



REQUEST FOR PROPOSAL FOR PROVISION OF MECHANICAL CONSUMABLES PANEL ON AS AND WHEN REQUIRED BASIS TO DENEL SOC LTD FOR A PERIOD OF THREE (3) YEARS

DG461/12/01/2023

Date Issued: 13 January 2023

Closing date and time: 16 February 2023 @ 12:00

Bid Validity Period: 180 days

TENDER BOX ADDRESS:

DENEL SOC LTD

CORPORATE OFFICE RECEPTION

NELLMAPIUS DRIVE

IRENE

PRE-QUALIFICATION REQUIREMENT

- Bidder must be at least an EME or QSE with B-BBEE level 1 with 51% Black Ownership; and/ or 30% Black Women Ownership (BWO) and or 30% Black Youth Ownership (BYO). *Failure to submit valid B-BBEE certificate will lead to automatic disqualification.*

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PART A: INVITATION TO TENDER

THE PURPOSE OF THIS RFP :

- The purpose of this RFP is to obtain quotations from the suitably Panel of qualified and experienced Mechanical Suppliers / Service providers for supply and delivery of mechanical consumables to Denel SOC on as and when required basis for a period of three (3) years.
 - Denel may review its panel of suppliers / service provider, add or remove any panel member at any time before the expiry of the three (3) year period which the panel will be appointed.
 - The bidder should provide appropriate human resource, capacity and equipment to execute the project.
-

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

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

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

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

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

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

NAME OF TENDERER AND EACH ENTITY IN CONSORTIUM:	
POSTAL ADDRESS:	
STREET ADDRESS:	
CONTACT PERSON (FULL NAME):	
EMAIL ADDRESS:	

TELEPHONE NUMBER:				
FAX NUMBER:				
TENDERER REGISTRATION NUMBER OR REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM				
TENDERER VAT REGISTRATION NUMBER OR VAT REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM				
TAX CLEARANCE CERTIFICATE SUBMITTED OR PIN?	YES	☐	NO	☐
B - BBEE CERTIFICATE SUBMITTED?	YES	☐	NO	☐
REGISTERED WITH THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD)	YES	☐	NO	☐
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 in the relevant block below

Ensure that the following documents are completed and signed where applicable:

Use the prescribed sequence in attaching the annexures that complete the Tender Document

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

YES NO

- | | | |
|--------------------------|--------------------------|--|
| ☐ | ☐ | One (1) original and one (1) electronic copy on a CD/USB for Qualifying and Functionality Evaluations |
| ☐ | ☐ | Part A: Invitation to Tender (with a signature of an authorised representative of the Tenderer) |
| ☐ | ☐ | Part C: Specifications, Conditions of tender and Undertakings by Tenderer (with a signature of an authorised representative of the Tenderer) |
| ☐ | ☐ | Annexure A: Schedule of Rates/Price Proposal |
| ☐ | ☐ | Annexure B: Executive Summary |
| ☐ | ☐ | Annexure C: SBD2 - Tax Clearance Certificate Requirement |
| ☐ | ☐ | Annexure D: Declaration of Interest |
| ☐ | ☐ | Annexure E: SBD6.1 and B-BBEE status level certificate |
| ☐ | ☐ | Annexure F: SBD8: Declaration of Tenderer's Past Supply Chain Practices |
| ☐ | ☐ | Annexure G: SBD9: Certificate of Independent Tender Determination |
| ☐ | ☐ | Annexure H: Certified copies of your CIPC company registration documents listing all members with percentages, in case of a close corporation |
| ☐ | ☐ | Annexure I: Certified copies of latest share certificates, in case of a company. |
| ☐ | ☐ | Annexure J: A breakdown of how fees and work will be spread between members of the Tendering consortium. |
| ☐ | ☐ | Annexure K: Supporting documents in response to Mandatory Criteria /Requirements |
| ☐ | ☐ | Annexure L: General Conditions of Contract |
| ☐ | ☐ | Annexure M: Supporting documents - CSD Registration Summary Report |

