



The Bidder

BID NUMBER : OTT/440/201708
DESCRIPTION : SUPPLY OF RADAR TRAVELING WAVE TUBES
CLOSING DATE : 06 September 2017 at 11:00 (CAT)
VALIDITY PERIOD: 90 DAYS (CALCULATED FROM CLOSING DATE)

Denel SOC Ltd, t/a Denel Overberg Test Range is inviting via a competitive bidding process, suitably qualified, reliable, experienced service providers with proven capabilities to provide the organisation with *Radar Traveling Wave Tubes* meeting the specifications detailed in the attached documentation.

1. Bidders are invited for the supply of the above-mentioned product according to the attached Terms of Reference and conditions as outlined in the documentation.
2. This bid is subject to the National Treasury General Conditions of Contract and, where applicable, any other special conditions of contract.
3. Bid documents must be delivered in the tender box by the closing date and time at:
Denel Overberg Test Range, Arniston Road, Arniston, South Africa.
It should be noted that the tender box is situated in the Reception area of the Security building at the main gate and is accessible all hours of the day.
4. Please note that this Tendering Process will use a two envelope system.
5. No bids forwarded by postal service, email, facsimile or similar apparatus, will be considered. Photocopies of facsimiles, which are lodged in the prescribed way and in which the relevant forms and certificates are signed in ink after being copied, are accepted as valid bids.
6. No late bids will be accepted.

(Original signed)

F PIETERSE
CHIEF FINANCIAL OFFICER
DATE: 04 August 2017

INVITATION TO BID

**YOU ARE HEREBY INVITED TO SUBMIT A BID TO MEET THE REQUIREMENTS OF
DENEL SOC LTD, t/a DENEL OVERBERG TEST RANGE**

BID NUMBER:	OTT/440/201708
DESCRIPTION OF BID:	SUPPLY OF RADAR TRAVELING WAVE TUBES
CLOSING DATE	06 September 2017 at 11:00 (CAT) precisely
COMPULSORY BRIEFING SESSION	No Applicable
CLOSING DATE FOR TENDER ENQUIRIES	01 September 2017 at 11:00 (CAT) All enquiries must be directed to Tenders@denelotr.co.za All responses to questions will be published on the eTender portal; bidders are responsible to obtain responses via eTender. OTR will not be responsible for delayed or responses that are not viewed on eTender portal http://www.etenders.gov.za/
PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:	90 days (submissions must be valid for 90 days after the closing date)
BID DOCUMENTS DELIVERY ADDRESS:	Denel Overberg Test Range Arniston Road, Arniston, South Africa. It should be noted that the tender box is situated in the Reception area of the Security building at the main gate and is accessible all hours of the day. NB: Bidders must ensure that they sign the register at the Security building when submitting the bids.

NAME OF BIDDER:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
FAX NUMBER:	
EMAIL ADDRESS:	
BIDDER'S STAMP AND/OR SIGNATURE	

TABLE OF CONTENTS

DESCRIPTION	PAGE
Part A: Invitation to Bid	4
Part B: Checklist of Compulsory Returnable Schedules and Documents	6
Part C: Specifications, conditions of tender and Undertakings by Bidder	8
Part D: Statement of Work and Evaluation Criteria	27
Annexure A - Pricing Schedule	35
Annexure B - Technical Proposal	36
Annexure C - Tax Clearance Certificate Requirement (SBD2)	37
Annexure D - Declaration of Interest	38
Annexure E - B-BBEE status level certificate (SBD6.1)	42
Annexure F - Declaration of Bidder's Past Supply Chain Practices (SBD8)	48
Annexure G - Certificate of Independent Bid Determination (SBD9)	50
Annexure H - Certified copies of bidder's CIPC company registration documents listing all members with percentages, in case of a close corporation. (Foreign supplier to submit equivalent documentation applicable in their country of registration.)	53
Annexure I - Certified copies of the latest share certificates, in case of a company.	53
Annexure J - A breakdown of how fees and work will be spread between members of the bidding consortium (if applicable)	53
Annexure K - Supporting documents as responses to Qualification Criteria and Evaluation Criteria	53
Annexure L - National Treasury General Condition of Contract	53
Annexure M - RSA Central Supplier Database (CSD) Registration Summary Report and other Supporting documents. (Note: Also applicable to foreign suppliers).	53
Annexure N - Authorisation Declaration (TCBD1)	54

PART A: INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF
DENEL SOC LTD, trading as DENEL OVERBERG TEST RANGE**

BID NUMBER: **OTT/440/201708**
DESCRIPTION: **SUPPLY OF RADAR TRAVELING WAVE TUBES**
CLOSING DATE: **06 September 2017**
CLOSING TIME: **11:00 (CAT)**

The successful Bidder may be required to conclude a Service Level Agreement with Denel Overberg Test Range.

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

The Bid box is accessible all hours of the day.

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

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

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

BIDDERS THAT ARE UNINCORPORATED CONSORTIA CONSISTING OF MORE THAN ONE LEGAL ENTITY MUST SELECT A LEAD ENTITY AND FURNISH THE DETAILS OF THE LEAD ENTITY, UNLESS OTHERWISE SPECIFIED.

BIDDERS INFORMATION SHEET

*A separate sheet must be completed for every entity in the Consortium (if applicable)
Must be completed in block letters*

Name of Bidder:	
Postal Address:	
<i>Domicilium citandi et executandi</i> in the RSA (Full street address)	
Contact Person (Full Name):	
Email address:	
Telephone number:	
Cell phone number	
Fax number:	
Bidder Registration Number:	
Bidder VAT Registration Number:	
CSD Registration Number:	
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

- Tick all the relevant blocks below.
- Ensure that the compulsory returnable schedules and documents are properly completed and signed where applicable, and labelled/marked and presented as per the structure below.
- 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 original Bid (1) (hard copy) with four (4) copies (hard copies) - (clearly marked as original and copies)
<input type="checkbox"/>	<input type="checkbox"/>	Each submission must be divided and enclosed into two separate envelopes, one (1) for Qualifying Evaluation and Functional Evaluation, and one (1) for Price and Preferential Points
<input type="checkbox"/>	<input type="checkbox"/>	Part A: Invitation to Bid
<input type="checkbox"/>	<input type="checkbox"/>	Part B: Checklist of Compulsory Returnable Schedules and Documents.
<input type="checkbox"/>	<input type="checkbox"/>	Part C: Specifications, Conditions of tender and Undertakings by Bidder.
<input type="checkbox"/>	<input type="checkbox"/>	Annexure A: Price Proposal
<input type="checkbox"/>	<input type="checkbox"/>	Annexure B: Technical Proposal
<input type="checkbox"/>	<input type="checkbox"/>	Annexure C: Tax Clearance Certificate (SBD2)
<input type="checkbox"/>	<input type="checkbox"/>	Annexure D: Declaration of Interest
<input type="checkbox"/>	<input type="checkbox"/>	Annexure E: Preferential Points and B-BBEE status level certificate (SBD6.1)
<input type="checkbox"/>	<input type="checkbox"/>	Annexure F: Declaration of Bidder's Past Supply Chain Practices (SBD8)
<input type="checkbox"/>	<input type="checkbox"/>	Annexure G: Certificate of Independent Bid Determination (SBD9)
<input type="checkbox"/>	<input type="checkbox"/>	Annexure H: Certified copies of bidder's CIPC company registration documents listing all members with percentages, in case of a close corporation. (Foreign supplier to submit equivalent documentation applicable in their country of registration.)
<input type="checkbox"/>	<input type="checkbox"/>	Annexure I: Certified copies of the latest share certificates, in case of a company.

