|  |  |  |
| --- | --- | --- |
|  | **REQUEST FOR BIDS**  |  |

|  |  |
| --- | --- |
| **BID NUMBER:** | **363233** |
| **CLOSING DATE:Submission of the Bid** | **10 May 2023** |
| **CLOSING TIME:** | **12:00 Noon** |
| **CLOSING DATE FOR ENQUIRIES:** | **05 May 2023** |
| **PERIOD FOR WHICH BIDSARE REQUIRED TO REMAINOPEN FOR ACCEPTANCE:** | **60 days** |
| **DESCRIPTION OF BID:** | **Complete refurbishment of refractory work inside the Berg Furnace as scope of work attached** |
| **BID DOCUMENTSDELIVERY ADDRESS:** | Pretoria Metal Pressings a Division of Denel SOC1 Ruth First StreetLotus Gardens Pretoria West**Bid Box at Main Admin building reception** |
| **BID ENQUIRY EMAIL ADDRESS:** | tender.inq@pmp.co.za  |
| **Bid submissions**  | **ELECTRONIC SUBMISSIONS WILL BE ACCEPTED****tenders@pmp.co.za** |
| **Video of the plant can be accessed on PMP website** | www.pmp.co.za |

CoNTENTS

 Page

[PART A: INVITATION TO BID 4](#_Toc509817575)

[PART B: CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS 5](#_Toc509817576)

[PART C: SPECIFICATIONS, CONDITIONS OF BID AND UNDERTAKINGS BY BIDBIDDER 5](#_Toc509817577)

[1. DEFINITIONS 6](#_Toc509817578)

[2. BID OFFICE 7](#_Toc509817579)

[3. BID TIMETABLE 8](#_Toc509817580)

[4. SUBMISSION OF BIDS 8](#_Toc509817581)

[5. RULES GOVERNING THIS RFB AND THE BIDBIDDING PROCESS 9](#_Toc509817582)

[6. STATUS OF REQUEST FOR BID](#_Toc509817583)

[7. ACCURACY OF THE RFB](#_Toc509817584)

[8. ADDITIONS AND AMENDMENTS TO THE RFB](#_Toc509817585)

[9. REPRESENTATIONS 12](#_Toc509817586)

[10. CONFIDENTIALITY 13](#_Toc509817587)

[11. UNAUTHORISED COMMUNICATIONS 13](#_Toc509817588)

[12. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION 13](#_Toc509817589)

[13. ANTI-COMPETITIVE CONDUCT 13](#_Toc509817590)

[14. COMPLAINTS ABOUT THE BIDBIDDING PROCESS](#_Toc509817591)

[15. CONFLICT OF INTEREST 14](#_Toc509817592)

[16. LATE BIDS](#_Toc509817593)

[17. BIDBIDDER’S RESPONSIBILITIES](#_Toc509817594)

[18. PREPARATION OF BIDS](#_Toc509817595)

[19. ILLEGIBLE CONTENT, ALTERATION AND ERASURES 16](#_Toc509817596)

[20. OBLIGATION TO NOTIFY ERRORS 16](#_Toc509817597)

[21. RESPONSIBILITY FOR BIDBIDDING COSTS](#_Toc509817598)

[22. DISCLOSURE OF BID CONTENTS AND BID INFORMATION](#_Toc509817599)

[23. USE OF BIDS](#_Toc509817600)

[24. BID ACCEPTANCE](#_Toc509817601)

[25. CHANGES TO PRICE PROPOSALS 15](#_Toc509817602)

[26. Denel PROCUREMENT PHILOSOPHY **Error! Bookmark not defined.**](#_Toc509817603)

27. [Tax Compliance 15](#_Toc509817607)

[28. New Tax Compliance Status (TCS) System 16](#_Toc509817608)

[29. COMPULSORY Evaluation Criteria 16](#_Toc509817610)

[30. STATUS OF BID 17](#_Toc509817612)

[31. CLARIFICATION OF BIDS 17](#_Toc509817613)

[32. DISCUSSION WITH BIDBIDDERBIDDERS 17](#_Toc509817614)

[33. SUCCESSFUL BIDS 18](#_Toc509817615)

[34. NO OBLIGATION TO ENTER INTO CONTRACT 18](#_Toc509817616)

[35. DENEL’s RIGHTS… 18](#_Toc509817618)

[36. GOVERNING LAWS 19](#_Toc509817619)

37. PART D: STATEMENT OF WORK…… ………………………………20

ANNEXURES

[Annexure A : PRICE PROPOSAL 21](#_Toc509817625)

[Annexure B : EXECUTIVE SUMMARY 23](#_Toc509817626)

PART A: INVITATION TO BID

**THE PURPOSE OF THIS RFB**: Complete Refurbishment of Refractory work inside the Berg Furnace as per scope of work attached

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

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

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

|  |  |
| --- | --- |
| **NAME OF BIDDER AND EACH ENTITY IN CONSORTIUM:** |  |
| **POSTAL ADDRESS:** |  |
| **STREET ADDRESS:** |  |
| **CONTACT PERSON (FULL NAME):** |  |
| **EMAIL ADDRESS:** |  |
| **TELEPHONE NUMBER:** |  |
| **FAX NUMBER:** |  |
| **BIDDER REGISTRATION NUMBER OR REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM** |  |
| **BIDDER VAT REGISTRATION NUMBER OR VAT REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM *[N/A to O/S bidders]*** |  |
| **TAX CLEARANCE CERTIFICATE SUBMITTED OR PIN?** | 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:**

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

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

**YES NO**

[ ]  [ ]  One (1) original Bid

[ ] [ ]  **Part A:** Invitation to Bid (with a signature of an authorised representative of the Bidder