- ☐ ☐ **Annexure N:** Recent references and transactions the Tenderer has handled as specified in this document
- ☐ ☐ **Annexure O:** Proposed Human Resources and Organogram
- ☐ ☐ **Annexure P:** EE report or detailed employee profile report and Transformation Plan (if applicable)

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

DEFINITIONS

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

- 1.1 B-BBEE means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act, 2003 (Act No 53 of 2003);
- 1.2 **B-BBEE Act** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No 53 of 2003);
- 1.3 **B-BBEE status level** means the B-BBEE status received by a measured entity based on its overall performance used to claim points in terms of Regulation 6 and 7 of the Preferential Procurement Regulations, 2017;
- 1.4 **Business Day** means a day which is not a Saturday, Sunday or public holiday;
- 1.5 **Tender** means a written offer in the prescribed or stipulated form lodged by a Tenderer in response to an invitation in this Request for Tender("RFT"), containing an offer to provide goods, works or services in accordance with the Specification as provided in this RFT;
- 1.6 **Tenderer** means a person or legal entity, or an unincorporated group of persons or legal entities that submit a Tender;
- 1.7 **Companies Act** means the Companies Act, 2008 (Act No 71 of 2008);
- 1.8 **Compulsory Documents** means the list of compulsory schedules and documents set out in table1 of this document;
- 1.9 **Closing date and time** means the Date and time, specified as such under the Clause 4 (Tender Timetable) in this document, by which Tenders must be received;
- 1.10 **Denel** means **Denel** SOC Ltd, a state-owned company with registration number: 1992/001337/30) or any of its Divisions and Subsidiaries;
- 1.11 **Evaluation Criteria** means the criteria set out under the Clause 22 (Evaluation Process) of this document, which includes the Mandatory Criteria, Functional Criteria (gate 1) and Price and Preferential Points (gate 2) Assessment;

- 1.12 **Functional/Technical Criteria** means the criteria set out in clause 22.2 referring to the qualify specification of supply and delivery of heavy fuel oil in accordance with the relevant standards. Refer this document;
- 1.13 **Includes or including** means includes or including without limitation;
- 1.14 **Intellectual Property Rights** means all rights, title and interests in and to any creation of the mind that is capable of being protected by statute or through common law including, but not limited to, Copyright, Designs, Know-how, Patents and Trademarks and any other ensuing Intellectual Property Rights and interests of a similar nature whether registerable or not;
- 1.15 **NKP** means an area declared as a National Key Point area in terms of the National Key Point Act, 1980 (Act No 102 of 1980) as amended;
- 1.16 **PFMA** means the Public Finance Management Act, 1999 (Act No 1 of 1999), as amended;
- 1.17 **PPPFA** means the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000) as amended;
- 1.18 **PPPFA Regulations** means the Preferential Procurement Regulations 2017, published in terms of the PPPFA;
- 1.19 **Price and Preferential Points Assessment** means the process described in Clause 22.3 of this document, as prescribed by the PPPFA.
- 1.20 **Rand or R** is a reference to the lawful currency of the Republic of South Africa;
- 1.21 **Request for Tender** or **RFT** means this document including all annexures and any other documents so designated by Denel;
- 1.22 **SARS** means the South African Revenue Service;
- 1.23 **Services** means the services required by Denel, as specified in this RFT/P;
- 1.24 **SLA** means Service Level Agreement that will be concluded between Denel and successful Tenderer;
- 1.25 **SOC** means State Owned Company, as defined by the Companies' Act;
- 1.26 **Specification** means specification or description of Denel's requirements contained in this RFT;
- 1.27 **State** means the Republic of South Africa;
- 1.28 **Tendering Process** means the process commenced by the issuing of this Request for Tenders and concluding upon formal announcement by Denel of the

selection of a successful Tenderer(s) or upon the earlier termination of the process;

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

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

INTRODUCTION

Denel (SOC) Ltd is the largest manufacturer of defence equipment in South Africa and operates in the military aerospace and landward defence environment. Incorporated as a private company in 1992 in terms of the South African Companies Act (No 62 of 1973)