- Annexure J:** Breakdown of how fees and work will be spread between members of the bidding consortium (if applicable).
- Annexure K:** Supporting documents to their responses to the Qualifying Criteria and Evaluation Criteria.
- Annexure L:** National Treasury General Condition of Contract (July 2010)
- Annexure M:** CSD Registration Summary Report and Supporting documents.
- Annexure N:** Authorisation Declaration.

Signature(s) of Bidder or assignee(s)	Date

Name of signing person (in block letters)	
Capacity	
Are you duly authorized to sign this Bid?	
Name of Bidder (in block letters)	

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

1. DEFINITIONS

In this INVITATION TO BID or REQUEST FOR TENDER (RFT), unless a contrary intention is apparent:

- 1.1 **B-BBEE** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act 53, 2003;
- 1.2 **B-BBEE Act** means the Broad-Based Black Economic Empowerment Act, 2003;
- 1.3 **B-BBEE status level** means the B-BBEE status received by a measured entity based on its overall performance used to claim points in terms of regulation 5 and 6 of the 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 FOR 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 Bid.
- 1.7 **Companies Act** means the Companies Act 71, 2008.
- 1.8 **Compulsory Documents** means the list of compulsory schedules and documents set out in Part B.
- 1.9 **Closing Time** means the time, specified as such under clause 4 (Bid Timetable) in Part C, by which Bids must be received.
- 1.10 **Evaluation Criteria** means the criteria as mentioned under clause 28 (Evaluation Process) in this Part C and set out under clause 6 (Evaluation Criteria) in Part D, which includes the Qualifying Criteria, Functional Criteria and Price and Preferential Points Assessment.
- 1.11 **Functional Criteria** means the criteria set out in clause 6 of Part D.
- 1.12 **Intellectual Property Rights** includes copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary, or artistic fields.
- 1.13 **PFMA** means the Public Finance Management Act 1 of 1999, as amended.
- 1.14 **PPPFA** means the Preferential Procurement Policy Framework Act 5 of 2000, as amended.
- 1.15 **PPPFA Regulations** means the Revised Preferential Procurement Regulations 2017, published in terms of the PPPFA.
- 1.16 **Price and Preferential Points Assessment** means the process described in clause 6.3 of Part D and Annexure E, as prescribed by the PPPFA.
- 1.17 **Proposed Service Level Agreement** means the agreement including any other terms and conditions contained in or referred to in this RFT that may be executed between DENEL OVERBERG TEST RANGE and the successful Bidder.

- 1.18 **Qualifying Criteria** means the criteria set out in clause 28.1.1 of this Part C.
- 1.19 **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.
- 1.20 **SARS** means the South African Revenue Service.
- 1.21 **Services** means the services required by DENEL OVERBERG TEST RANGE, as specified in this RFT Part D.
- 1.22 **SLA** means Service Level Agreement.
- 1.23 **SOC** means State Owned Company.
- 1.24 **Specification** means the conditions of tender set and any specification or description of DENEL OVERBERG TEST RANGE's requirements contained in this RFT.
- 1.25 **State** means the Republic of South Africa.
- 1.26 **Statement of Compliance** means the statement forming part of a Bid indicating the Bidders compliance with the Specification.
- 1.27 **Tender Office** means the office so designated under clause 3 (Tender Office) of this Part C.
- 1.28 **Tendering Process** means the process commenced by the issuing of this Invitation to Bid 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.
- 1.29 **Website** means a website administered by Denel Overberg Test Range under its name with web address www.denelotr.co.za

2. INTERPRETATIONS

In this REQUEST FOR TENDER or RFT, unless expressly provided otherwise a reference to:

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

3. TENDER OFFICE

3.1 Tender Office details:

- Denel Overberg Test Range, SCM Unit
 - Email: Tenders@denelotr.co.za

3.2 Submission Requirements

- 3.2.1 One original Bid (1) (hard copy) with four (4) copies (hard copies) - clearly marked as original and copies.
- 3.2.2 This Tendering Process will use a two envelope system. Each submission must be divided and enclosed into two separate envelopes, one (1) envelope for Qualifying Evaluation and Functional Evaluation (together with relevant copies), and one (1) envelope for Price and Preferential Points (together with the relevant copies). Both envelopes must be clearly marked.

- 3.3 Only questions, queries and clarifications which are submitted via this dedicated email address, Tenders@denelotr.co.za to the Tender Office will be addressed. No questions will be answered telephonically.
- 3.4 These responses will be uploaded against this RFT on the National Treasury's eTender portal.
- 3.5 Kindly note that it is the sole responsibility of the bidder to ensure that frequent visits are made to the eTender portal, in order to obtain/view all responses with regards to the questions posed on this RFT.
- 3.6 DENEL OVERBERG TEST RANGE will not be held liable/responsible in the event that suppliers are not kept updated with responses to questions/queries/comments which may be posed in order to seek clarity on this RFT.
- 3.7 The eTender portal can be accessed on the following website: <http://www.etenders.gov.za/>
- 3.8 No canvassing of any DENEL OVERBERG TEST RANGE employee will be tolerated and will result in an immediate disqualification of the bidder.

4. BID TIMETABLE

This timetable is provided as an indication of the timing of the tendering process. It is indicative only and subject to change by DENEL OVERBERG TEST RANGE. Bidders are to provide BIDs that will allow achievement of the intended commencement date.

Activity	Date
Advertisement of tender:	07 August 2017
RFT document available:	07 August 2017
Compulsory Briefing Session:	Not Applicable
Closing date for tender enquiries:	01 September 2017 at 11:00 (CAT) All enquiries must be directed to Tenders@denelotr.co.za All responses to questions will be published on the eTender portal; bidders are responsible to obtain responses via eTender. Denel will not be responsible for delayed or responses that are not viewed on http://www.etenders.gov.za/
Closing date and time:	06 September 2017 at 11:00 (CAT) precisely
Intended completion of evaluation of tenders:	22 September 2017
Indicative Date for Presentations:	To be advised (if applicable)
Intended formal notification of successful Bidder(s):	29 September 2017
Signing of Service Level Agreement:	06 October 2017
Required date of delivery:	28 February 2018

5. SUBMISSION OF TENDERS

5.1 Hardcopies of Tenders 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 Tender: Denel Overberg Test Range
SCM Unit
RFT Ref. No. OTT/440/201708
[Name of Bidder]
For Attention: Tender Office

2 Envelope System:

Indicate whether envelope pertains to “Qualifying Evaluation and Functional evaluation”; or “Price and Preference Points”

5.2 Kindly ensure all submissions are duly authorised.

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

5.4 If the Bidders are submitting more than one Bid regarding the requirements 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. Each Bid shall be submitted with one (1) original hard copy and four (4) copies (hard copy), separated in two envelopes as indicated above.

6. RULES GOVERNING THIS RFT AND THE TENDERING PROCESS

- 6.1 Participation in the Tendering Process is subject to compliance with the rules contained in this RFT Part C.
- 6.2 All persons (whether a participant in this tender process) having obtained or received this RFT may only use it, and the information contained herein, in compliance with the rules contained in this RFT.
- 6.3 All Bidders are deemed to accept the rules contained in this RFT Part C.
- 6.4 The rules contained in this RFT Part C apply to:
 - 6.4.1 The RFT and any other information given, received, or made available about this RFT, and any revisions or annexure;
 - 6.4.2 the Tendering Process; and
 - 6.4.3 Any communications (including any briefings, presentations, meetings, and negotiations) relating to the RFT or the Tendering Process.

