CAPACITY UNDER WHICH THIS CERTIFICATE  
IS SIGNED