Denel's sole shareholder is the South African Government and the following are Divisions / Units that constitute Denel:

- Denel Corporate
- Denel Land Systems
- Denel Aeronautics
- Denel PMP
- Denel Vehicles Systems
- Denel Industrial Properties
- Denel Dynamics
- Denel Overberg Test Range

PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

The purpose of this RFP is to obtain quotations from the suitably Panel of qualified and experienced Mechanical Suppliers / Service providers to supply and delivery of Mechanical consumables to Denel SOC on as and when required basis for a period of three (3) years.

Denel may review its panel of service provider, add or remove any panel member at any time before the expiry of the three (3) year period which the panel will be appointed.

The successful Tenderer will be required to conclude a Service Level Agreement with Denel within 14 days of the letter of award; failing which Denel reserves the right to withdraw the award.

LEGISLATIVE FRAMEWORK OF THE BID

Tax Legislation

- 1.1.1 Bidder(s) must be compliant when submitting a proposal to Denel SOC Ltd and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- 1.1.2 It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 1.1.3 The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 1.1.4 It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.
- 1.1.5 Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.
- 1.1.6 Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

Procurement Legislation

Denel SOC Ltd has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000) and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

Technical Legislation and/or Standards

Bidder(s) should be cognisant of the legislation and/or standards specifically applicable to the services.

BRIEFING SESSION

SITE MEETING DATE: No Site Briefing

TIMELINE OF THE BID PROCESS

The period of validity of tender and the withdrawal of offers, after the closing date and time is 180 days. The project timeframes of this bid are set out below:

Activity	Due Date
Advertisement of bid on Government e-tender portal	13 January 2023
Questions relating to bid from bidder(s) from 16 – 21 January 2023	Publish on the E-portal 24 January 2023
Compulsory Briefing	No Site Briefing
Bid closing date	16 February 2023 @ 12:00
Notice to bidder(s)	Denel SOC Ltd will endeavour to inform bidders of the progress until conclusion of the tender.

All dates and times in this bid are South African standard time.

Any time or date in this bid is subject to change at Denel SOC Ltd discretion. The establishment of a time or date in this bid does not create an obligation on the part of Denel SOC Ltd to take any action, or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if Denel SOC Ltd extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

CONTACT AND COMMUNICATION

- 1.2 A nominated official of the bidder(s) can make enquiries in writing, to the tender committee via email address TenderResponse@denel.co.za. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.
- 1.3 The delegated office of Denel SOC Ltd may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 1.4 Any communication to an official or a person acting in an advisory capacity for Denel SOC Ltd in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- 1.5 All communication between the Bidder(s) and Denel SOC Ltd must be done in writing.
- 1.6 Whilst all due care has been taken in connection with the preparation of this bid, Denel SOC Ltd makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. Denel SOC Ltd, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.
- 1.7 If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by Denel SOC Ltd (other than minor clerical matters), the Bidder(s) must promptly notify Denel SOC Ltd in writing of such discrepancy, ambiguity, error or inconsistency in order to afford Denel SOC Ltd an opportunity to consider what corrective action is necessary (if any).
- 1.8 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by Denel SOC Ltd will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 1.9 All persons (including Bidder(s) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

LATE BIDS

- 1.10 Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the Bidder(s).

COUNTER CONDITIONS

- 1.11 Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids.

FRONTING

- 1.12 Government 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 the Government condemn any form of fronting.
- 1.13 The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. 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 / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies Denel SOC Ltd may have against the Bidder / contractor concerned.

SUPPLIER DUE DILIGENCE

- 1.14 Denel SOC Ltd reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.
- 1.15 Due to national key point requirements personnel with foreign / dual citizenship will not be allowed to work on Denel account.