7. STATUS OF REQUEST FOR BID

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

8. ACCURACY OF REQUEST FOR BID

- 8.1 Whilst all due care has been taken in connection with the preparation of this RFT, DENEL 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.
- 8.2 If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this RFT or any other information provided by DENEL 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).
- 8.3 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 communicated as per clause 3 of this Part C to all Bidders without attribution to the Bidder who provided the written notice.

9. ADDITIONS AND AMENDMENTS TO THE RFT

- 9.1 DENEL OVERBERG TEST RANGE reserves the right to change any information in, or to issue any addendum to this RFT before the Closing 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.
- 9.2 If DENEL OVERBERG TEST RANGE exercises its right to change information in terms of clause 9.1, it may seek amended Tenders from all Bidders.

10. REPRESENTATIONS

- 10.1 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 Service Level Agreement ultimately entered between DENEL OVERBERG TEST RANGE and the successful Bidder.

11. CONFIDENTIALITY

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

12. REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION

- 12.1 All communications relating to this RFT and the Tendering Process must be directed via the Tender Response email address, Tenders@denelotr.co.za to the Tender Office only.
- 12.2 All questions or requests for further information or clarification of this RFT or any other document issued about the Tendering Process must be submitted to the Tender Office in writing, and by e-mail only.
- 12.3 Any communication by a Bidder to DENEL OVERBERG TEST RANGE will be effective upon receipt by the Tender Office.
- 12.4 DENEL OVERBERG TEST RANGE has restricted the period during which it will accept questions or requests for further information or clarification and reserves the right not to respond to any enquiry or request, irrespective of when such enquiry or request is received.
- 12.5 DENEL OVERBERG TEST RANGE shall provide all written notification or responses to Bidders questions (as posed to the dedicated email address which is Tenders@denelotr.co.za, only) by uploading a response document onto the National Treasury's eTender portal. The portal can be accessed on <http://www.etenders.gov.za/>
- 12.6 A Bidder may, by notifying the Tender Office in writing, withdraw a question submitted in accordance with this clause 12, in circumstances where the Bidder does not wish DENEL OVERBERG TEST RANGE to publish its response to the question to all Bidders.

13. UNAUTHORISED COMMUNICATIONS

- 13.1 Communications (including promotional or advertising activities) with staff of DENEL OVERBERG TEST RANGE or their advisors assisting with the Tendering Process are not permitted during the Tendering Process, or otherwise without the prior consent of the Tender Office. Nothing in this clause 13 is intended to prevent communications with staff of, or advisors to, DENEL OVERBERG TEST RANGE to the extent that such communications do not relate to this RFT or the Tendering Process.
- 13.2 Bidders must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the Tendering Process in any way.

14. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

- 14.1 Bidders may not seek or obtain the assistance of employees of DENEL OVERBERG TEST RANGE in the preparation of their tender responses.
- 14.2 DENEL OVERBERG TEST RANGE may in its absolute discretion, immediately disqualify a Bidder that it believes has sought or obtained such improper assistance.
- 14.3 Bidders are to be familiar with the implications of contravening the Prevention and Combating of Corrupt Activities Act, 2004 and any other relevant legislation.

15. ANTI-COMPETITIVE CONDUCT

- 15.1 Bidders and their respective officers, employees, agents, and advisors must not engage in any collusion, anti-competitive conduct or any other similar conduct in respect of this Tendering Process with any other Bidder or any other person(s) in relation to:
 - 15.1.1 the preparation or lodgement of their Bid
 - 15.1.2 the evaluation and clarification of their Bid; and
 - 15.1.3 The conduct of negotiations with DENEL OVERBERG TEST RANGE.
- 15.2 For the purposes of this clause 15, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange, and clarification of information whether or not such information is confidential to DENEL OVERBERG TEST RANGE or any other Bidder or any other person or organisation.
- 15.3 In addition to any other remedies available to it under law or contract, DENEL 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.

16. COMPLAINTS ABOUT THE TENDERING PROCESS

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

- 16.2 The written complaint must set out:
- 16.2.1 the basis for the complaint, specifying the issues involved;
 - 16.2.2 how the subject of the complaint affects the organisation or person making the complaint;
 - 16.2.3 any relevant background information; and
 - 16.2.4 The outcome desired by the person or organisation making the complaint.
- 16.3 If the matter relates to the conduct of an employee of DENEL 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.

17. CONFLICT OF INTEREST

- 17.1 A Bidder must not, and must ensure that its officers, employees, agents and advisors do not place themselves in a position that may give rise to actual, potential or perceived conflict of interest between the interests of DENEL OVERBERG TEST RANGE and the Bidder's interests during the Tendering Process.
- 17.2 The Bidder is required to provide details of any interests, relationships or clients which may or do give rise to a conflict of interest in relation to the supply of the services under any contract that may result from this RFT. If the Bidder submits its Bid and a subsequent conflict of interest arises, or is likely to arise, which was not disclosed in the Bid, the Bidder must notify DENEL OVERBERG TEST RANGE immediately in writing of that conflict.
- 17.3 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 as required.

18. LATE BIDS

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

19. BIDDER'S RESPONSIBILITIES

- 19.1 Bidders are responsible for:
- 19.1.1 examining this RFT and any documents referenced or attached to this RFT and any other information made or to be made available by DENEL OVERBERG TEST RANGE to Bidders in connection with this RFT;
 - 19.1.2 fully informing themselves in relation to all matters arising from this RFT, including all matters regarding DENEL OVERBERG TEST RANGE's requirements for the provision of the Services;
 - 19.1.3 ensuring that their Bids are accurate and complete;
 - 19.1.4 making their own enquiries and assessing all risks regarding this RFT, and fully considering and incorporating the impact of any known and unknown risks into their Bid;
 - 19.1.5 ensuring that they comply with all applicable laws in regards to the Tendering Process particularly as specified by National Treasury Regulations, Guidelines, Instruction Notes and Practice Notes and other relevant legislation as published from time to time in the Government Gazette; and
 - 19.1.6 Submitting all Compulsory Documents.
- 19.2 Bidders with annual total revenue of R10 million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the B-BBEE Act must submit a certificate issued by a registered, independent auditor (who or which is not the Bidder or a part of the Bidder) or an accredited verification agency.
- 19.3 Bidders other than Exempted Micro-Enterprises (EMEs) must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE status. The submission of such certificates must comply with the requirements of instructions and guidelines issued by National Treasury and are in accordance with the applicable notices published by the Department of Trade and Industry in the Government Gazette.
- 19.4 DENEL OVERBERG TEST RANGE reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by DENEL OVERBERG TEST RANGE.
- 19.5 Failure to provide the required information may result in disqualification of the Bidder.

20. PREPARATION OF BIDS

- 20.1 Bidders must ensure that:
- 20.1.1 their Bid is submitted in the required format as stipulated in this RFT; and
 - 20.1.2 All the required information fields in the Bid are completed in full and contain the information requested by DENEL OVERBERG TEST RANGE.
- 20.2 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.

- 20.3 Unnecessarily elaborate responses or other representations beyond that which is sufficient to present a complete and effective BID are not desired or required. Elaborate and expensive visual and other presentation aids are not necessary.
- 20.4 Where the Bidder is unwilling to accept a specified condition, the non-acceptance must be clearly and expressly stated. Prominence must be given to the statement detailing the non-acceptance. It is not sufficient that the statement appears only as part of an attachment to the Bid, or be included in a general statement of the Bidders usual operating conditions.
- 20.5 An incomplete Bid may be disqualified or assessed solely on the information completed or received with the Bid.

21. ILLEGIBLE CONTENT, ALTERATION, AND ERASURES

- 21.1 Incomplete Bids may be disqualified or evaluated solely on information contained in the Bid.
- 21.2 DENEL 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.
- 21.3 Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders may result in the invalidation of such bids.
- 21.4 If, after a Bidder's Response has been submitted, the Bidder becomes aware of an error in the Bid (including an error in pricing, but excluding clerical errors which would have no bearing on the evaluation of the Bid), the Bidder must promptly notify DENEL OVERBERG TEST RANGE of such error, using the Tender Response e-mail address in this document.

22. RESPONSIBILITY FOR BIDDING COSTS

- 22.1 The Bidders participation or involvement in any stage of the Tendering Process is at the Bidders sole risk, cost and expense. DENEL 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.
- 22.2 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:
 - 22.2.1 the Bidder is not engaged to perform under any contract; or
 - 22.2.2 DENEL OVERBERG TEST RANGE exercises any right under this RFT or at law.

23. DISCLOSURE OF BID CONTENTS AND BID INFORMATION

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

23.1.3 to external consultants and advisors of DENEL 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.

24. FRONTING

24.1 DENEL OVERBERG TEST RANGE supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background DENEL OVERBERG TEST RANGE condemns any form of fronting.

24.2 DENEL OVERBERG TEST RANGE in ensuring that bidders conduct themselves in an honest manner will, as part of the Bid evaluation process, conduct or initiate the necessary enquiries/investigations to determine the accuracy of representation made in bid documents.

24.3 Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the Bidder to prove that fronting does not exist.

25. USE OF BIDS

25.1 Upon submission in accordance with the requirements relating to the submission of Bids, all Bids submitted become the property of DENEL OVERBERG TEST RANGE. Bidders will retain all ownership rights in any intellectual property contained in the Bids.

25.2 Each Bidder, by submission of their Bid, is deemed to have licensed DENEL 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.

26. BID ACCEPTANCE

26.1 All Bids received must remain open for acceptance for a minimum period of 90 (Ninety) days from the Closing Time. This period may be extended by written mutual agreement between DENEL OVERBERG TEST RANGE and the Bidder.

27. DENEL'S PROCUREMENT PHILOSOPHY

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

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

27.1.2 The promotion, development, and support of businesses that are:

- Exempted Micro Enterprises and Qualifying Small Enterprises;
- Companies that are at least 51% Black Owned;
- Companies that are at least 30% Black Woman Owned;
- Companies that are at least 51% Black Youth Owned;
- Companies that are at least 30% Black People Living with Disabilities Owned;
- Companies that are Military Veterans Owned; and
- Companies that are owned and managed by people living in Rural Area.

To this end, please note that:

- Any bidding company that meets the mandatory and functional requirements but does not meet the transformation requirements as stated above; will be required to submit a Transformation plan, indicating how they plan on supporting Denel's transformation imperatives as outlined above. This will be required if there is no bidder that meets all the requirements. However, the awarding of the contract will be dependent on DENEL OVERBERG TEST RANGE's approval of the Transformation Plan.
- Denel encourages its suppliers to constantly strive to improve their B-BBEE rating. Whereas Bidders will be allocated points in terms of the Preference Point System of the PPPFA based on its B-BBEE scorecard (both at panel tender stage and subsequently at the task order stage), in addition to such scoring, at this stage Bidders will be required to submit B-BBEE improvement plan detailing how the Bidder intends improving their B-BBEE or Transformation status during the course of the contract should the order be placed on their company.
- The impact of the Amended Codes of Good Practice on the B-BBEE scorecard needs to be indicated at time of tender as well as how the organisation plans to overcome any challenges or obstacles on the B-BBEE improvement plan for each year of the contract (if applicable). This will be measured in accordance with the requirement of annual verifications done and B-BBEE certificates to be provided (though it must be noted that all suppliers are required to inform DENEL OVERBERG TEST RANGE of any change in their Transformation/B-BBEE status whereby failure to do so might result in termination of contract).
- The Transformation Plans should not only cover issues of ownership, but must extend to other elements such as Skills Development, Job Creation and Supplier Development elements, etc.

28. EVALUATION PROCESS

28.1 The Bids will be evaluated and adjudicated as follows:

28.1.1 Qualification – Evaluation of Compliance with Qualifying Criteria

Only those Bidders which satisfy all the Qualifying Criteria will be eligible to participate in the Tendering Process further. Bids which do not satisfy all of the Qualifying Criteria will not be evaluated further and shall be disqualified.

Mandatory conditions could include such items as required under clause 6.1 in Part D.

28.1.2 First stage – Functional evaluation

Bidders are evaluated based on the functional criteria set out in this RFT. Only those Bidders which score 60 points or higher (out of a possible 100) during the functional evaluation will be evaluated during the second stage of the evaluation process. The functional evaluation will/may include a presentation by the Bidders. Denel Overberg Test Range will advise bidders in advance should a presentation be required.

28.1.3 Second stage – Price and Preferential points

Those Bidders which have passed the qualification and first stages of the Tendering Process will be scored based on price and preference point allocation in accordance with applicable legislation.

The successful Bidder will typically be the Bidder that scores the highest number of points in the second stage of the Bid evaluation, unless DENEL OVERBERG TEST RANGE exercises its right to cancel the RFT or finds that there is valid business or transformative reasons that justify the award to a company that did not obtain the highest score.

Please note that:

Any bidding company that do not have majority black ownership, will be required to submit their Ownership Transformation Plan and/or their Supplier Development Plan, which may assist DENEL OVERBERG TEST RANGE to obtain their transformational objectives.

28.2 The criteria to be used during evaluation of bids as well as the documentation required to be included in the proposal is detailed in Part D: STATEMENT OF WORK AND EVALUATION CRITERIA.

28.3 Bidders are required to submit, as Annexure K to their Bids, any documentation which supports their responses provided in respect of the Qualifying Criteria and Functional Criteria.

29. STATUS OF BID

- 29.1 Each Bid constitutes an irrevocable offer by the Bidder to DENEL OVERBERG TEST RANGE to provide the Services required and otherwise to satisfy the requirements of the Specification as set out in this RFT.
- 29.2 A Bid must not be conditional on:
- 29.2.1 the Board approval of the Bidder or any related governing body of the Bidder being obtained;
 - 29.2.2 the Bidder conducting due diligence or any other form of enquiry or investigation;
 - 29.2.3 the Bidder (or any other party) obtaining any regulatory approval or consent;
 - 29.2.4 the Bidder obtaining the consent or approval of any third party; or
 - 29.2.5 The Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.
- 29.3 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).
- 29.4 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.

30. CLARIFICATION OF BIDS

- 30.1 DENEL OVERBERG TEST RANGE may seek clarification from and enter into discussions with any or all of the Bidders in relation to their Bid. DENEL OVERBERG TEST RANGE may use the information obtained when clarification is sought or discussions are had in interpreting the Bid and evaluating the cost and risk of accepting the Bid. Failure to supply clarification to the satisfaction of DENEL OVERBERG TEST RANGE may render the Bid liable to disqualification.
- 30.2 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.

31. DISCUSSION WITH BIDDERS

- 31.1 DENEL OVERBERG TEST RANGE shall elect to engage in detailed discussions with any one or more Bidder(s), with a view to maximising the benefits of this RFT as measured against the evaluation criteria and in fully understanding a Bidder's offer.
- 31.2 As part of the evaluation of this Bid, DENEL OVERBERG TEST RANGE may decide to invite Bidders to give a presentation in relation to their submissions.
- 31.3 DENEL OVERBERG TEST RANGE is under no obligation to undertake discussions with, any Bidders.