SUBMISSION OF PROPOSALS

- 1.16 Bid documents shall only be placed in the tender box OR couriered to the aforesaid address (Denel SOC Ltd, Nellmapius Drive, Irene) on or before the closing date and time.
- 1.17 The bidder(s) are required to submit (one (1) original and one (1) Memory Stick with content of each file by the 16 February 2023 at 12:00. Each file must be marked correctly and sealed separately for ease of reference during the evaluation process. Furthermore, the file and information in the Memory Stick must be labelled and submitted in the following format
- 1.18 Bidders are requested to initial each page of the tender document on the top right hand corner.

PRESENTATION / DEMONSTRATION

- 1.19 Denel SOC Ltd reserves the right to request presentations/demonstrations from the short-listed Bidders as part of the bid evaluation process.

DURATION OF THE CONTRACT

- 1.20 3 years contract.

GENERAL CONDITIONS OF SPECIFICATION

- 1.21 All intellectual proprietary rights emanating from this project will reside with Denel.
- 1.22 All reports and working paper files shall become the property of Denel.
- 1.23 The prospective service providers must submit an all-inclusive price and detailed cost breakdown schedule (the price must be VAT inclusive).
- 1.24 Travelling costs and time spent or incurred between the service provider offices and Denel or home and office the staff shall not be for the account of Denel
- 1.25 Payment will be strictly based on completed and approved deliverables and time spent and not only based on time spent at Denel.
- 1.26 The successful bidder will be expected to conduct themselves in a manner that will be seen as part of Denel.

1. SCOPE OF WORK

The purpose of this RFP is to obtain quotations from the suitably Panel of qualified and experienced Mechanical Suppliers / Service providers.

2. SAFETY

- All work in this contract shall comply with the Occupational Safety Act No 85 of 1993, National Environmental management Act 107 of 1997 Act and construction regulation 2014. These items shall all be included in the tendered rates.
- A copy of the act as well as an approved safety file shall be kept on site for the duration of the project.
- The Contractor shall comply with all applicable legislation and Denel SOC safety requirements adopted from time to time and instructed by the Project Manager. Such compliance shall be entirely at the contractor's cost and shall be deemed to have been allowed for in the rates or total prices in the contract.
- The Contractor shall report all incidents in writing to the Project Manager. Any incident resulting in the death of or injury to any person on the works shall be reported within 1 hour of its occurrence and any other incident shall be reported within 24 hours of its occurrence.
- All personnel employed by the Contractor shall have undergone a Health and Safety Induction.
- The Contractor shall make necessary arrangements for sanitation, water and electricity at these relevant sites during the installation of the equipment.
- Normal protection measures in accordance with the Protection Manual shall apply.
- The service provider shall be responsible for the safety of personnel on site.
- The following shall also form part of the safety plan:
 - o Transportation of equipment and personnel.
 - o Transportation, storage and handling of hazardous equipment
 - o The site access certificate shall only be issued (to the successful bidder) after the evaluation and approval of the safety file.
 - o

EVALUATION AND SELECTION CRITERIA

Denel SOC Ltd has set minimum standards (Gates) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following

Pre-qualification Criteria (Gate 0)	Technical Evaluation Criteria (Gate 1)
Bidders must submit all documents as outlined in paragraph 21.1 (Table 1) below. Only bidders that comply with ALL these criteria will proceed to Gate 1.	Bidder(s) are required to achieve a minimum of 70 points out of 100 points to proceed to Gate 2 (Price and BEE).

1.27 Gate 0: Pre-qualification Criteria

1.27.1 Without limiting the generality of Denel SOC Ltd's other critical requirements for this Bid, bidder(s) must submit the documents listed in **Table 1** below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). During this phase Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal may be disqualified for non-submission of any of the documents.