- 31.4 In addition to presentations and discussions, DENEL OVERBERG TEST RANGE shall request some or all Bidders to:
- 31.4.1 conduct a site visit, if applicable;
 - 31.4.2 provide references or additional information; and/or
 - 31.4.3 Make themselves available for panel interviews.

32. SUCCESSFUL BIDS

- 32.1 Selection as a successful Bidder does not give rise to a Service Level Agreement (express or implied) between the successful Bidder and DENEL OVERBERG TEST RANGE for the supply of the Services. No legal relationship will exist between DENEL OVERBERG TEST RANGE and a successful Bidder for the supply of the Services until such time as a binding Service Level Agreement is executed by them.
- 32.2 DENEL OVERBERG TEST RANGE may, in its absolute discretion, decide not to enter into pre-contractual negotiations with a successful Bidder.
- 32.3 A Bidder is bound by its Bid and all other documents forming part of the Bidder's Response and, if selected as a successful Bidder, must enter into a Service Level Agreement on the basis of the Bid with or without further negotiation.

33. NO OBLIGATION TO ENTER INTO SERVICE LEVEL AGREEMENT

- 33.1 DENEL OVERBERG TEST RANGE is under no obligation to appoint a successful Bidder or Bidders (as the case may be), or to enter into a Service Level Agreement 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 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.
- 33.2 DENEL OVERBERG TEST RANGE may conduct a debriefing session for all Bidders (successful and unsuccessful). Attendance at such debriefing session is optional.

34. BIDDER WARRANTIES

- 34.1 By submitting a Bid, a Bidder warrants that:
- 34.1.1 it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of DENEL OVERBERG TEST RANGE, its officers, employees, or advisers other than any statement, warranty or representation expressly contained in the RFT;
 - 34.1.2 it did not use the improper assistance of DENEL OVERBERG TEST RANGE's employees or information unlawfully obtained from them in compiling its Bid;
 - 34.1.3 it is responsible for all costs and expenses related to the preparation and lodgement of its Bid, any subsequent negotiation, and any future process connected with or relating to the Tendering Process;

- 34.1.4 it accepts and will comply with the terms set out in this RFT; and
- 34.1.5 It will provide additional information in a timely manner as requested by DENEL OVERBERG TEST RANGE to clarify any matters contained in the Bid.

35. DENEL OVERBERG TEST RANGE’S RIGHTS

- 35.1 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:
 - 35.1.1 cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written Service Level Agreement;
 - 35.1.2 alter the structure and/or the timing of this RFT or the Tendering Process;
 - 35.1.3 vary or extend any time or date specified in this RFT
 - 35.1.4 terminate the participation of any Bidder or any other person in the Tendering Process;
 - 35.1.5 require additional information or clarification from any Bidder or any other person;
 - 35.1.6 provide additional information or clarification;
 - 35.1.7 negotiate with any one or more Bidder;
 - 35.1.8 call for new Bid;
 - 35.1.9 reject any Bid received after the Closing Time; or
 - 35.1.10 Reject any Bid that does not comply with the requirements of this RFT.

36. GOVERNING LAWS

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

37. MANDATORY QUESTIONS

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

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

No.	Description	Comply/ Accept	Do not Comply / Do not accept
37.1.1	This Bid is subject to the Republic of South Africa's National Treasury General Conditions of Contract and, where applicable, any other special condition of contract.		
37.1.2	The laws of the Republic of South Africa shall govern this RFT and the Bidders hereby accept that the courts of the Republic of South Africa shall have the jurisdiction.		
37.1.3	DENEL OVERBERG TEST RANGE shall not be liable for any costs incurred by the Bidder in the preparation of response to this RFT. The preparation of response shall be made without obligation to acquire any of the items included in any Bidder's BID or to select any BID, or to discuss the reasons why such vendor's or any other BID was accepted or rejected.		
37.1.4	DENEL OVERBERG TEST RANGE may request written clarification or further information regarding any aspect of this BID. The Bidders must supply the requested information in writing within two working days after the request has been made, otherwise the BID may be disqualified.		
37.1.5	In the case of Consortium, Joint Venture or subcontractors, Bidders are required to provide copies of signed agreements stipulating the work split and Rand value as well as the shareholding of all parties involved (certified).		
37.1.6	In the case of Consortium, Joint Venture or subcontractors, all Bidders are required to provide mandatory documents this includes a B-BBEE certificate for the lead company as well as all partners/associates.		
37.1.7	DENEL OVERBERG TEST RANGE reserves the right to; cancel or reject any BID and not to award the BID to the lowest Bidder or award parts of the BID to different Bidders, or not to award the BID at all.		
37.1.8	Where applicable, Bidders are required to submit back-to-back agreements and service level agreements with their principals.		
37.1.9	By submitting a BID in response to this RFT, the Bidders accept the evaluation criteria as it stands.		
37.1.10	Where applicable, DENEL OVERBERG TEST RANGE reserves the right to run benchmarks on the requirement, during the evaluation and after the evaluation.		
37.1.11	DENEL OVERBERG TEST RANGE reserves the right to conduct a pre-award survey during the source selection process to evaluate contractors' capabilities to meet the requirements specified in the RFT and supporting documents.		

No.	Description	Comply/ Accept	Do not Comply / Do not accept
37.1.12	Only the solution commercially available at the BID closing date shall be considered. No Bids for future solutions shall be accepted.		
37.1.13	The Bidder should not qualify the BID with own conditions. Caution: If the Bidder does not specifically withdraw its own conditions of BID when called upon to do so, the BID response shall be declared invalid.		
37.1.14	Should the Bidder withdraw the BID before the BID validity period expires, DENEL OVERBERG TEST RANGE reserves the right to recover any additional expense incurred by DENEL OVERBERG TEST RANGE having to accept any less favourable BID or the additional expenditure incurred by DENEL OVERBERG TEST RANGE in the preparation of a new RFT and by the subsequent acceptance of any less favourable BID.		
37.1.15	Should the parties at any time before and/or after the award of the BID and prior to, and-or after conclusion of the contract fail to agree on any significant product price or service price adjustments, change in technical specification, change in services, etc. DENEL OVERBERG TEST RANGE shall be entitled within 14 (fourteen) days of such failure to agree, to recall the letter of award and cancel the BID by giving the Bidder not less than 90 (ninety) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the negotiations. Such cancellation shall mean that DENEL OVERBERG TEST RANGE reserves the right to award the same BID to next best Bidders as it deems fit.		
37.1.16	In the case of a consortium or joint venture, each of the authorised enterprise's members and/or partners of the different enterprises must co-sign this document.		
37.1.17	Any amendment or change of any nature made to this RFT shall only be of force and effect if it is in writing, signed by DENEL OVERBERG TEST RANGE signatory and added to this RFT as an addendum.		
37.1.18	Failure or neglect by either party to (at any time) enforce any of the provisions of this BID shall not, in any manner, be construed to be a waiver of any of that party's right in that regard and in terms of this BID. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this BID, or prejudice the right of that party to institute subsequent action.		
37.1.19	Bidders who make use of subcontractors: The BID shall be awarded to the Bidder as a primary contractor who shall be responsible for the management of the awarded BID. A Bidder which was awarded the contract after scoring HDI / RDP goals is not allowed to subcontract more than 25% of the contract to a non-HDI entity. No separate contract shall be entered between DENEL OVERBERG TEST RANGE and any such subcontractors. Copies of the signed agreements between the relevant parties must be attached to the BID responses. A list of potential sub-contractors must be presented with the BID.		

No.	Description	Comply/ Accept	Do not Comply / Do not accept
37.1.20	All services supplied in accordance with this BID must be certified to all legal requirements as per the South African law.		
37.1.21	No interest shall be payable on accounts due to the successful Bidder in an event of a dispute arising on any stipulation in the contract or payment delays.		
37.1.22	<p>Evaluation of Bids shall be performed by an evaluation panel established by DENEL OVERBERG TEST RANGE.</p> <p>Bids shall be evaluated based on conformance to the required specifications as outlined in the RFT. Points shall be allocated to each Bidder, on the basis that the maximum number of points that may be scored for price is 80, and the maximum number of preference points that may be claimed for HDI (according to the PPPFA) is 20.</p>		
37.1.23	If the successful Bidder disregards contractual specifications, this action may result in the termination of the contract.		
37.1.24	The Bidders' response to this Bid, or parts of the response, shall be included as a whole or by reference in the final contract.		
37.1.25	Should the evaluation of this Bid not be completed within the validity period of the Bid, DENEL OVERBERG TEST RANGE has discretion to extend the validity period.		
37.1.26	Upon receipt of the request to extend the validity period of the Bid, the Bidder must respond within the required time frames and in writing on whether he agrees to hold his original Bid response valid under the same terms and conditions for a further period.		
37.1.27	Should the Bidder change any wording or phrase in this RFT, the Bid shall be evaluated as though no change has been effected and the original wording or phrasing shall be used.		

Signature(s) of Bidder or assignee(s)	Date

Name of signing person (in block letters)	
Capacity	
Are you duly authorized to sign this Bid?	
Name of Bidder (in block letters)	

PART D – STATEMENT OF WORK AND EVALUATION CRITERIA



DENEL OVERBERG TEST RANGE

STATEMENT OF WORK AND EVALUATION CRITERIA

BID NUMBER : OTT/440/201708
DESCRIPTION : SUPPLY OF RADAR TRAVELING WAVE TUBES

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 and certified service providers with proven capabilities to provide the organisation with *Radar Traveling Wave Tubes* meeting the specifications detailed below.

2. BACKGROUND AND REQUIREMENT

- 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.
- 2.3 DENEL OVERBERG TEST RANGE's coherent instrumentation radar systems provide the Test Range's primary real-time tracking capability. Located at strategic positions effective coverage of the entire test arena is ensured. The mono-pulse systems operating in C-band were designed for a variety of applications. These applications encompass general test range work, including missile and ammunition evaluation, and aircraft performance tests.
- 2.4 The instrumentation radars are used for the following:
 - Long range radar tracking using a transponder
 - Coherent measurement providing direct measurement of target radial velocity
 - State vector input to backup safety display
 - Long range radar tracking in transponder (beacon) mode
 - Coherent measurement (skin mode) providing direct measurement of target radial velocity
 - Recording of this data for off-line processing

- 2.5 The radars can track in coherent (skin) or transponder (beacon) modes. The transponder is mounted in the missile and receives the radar pulse and re-transmits a single pulse or a double pulse on a different frequency, depending on the settings of the transponder. A transponder is used when assurance is needed that the radar is tracking the correct object, and for more accurate or longer distance tracking. The transponders input and output specifications depend on the specific test requirements.
- 2.6 The radars have a nominal transmission power of 70kW. This is obtained utilising a single Traveling Wave Tube (TWT). As part of the preventative maintenance plan of the radars a suitable replacement is required. **The requirement is for either a form fit function replacement of the current tubes, or a solution that includes the necessary subsystems to provide a turnkey replacement.**
- 2.7 DENEL OVERBERG TEST RANGE intends to replace all radar systems' TWTs and procure spare units over a period of 3 years, subject to the availability of sufficient funding. Two TWTs will be procured during the current financial year (ending March 2018) and two per financial year thereafter (Total number of TWTs required = 6 (six)).
- 2.8 Bidders are requested to provide a firm quotation for supply of two (2) Radar Traveling Wave Tubes (TWTs) to be delivered by latest 28 February 2018.**
- 2.9 Bidders are requested to provide in additional quotations for supplying of two (2) Radar Traveling Wave Tubes (TWTs) to be delivered by latest 31 January 2019 and two (2) Radar Traveling Wave Tubes (TWTs) to be delivered by latest 31 January 2020. *Denel Overberg Test Range reserves the right to only make a final decision regarding the procurement of the additional TWTs six months prior to the indicated delivery dates, a decision which will be solely taken on OTR's own discretion.*
- 2.10 Bidders must explicitly confirm their ability and willingness to supply Denel Overberg Test Range with Radar Traveling Wave Tubes, and provided maintenance/support services on these Tubes, for at least the next 5 years.

3. SPECIFICATIONS

- 3.1 The following technical specifications form a guideline for the product required:

Total System Solution

The Current transmitter subsystem is based on an E2V N10524 C-band Pulsed Travelling Wave Tube. The successful supplier shall provide a replacement TWT that is either a direct form fit function replacement for this tube, or a solution including the necessary subsystems to provide a turnkey replacement.

Applicable Documents:

E2V N10524 C-band Pulsed Travelling Wave Tube datasheet.

(Available at: <https://www.e2v.com/resources/account/download-datasheet/57>)

Additional Specifications

More detailed specification (e.g. Absolute Maximum Ratings, Operating Requirements, Mechanical construction, RF connectors, High Voltage Connectors, Cooling System, Mounting and Operating Position, etc.) will be provided to potential bidders on request.

Please note:

- *Potential bidders will be required to sign a Non-Disclosure Agreement before the detailed specification will be provided.*
- *Denel Overberg Test Range reserves the right to verify potential suppliers' proven experience in the industry relating to Radar Travelling Wave Tubes before the detailed specification will be provided.*

3.2 Required date of delivery

The first two Radar Traveling Wave Tubes must be delivered by latest **28 February 2018**. If this requirement cannot be met, kindly indicate on the proposal the earliest possible delivery date.

4. PRICE PROPOSAL

- 4.1 Price proposals must be filled in on the Pricing Schedule provided as part of this RFT (see page 35) and included as **Annexure A** to the Bid submitted. The proposed price must be signed with the original signature(s) of the appropriately authorised person/employee(s) or owner of the bidding company. Price structures that do not comply with this requirement may invalidate the Bid.
- 4.2 Where applicable a full breakdown detailing the proposed pricing and fee structure if applicable, may be added to Annexure A as support documentation to the prescribed Pricing Schedule.
- 4.3 Prices or fees must preferably be quoted in the currency of the Republic of South Africa (ZAR). If not, the currency used to quote must be clearly indicated.
- 4.4 Only firm prices inclusive of all applicable taxes (including value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies) will be accepted. Non-firm prices will not be considered. Value-added tax (VAT) must be clearly indicated. The price must also include all applicable freight costs. Where applicable it must be clearly indicated whether or not the price includes a provision for customs duties and other related customs clearance fees payable.
- 4.5 In terms of firm prices the following must be stipulated:
- Period for which pricing will be held firm.
 - The proposed price review frequency.
 - The basis for these reviews.