Table 1: Documents that must be submitted for Pre-qualification

Document that must be submitted	Non-submission may result in disqualification?	
Invitation to Bid – SBD 1	YES	Complete and sign the supplied pro forma document
Tax Status Tax Clearance Certificate – SBD 2	YES	Written confirmation that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status. (Refer Section 4.1.4) Proof of Registration on the Central Supplier Database (Refer Section 4.1.5) Vendor number In the event where the Bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence.
Declaration of Interest – SBD 4	YES	Complete and sign the supplied pro forma document
Declaration of Bidder's Past Supply Chain Management Practices – SBD 8	YES	Complete and sign the supplied pro forma document
Certificate of Independent Bid Determination – SBD 9	YES	Complete and sign the supplied pro forma document

Bidder Compliance form for Functional Evaluation	YES	Complete and sign
Registration on Central Supplier Database (CSD)	YES	The bidder must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit proof of registration.
Copy of the Company registration with CIPC	YES	Attach CIPC document
Certified ID copies of company Directors	YES	Attach Copies
B-BBEE Certificate	YES	Bidder must be at least B-BBEE level 1-3 with 51% Black Ownership; and/ or 30% Black Women Ownership (BWO)
Original Bank Letter	YES	Attach Bank letter

1.28 Gate 1: Technical Evaluation Criteria = 100 points

All bidders are required to respond to the technical evaluation criteria scorecard and compliance checklist. This involves the number of years competing in similar work, monetary size of contract / agreements, references. Refer below for detailed information

EVALUATION CRITERIA	MAXIMUM WEIGHTING
1. <u>Capacity and Relevant Experience of the Tenderer/ Tenderer's team:</u> The Tenderer in its current employ must have demonstrable experience in the scope of work required by Denel. The tenderers must submit, as part of their proposal, the following:	
1.1 Details of the 10 recent transactions or orders in supply and delivery of Aircons or Mechanical consumables 10 recent transaction =30 5 recent transactions =20	30%

• Less than 5 recent transaction =10	
1.2 Tenderer has been in operation for a minimum period of 5 (five) years. Please attach a copy of CIPC document 5 year or more = 20; 2 to 4 years = 15 Less than 2 = 5	20%
2. <u>References</u> Tenderers must provide references from the five (5) clients within the last 3 years where the Tenderer has been supplying or has provided similar services. Briefly describe the service/goods and provide contact details for each reference (Name, Position, Landline Phone number and e-mail address) and inform these references in advance that DENEL may contact them during the evaluation period as per the time lines provided. Note that this is an important component of the evaluation. 5 or more references = 20; 4 references = 15 3 references=10 2 references=5 Less than 2 = 0 <i>(Please refer to Annexure "N" for response format and template for the letter to be signed by references on their letterhead)</i>	20%
3. <u>Bidder's main Field of Expertise</u> Bidder must indicate its main fields of operations/areas of operation. (attach company profile) • Information must address the requirements/or similar as per	30%

Denel's scope of work/or specification =30% Information excluding any requirements/or similar as per Denel's scope of work/or specification = 0	
TOTAL	100%
MINIMUM SCORE	70%

GENERAL CONDITIONS OF CONTRACT

1.29 Any award made to a bidder(s) under this bid is conditional, amongst others, upon –

- a. The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which Denel SOC Ltd is prepared to enter into a contract with the successful Bidder(s).
- b. The bidder submitting the General Conditions of Contract to Denel SOC Ltd together with its bid, duly signed by an authorised representative of the bidder.

CONTRACT PRICE ADJUSTMENT

1.30 Contract price adjustments will be done annually on the anniversary of the contract start date. The price adjustment will be based on the Consumer Price Index Headline Inflation

SERVICE LEVEL AGREEMENT

1.31 Upon award Denel SOC Ltd and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by Denel SOC Ltd.

1.32 Denel SOC Ltd reserves the right to vary the proposed draft Service Level Indicators during the course of negotiations with a bidder by amending or adding thereto.

1.33 Bidder(s) are requested to:

- a. Comment on draft Service Level Indicators and where necessary, make proposals to the indicators;
- b. Explain each comment and/or amendment; and

- c. Use an easily identifiable colour font or “track changes” for all changes and/or amendments to the Service Level Indicators for ease of reference.
- 1.34 Denel SOC Ltd reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to Denel SOC Ltd or pose a risk to the organisation.