- 4.6 The requirement calling for a firm price quotation with regards to the supply of the first two TWTs will only be relaxed with regard to the possible impact of foreign currency exchange rate fluctuations if quoted in ZAR. Should the quoted price not be a firm price quotation, the bidder must clearly state the exchange rate used in calculating the quoted price and the portion of the quoted price subject to rate of exchange fluctuation.
- 4.7 Once the final bid adjudication has been completed the successful bidder will be requested to submit a final quotation allowing for exchange rate changes to that date (if quoted in ZAR). The final quotation will thereafter be regarded as a fixed price and the Bidder will be responsible to arrange, for his own cost, foreign exchange cover if required.
- 4.8 The Bidder shall note and accept DENEL OVERBERG TEST RANGE's payment terms as the standard of 30 days after month-end statements. Payment shall be made by electronic transfer. If the Bidder requires DENEL OVERBERG TEST RANGE to settle invoices at an earlier stage than as stated, a settlement discount must be proposed for consideration by DENEL OVERBERG TEST RANGE.
- 4.9 Bidders are to clearly indicate items/services etc., which are excluded from its Bid.
- 4.10 Any arithmetical errors in pricing are the Bidder's responsibility. Denel Overberg Test Range will not be held responsible for any interpretation of errors or calculations, misrepresented by Bidders.
- 4.11 Bidders are encouraged to submit tenders which offer operational and cost saving benefits to DENEL OVERBERG TEST RANGE.

5. TECHNICAL PROPOSAL

Bidders are required to submit, as **Annexure B** to their Bids, a Technical Proposal consisting of the following sections:

5.1 Section A: Company Overview

5.1.1 Description of organisation

Present a detailed company profile, detailing the organisation's core business, expertise and capabilities, an organisational chart indicating the ownership structure of the company and a brief history of the company indicating the number of clients to which similar services are or have been provided; as well as references from a list of clients (including contact information) outlining the success rate and track record of the bidder.

Where applicable/relevant, sufficient information on the bidder's holding company, its main supplier(s) in case of e.g. dealership arrangement(s), etc., must be provided. In case of consortiums information on every entity in the consortium must be provided.

5.1.2 Expertise and capacity

Present the company's approach to deliver the required product as outlined within this document, outlining aspects that demonstrate the bidder's understanding of the requirement and ability/capacity to provide an acceptable solution. Include the necessary reference to and proof of accreditations, quality standards, outstanding achievements, etc. The latest audited financial statements must be provided.

5.2 Section B: Experience and composition of the team

Indicate the company's experience relative to the services/products required. Where applicable, detailed CVs of key staff must be provided, along with proof of relevant qualifications.

5.3 Section C: Methodology

This section should present the company's approach to deliver the required services as outlined within this document. As minimum, information on the following must be provided:

5.3.1 Detailed specification of the product proposed

Provide detailed specifications of the product proposed, supported by original manufacturer OEM brochure(s) and/or detailed technical specification sheet(s). Also include a matrix indicating compliance to the minimum specifications detailed in clause 3.1 of this Part D, indicating deviations and motivate why acceptance of these deviations should be considered.

Should the proposal include different options/alternatives clearly indicate the option that is compliant with the minimum specifications detailed in clause 3.1 of this Part D.

Important: If the proposed solution does not meet the minimum requirements as specified, the proposal will not be further evaluated in terms of functionality.

5.3.2 Information regarding the following:

- Designated technical support available for service, repairs, etc.;
- Warranty offered and extended warranty options available;
- After sales support offered;
- Time to delivery;
- Delivery arrangements.

It is important to note that the information to be used during the Functionality evaluation will be extracted from the furnished information w.r.t. Section A to C and on that basis we kindly urge you to furnish full particulars in respect of the information requested. Bidders who omit to submit the required document(s) will not be further evaluated in terms of functionality. You are at liberty to attach addenda in support of any information furnished (included as part of Annexure B).

6. EVALUATION CRITERIA

The Bids will be evaluated using the following criteria:

6.1 Qualification: Qualifying Criteria

- 6.1.1 The Qualifying Criteria will be applied in the initial stage of the evaluation. Bidders who do not meet all the Qualifying Criteria will not be considered for award of the tender.
- 6.1.2 Bidders are required to complete the table as per point 37 in Part C, indicating whether they comply with the requirement by marking the appropriate space in the column with an 'X'. Bidders are required to submit supporting documentation (included as Annexure K) evidencing their compliance with each requirement, where applicable.
- 6.1.3 During the evaluation the following will also be considered to confirm the bidder's compliance to set requirements:
- Bidder has submitted financial statement for the past three (3) years.
 - Bidder has submitted all returnable documentation (Annexures and SBDs).
 - Documents are duly authorised.
 - Correct adherence to the two envelop process has been fully complied with.
 - Bidder has presented a list of all sub-contractors (first tier service providers).
 - **Document stipulating interest to participate in a possible Enterprise and Supplier Development Program, wherein the bidder agrees to partner with a transformed company in a bid to transfer expertise and resources as defined by Denel Overberg Test Range has been submitted.**

6.2 First Stage: Functional Criteria

- 6.2.1 A functionality evaluation will be conducted for all bids that are compliant with the Qualifying requirements as per point 6.1 of this Part D.
- 6.2.2 Only those Bidders which meet the minimum threshold score of 60 points or higher (out of a possible 100) during the functionality evaluation will be evaluated during the second stage of the Bid Evaluation.
- 6.2.3 The Functional Criteria that will be used to evaluate the capability of Bidders are as follows:

Nr.	Criteria: Functionality	Points	Reference
1.	Alignment of proposed solution to specifications <i>Please note: Failing to score a minimum of 30 points (substantial compliance) on this criteria the proposal will not be further evaluated i.t.o. functionality.</i>	40 Points	Section C
2.	Bidder's relevant capability to render the services required	15 Points	Section A & C
3.	Bidder's relevant experience in relation to the required services	15 Points	Section B & A
4.	Bidder's demonstrated track record	10 Points	Section A
5.	Bidder's capacity to render the services	20 Points	Section B & C

- 6.2.3 A minimum of 60 points out of a 100 for the functional evaluation will qualify the Bid to be move on to the second stage of evaluation which is Price and Preferential Points evaluation.

Bidders that do not score 60 points or higher at this stage of the evaluation will not be evaluated during the second stage of the evaluation.

6.3 Second Stage: Price and Preferential Points Assessment

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

- Price points 80
- Preferential procurement points 20

6.3.2 Price points

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

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

Where:

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

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

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

6.3.3 Preferential procurement points

A maximum of 20 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)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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

6.3.4 Total

The total points scored by each Bidder will be calculated by adding the points scored for price (out of 80) to the points scored for preferential procurement (out of 20). The successful Bidder will be the Bidder which has the highest total points (out of 100) for both price and preferential procurement (unless there is a basis for selecting a different successful Bidder in accordance with section 2(1) (f) of the PPPFA). DENEL OVERBERG TEST RANGE reserves the right not to award the contract to the Bidder scoring the highest points on price alone.

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES WILL NOT BE CONSIDERED.
(See Part D, point 4.4 and 4.5 how to deal with foreign currency exchange rate fluctuations.)

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

NAME OF BIDDER:
BID NUMBER: OTT/440/201708 CLOSING DATE: 06 September 2017 TIME: 11:00 (CAT)

OFFER TO BE VALID FOR **90 DAYS** FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	Unit Price	BID PRICE (Indicate Currency) All applicable taxes included *
1.	Two Radar Traveling Wave Tubes - 28/02/2018 (Firm)		
2.	Two Radar Traveling Wave Tubes - 31/01/2019		
3.	Two Radar Traveling Wave Tubes - 31/01/2020		
		Total Bid	

(extend if needed)

* "All applicable taxes" includes, value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies. Value-added tax (VAT) must be clearly indicated.

Required by: **Denel Overberg Test Range**

At (Place of delivery): **Denel Overberg Test Range, Arniston Road, Arniston, South Africa**

Brand and model:

Country of origin:

Does the offer comply with the specification(s)? **YES ___ /NO ___**

If not to specification, indicate deviation(s)

.....