SPECIAL CONDITIONS OF THIS BID

- 1.35 Denel **SOC Ltd reserves the right:**
- 1.36 To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)
- 1.37 To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- 1.38 To accept part of a tender rather than the whole tender.
- 1.39 To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- 1.40 To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- 1.41 To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- 1.42 Award to multiple bidders based either on size or geographic considerations.

DENEL SOC LTD REQUIRES BIDDER(S) TO DECLARE

In the Bidder's Technical response, bidder(s) are required to declare the following:

- 1.43 Confirm that the bidder(s) is to: –
- a. Act honestly, fairly, and with due skill, care and diligence, in the interests of Denel SOC Ltd;
 - b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;

- c. Act with circumspection and treat Denel SOC Ltd fairly in a situation of conflicting interests;
- d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with Denel SOC Ltd;
- f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;
- g. To conduct their business activities with transparency and consistently uphold the interests and needs of Denel SOC Ltd as a client before any other consideration; and
- h. To ensure that any information acquired by the bidder(s) from Denel SOC Ltd will not be used or disclosed unless the written consent of the client has been obtained to do so.

CONFLICT OF INTEREST, CORRUPTION AND FRAUD

1.44 Denel SOC Ltd reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of [Institution name] or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

- a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of Denel SOC Ltd's officers, directors, employees, advisors or other representatives;
- d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other

- representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- e. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
 - f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
 - g. has in the past engaged in any matter referred to above; or
 - h. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- 1.45 The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that Denel SOC Ltd relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.
- 1.46 It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by Denel SOC Ltd against the bidder notwithstanding the conclusion of the Service Level Agreement between Denel SOC Ltd and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

PREPARATION COSTS

- 1.47 The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing Denel SOC Ltd, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

INDEMNITY

- 1.48 If a bidder breaches the conditions of this bid and, as a result of that breach, Denel SOC Ltd incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds Denel SOC Ltd harmless from any and all such costs which Denel SOC Ltd may incur and for any damages or losses Denel SOC Ltd may suffer.

PRECEDENCE

- 1.49 This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

LIMITATION OF LIABILITY

- 1.50 A bidder participates in this bid process entirely at its own risk and cost. Denel SOC Ltd shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

TAX COMPLIANCE

- 1.51 No tender shall be awarded to a bidder who is not tax compliant. Denel SOC Ltd reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to Denel SOC Ltd, or whose verification against the Central Supplier Database (CSD) proves non-compliant. Denel SOC Ltd further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

- 1.52 No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Denel SOC Ltd reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

GOVERNING LAW

- 1.53 South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

- 1.54 A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that Denel SOC Ltd allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and Denel SOC Ltd will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

CONFIDENTIALITY

- 1.55 Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with Denel SOC Ltd's examination and evaluation of a Tender.
- 1.56 No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by Denel SOC Ltd remain proprietary to Denel SOC Ltd and must be

promptly returned to Denel SOC Ltd upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

- 1.57 Throughout this bid process and thereafter, bidder(s) must secure Denel SOC Ltd.'s written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

DENEL SOC LTD PROPRIETARY INFORMATION

- 1.58 Bidder will on their bid cover letter make declaration that they did not have access to any Denel SOC Ltd proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

AVAILABILITY OF FUNDS

- 1.59 Should funds no longer be available to pay for the execution of the responsibilities of this bid RFT DG460/12/01/2022 the Denel SOC Ltd may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

ANNEXURE B: EXECUTIVE SUMMARY/COMPANY PROFILE

ANNEXURE C: SBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of Tender that the taxes of the successful Tenderer must be in order, or that

Satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Tenderer's tax obligations.

- 1) In order to meet this requirement TENDERERS are required to complete in full the attached form TCC 001

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

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

ANNEXURE D: SBD 4

DECLARATION OF INTEREST

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

YES NO

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

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

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

3.2. Identity Number:
.....

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

3.4. Company Registration Number:
.....

3.5. Tax Reference Number:
.....

3.6. VAT Registration Number:

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

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

YES NO

If so, furnish the following particulars:

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

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

Position occupied in the state
institution:.....