Period required for delivery Delivery: **Firm ___ /Not firm ___**

Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

.....
SIGNATURE OF BIDDER

.....
DATE

.....
INITIALS & SURNAME

.....
CAPACITY UNDER WHICH THIS BID IS SIGNED

TECHNICAL PROPOSAL

Bidders are required to include, as Annexure B to their Bids, a Technical Proposal which containing as a minimum the required information specified under clause 5 in Part D. Refer page 31 of this document.

In order to verify compliance with the minimum specifications, original manufacturer OEM brochure(s), and/or the detailed technical specification sheet(s), must be submitted with the Bid document. The brochure(s) must be clearly labelled with a reference to the item offered.

TAX CLEARANCE CERTIFICATE

1. It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
2. **A valid original Tax Clearance Certificate is mandatory and must be include as Annexure C to Bids submitted. Bidders may also provide a Tax Compliance pin.**
3. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
5. In order to meet this requirement bidders are required to complete in full form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
7. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
8. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
9. **Application for Tax Clearance Certificate (TCC) -Foreign Entities**
Please refer to guidelines provided on SARS Website, link:
<http://www.sars.gov.za/ClientSegments/Businesses/Government/Pages/Application-for-TCC-Foreign-Entities.aspx>
 - In cases where a foreign entity does not have a base in South Africa, the foreign entity must contact SARS Government Institutional Compliance using the following email address:
GovernmentInstitute@sars.gov.za.
 - The request for a TCC must be submitted by the foreign entity itself to ensure adherence to governance processes.
 - The foreign entity or service provider must provide the following:
 - Details of the foreign entity
 - Description of the goods or service being provided
 - Name of the South African government institution to whom the service will be provided.
 - A scanned copy of the Tax Clearance Certificate will be issued to the foreign entity which the foreign entity can then submit as part of their BID.

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

3.1 Full Name of bidder or his / her representative:

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 4 below.

3.8 Are you or any person connected with the bidder presently employed by the state²?

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

If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....
.....

Name of state institution at which you or the person connected to the bidder is employed:

.....
.....

Position occupied in the state institution:

.....
.....

Any other particulars:

.....
.....

¹ "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.

² "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.

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

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

If yes, did you 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.)

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

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

.....

.....

3.10 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

.....

.....

3.11 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

.....

.....

3.12 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

.....

.....

3.13 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 and 3 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

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.

The maximum points for this bid are allocated as follows:

	Points
Price	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

- 1.4 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.
- 1.5 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 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“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;
- 2.4 **“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;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“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).
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“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;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;

- 2.14 **“QSE”** means a Qualifying Small 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).
- 2.15 **“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;
- 2.16 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.17 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.18 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The Bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 5.1 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 of Contributor	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

- 5.2 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.
- 5.3 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.
- 5.4 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.
- 5.5 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.
- 5.6 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.

5.7 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.

5.8 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.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 4.1 AND 5.1

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.)

8. SUB-CONTRACTING

8.1 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? YES ___ /NO ___

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:

9.2 VAT registration number:

9.3 Company registration number:

9.4 Type of Company/Firm [Tick applicable box]

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

9.5 Describe Principal Business Activities

.....
.....

9.6 Company Classification [Tick applicable box]

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

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

9.8 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 7 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 7, 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

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be disregarded if that bidder, or any of its directors have:
 - 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 (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids¹ 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).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the 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.

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

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

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

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

ANNEXURE H: CIPC COMPANY REGISTRATION DOCUMENTS

Bidders are required to include, as Annexure H to their Bids, certified copies of all relevant CIPC company registration documents listing all members with percentages, in case of a close corporation. (Note: Foreign supplier to submit equivalent documentation applicable in their country of registration.)

ANNEXURE I: LATEST SHARE CERTIFICATES

Bidders are required to include, as Annexure I to their Bids, certified copies of the latest share certificates of the company, in case of a company, as well as of all other relevant companies.

ANNEXURE J: BREAKDOWN OF HOW FEES AND WORK WILL BE SPREAD

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

ANNEXURE K: SUPPORTING DOCUMENTS

Bidders are required to include, as Annexure K to their Bids, supporting documents to their responses to the Qualifying Criteria and Evaluation Criteria.

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

ANNEXURE L: GENERAL CONDITION OF CONTRACT

Bidders are required to include, as Annexure L to their Bids, a copy of the Government Procurement General Condition of Contract, initialled on all page to confirm acceptance thereof.

ANNEXURE M: CSD REGISTRATION SUMMARY REPORT

Bidders are required to include, as Annexure M to their Bids, their CSD Registration Summary Report and other supporting documents. (CSD = South African Government's Central Supplier Database) Suppliers can self-register on the Central Supplier Database at www.csd.gov.za. (Note: This requirement is also applicable to foreign suppliers).

AUTHORISATION DECLARATION

NAME OF THE BIDDER: _____
BID NUMBER: _____
DESCRIPTION: _____
CLOSING DATE: ____/____/____

Are you sourcing the goods or services from a third party? YES ____ /NO ____

If you have answered YES to the above question, please provide full details in the table below of the third party(ies) from whom you are sourcing the goods or services.

1. Declaration by the bidder where the bidder is sourcing goods or services from a third party. The Bidder hereby declares the following:
 - 1.1 The Bidder is sourcing the goods or services listed in the TCBD 1.1 attached, from a third party in order to comply with the terms and conditions of the bid.
 - 1.2 The Bidder has informed the third party of the terms and conditions of the bid and the third party is acquainted with the said terms and the description of the goods or services listed in the TCBD 1.1.
 - 1.3 The Bidder has received the attached, unconditional written undertaking from the third party to supply the goods or services listed in the TCBD1.1 in accordance with the terms and conditions of the bid document for the duration of the contract. A template has been attached (TCBD1.2) that is to be used for the purpose of the third party undertaking.
 - 1.4 The Bidder confirms that all financial and supply arrangements for goods or services have been mutually agreed upon between the bidder and the third party.
2. The Bidder declares that the information contained herein is true and correct.
3. The Bidder acknowledges that the Denel Overberg Test Range reserves the right to verify the information contained therein and if found to be false or incorrect may invoke any remedies available to it in the bid documents.

SIGNATURE BY THE BIDDER

Signed at _____ on the _____ day of _____ 20_____

Signature _____
Full name _____
Designation _____

List of goods or services offered

Bid Item No	Brand Name	Name of the company from where the goods or services will be sourced	Address and contact details of the company from where the goods or services will be sourced

(Should the table provided not be sufficient for all the items offered, please provide additional information as an attachment and it must be properly referenced to this document)

Template for Third Party Undertaking**Note:**

- *The authorisation letter must be on the official letterhead of the third party.*
- *A separate letter must be included for each third party.*
- *The authorisation letter must be addressed to the Bidding Company.*

Name of Bidding Company

Address of Bidding Company

Attention:

Dear Sir/Madam

AUTHORISATION LETTER - BID NUMBER: _____

We, _____ (*Name of Third Party*) hereby authorise you, _____ (*Name of Bidding Company*) to include the products listed below in your bid submission for the abovementioned contract.

We confirm that we have firm supply arrangements in place, and have familiarised ourselves with the item descriptions, specifications and bid conditions relating to item/s listed below.

Item no	Description of product	Brand name

(Should the table provided not be sufficient for all the items offered, please provide additional information as an attachment and it must be properly referenced to this document)

Yours faithfully,

Signature of Third Party

Date: _____