Any other particulars:

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

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

3.8.1. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES NO**

If yes, did you attach proof of such authority to the Tender document? (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Tender.)

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

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

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

YES NO

If so, furnish particulars:

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

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

YES NO

If so, furnish particulars:

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

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

YES NO

If so, furnish particulars.

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

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

YES NO

If so, furnish particulars:

.....

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

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

DECLARATION

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

ANNEXURE E: SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this Tender shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20

Total points for Price and B-BBEE must not exceed	100
---	-----

- 1.5 Failure on the part of a Tenderer to submit proof of B-BBEE Status level of contributor together with the Tender will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a Tenderer, either before a Tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

Ps = Points scored for price of Tender under consideration

Pt = Price of Tender under consideration

Pmin = Price of lowest acceptable Tender

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

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

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

5. TENDER DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE
(Tick applicable box)
- | | | | |
|-----|--------------------------|----|--------------------------|
| YES | ☐ | NO | ☐ |
|-----|--------------------------|----|--------------------------|
- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

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

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
One person business/sole propriety
Close corporation

Company
(Pty) Limited
[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....COMPANY CLASSIFICATION

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

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

8.7 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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

WITNESSES

1.
.....

.....
SIGNATURE(S) OF TENDERERS(S)

DATE.....

ADDRESS

ANNEXURE F: SBD 8

Annexure F

1. DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

1.2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

1.3 The Tender of any Tenderer may be disregarded if that Tenderer, or any of its directors have-

- a. abused the institution's supply chain management system;
- b. committed fraud or any other improper conduct in relation to such system; or
- c. Failed to perform on any previous contract.

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

Item	Question	Yes	No
2.1	Is the Tenderer or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (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). 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.	Yes ☐	No ☐
2.1.1	If so, furnish particulars:		
2.2	Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? 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.	Yes ☐	No ☐
2.2.1	If so, furnish particulars:		

2.3	Was the Tenderer or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
2.3.1	If so, furnish particulars:		
2.4	Was any contract between the Tenderer and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
2.4.1	If so, furnish particulars:		

CERTIFICATION

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

ANNEXURE G: SBD 9

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

- 1 This Standard Tendering Document (SBD) must form part of all Tenders¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive Tendering (or Tender rigging).² Collusive tendering is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the Tender of any Tenderer if that Tenderer, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the Tendering process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when Tenders are considered, reasonable steps are taken to prevent any form of Tender-rigging.
- 5 In order to give effect to the above, the attached Certificate of Tender Determination (SBD 9) must be completed and submitted with the Tender:

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

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

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Tender:

(Tender Number and Description)

in response to the invitation for the Tender made by:

(Name of Institution)

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

I _____ certify, _____ on _____ behalf
of: _____ that:

(Name of Tenderer)

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

Annexure H – CIPC Registration Documents

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

Annexure I – Latest Shareholder Agreements

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

Annexure J – Joint Venture, Consortium Documents

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

Annexure K – Mandatory Evaluation Criteria (Table 1)

Tenderers are required to include, as Annexure K to their Tenders, supporting documents to their responses. These include but not limited to:

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

Annexure L – General Conditions of Contract

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

Annexure M – CSD Registration

CSD Registration Summary Report

Annexure N – References and Transactions

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

Annexure O- Proposed Human Resources who will be handling Denel Instructions(refer page 49)

Annexure P- Denel Business Structure

ANNEXURE N

MOST RECENT/CONTATABLE REFERENCES

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

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

(REFERENCE TO BE PRINTED ON LETTER HEAD OF REFEREES)

Attn.: Denel - Corporate

Date:

To Whom It May Concern

DENEL: TENDER REFERENCE No. :

I hereby confirm that:

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

From _____ To _____
MM/YYYY **MM/YYYY**

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

Yours faithfully

NAME & SURNAME
POSITION

ANNEXURE O

Proposed Human Resources who will be handling Denel Instructions (if applicable)

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

Note: An Organogram of the tenderer or of the team that will work on the Denel project must be attached and be marked Annexure “O” (if applicable)