[ ]  [ ]  [Part B: Checklist of compulsory returnable schedules and documents](#_Toc509817576)

[ ]  [ ]  **Part C:** Specifications, Conditions of Bid and Undertakings by Bidder (with a signature of an authorised representative of the Bidder)

[ ] [ ]  **Part D**: Statement of Work

[ ] [ ]  **Annexure A:** Schedule of Price Proposal

[ ] [ ]  **Annexure B**: SBD 1

[ ] [ ]  **Annexure C:** SBD2 - Tax Clearance Certificate Requirement

[ ] [ ]  **Annexure D:** Declaration of Interest SBD 4

[ ] [ ]  **Annexure G:** SBD9: Certificate of Independent Bid Determination

[ ] [ ]  **Annexure H:** Certified copies of your CIPC company registration documents listing all members with percentages, in case of a close corporation ***[Not Applicable to Foreign Bidders]***

[ ] [ ]  **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 Bidding consortium. **(If applicable)**

[ ] [ ]  **Annexure K:** Supporting documents in response to Mandatory Criteria /Requirements

[ ] [ ]  **Annexure L:** General Conditions of Contract

[ ] [ ]  **Annexure N**: Recent references and transactions the Bidder has handled as specified in this document **(If applicable)**

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

# DEFINITIONS

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

**Business Day** means a day which is not a Saturday, Sunday or public holiday;

**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(“RFB”), containing an offer to provide goods, works or services in accordance with the Specification as provided in this RFB;

**Bidder** means a person or legal entity, or an unincorporated group of persons or legal entities that submit a Bid;

**Companies Act** means the Companies Act, 2008 (Act No 71 of 2008);

**Compulsory Documents** means the list of compulsory schedules and documents set out in Part B;

**Closing date and time** means the Date and time, specified as such under the Clause 3 (Bid Timetable) in this Part C, by which Bids must be received;

**Denel** means Pretoria Metal Pressings a Division of DenelSOC Ltd, a state-owned company with registration number: 1992/001337/30) or any of its Divisions and Subsidiaries;

**Includes or including** means includes or including without limitation;

**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;

**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;

**PFMA** means the Public Finance Management Act, 1999 (Act No 1 of 1999), as amended;

**PPPFA** means the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000) as amended;

**Rand or R** is a reference to the lawful currency of the Republic of South Africa;

**Request for Bid** or **RFB** 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;

**SARS** means the South African Revenue Service;

**SOC** means State Owned Company, as defined by the Companies’ Act;

**State** means the Republic of South Africa;

**Bidding Process** means the process commenced by the issuing of this Request for Bids and concluding upon formal announcement by Denel of the selection of a successful Bidder(s) or upon the earlier termination of the process;

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

# BID OFFICE

Pretoria Metal Pressings a Division of Denel SOC, Main Admin Reception.

**For all enquiries, kindly forward to; tender.inq@pmp.co.za.**

No questions will be answered telephonically.

**There will be no compulsory briefing meeting but can be arranged on request.**

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

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

# BID TIMETABLE

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

|  |  |
| --- | --- |
| **Activity** | **Date** |
| Advertisement of Bid | 14 April 2023 |
| Closing date and time | 10 May 2023 [12:00 Noon] |
| Intended completion of evaluation of Bids | 19 May 2023 |
| Intended formal notification of successful Bidder(s) | 23 May 2023 |
| Signing of Agreement | TBA |
| Effective date | TBA |

# SUBMISSION OF BIDS

Bids are to be submitted as follows;

|  |  |
| --- | --- |
| Physical Address of Bid Box | Pretoria Metal Pressings a Division of Denel SOC Ltd1 Ruth First StreetLotus GardensPretoria WestSouth Africa |
| Hours of access to Bid Box | 07:30 to 16:00 Monday to Thursday07:30 to 13:00 Fridays |
| Information to be marked on package containing Bid envelope SystemIndicate whether each envelope pertains to;  | **Bid number and Closing date** |
| **Electronic copies can be submitted** | **tenders@pmp.co.za** |

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

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

# RULES GOVERNING THIS RFB AND THE BIDDING PROCESS

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

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

All Bidders are deemed to accept the rules, terms and conditions contained in Part C of this RFB.

The rules, terms and conditions contained in this RFB apply to:

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

### The Bidding Process; and any communications (including any briefings, presentations, meetings, and negotiations) relating to the RFB or the Bidding Process.

# STATUS OF REQUEST FOR BID

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

# ACCURACY OF THE RFB

Whilst all due care has been taken in connection with the preparation of this RFB, Denel makes no representations or warranties that the content in this RFB or any information communicated to or provided to Bidders during the Bidding Process is, or will be, accurate, current or complete. Denel, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.

If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this RFB or any other information provided by Denel (other than minor clerical matters), the Bidder must promptly notify Denel in writing of such discrepancy, ambiguity, error or inconsistency in order to afford Denel an opportunity to consider what corrective action is necessary (if any).

Any actual discrepancy, ambiguity, error or inconsistency in this RFB or any other information provided by Denel will, if possible, be corrected and provided to all Bidder’s without attribution to the Bidder who provided the written notice.

# ADDITIONS AND AMENDMENTS TO THE RFB

Denel reserves the right to change any information in, or to issue any addendum to this RFB before the Closing Date and Time. Denel and its officers, employees and advisors will not be liable in connection with either the exercise of, or failure to exercise this right.

If Denel exercises its right to change information in terms of Clause 8.1, it may seek amended Bids from all Bidders.

# REPRESENTATIONS

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

# CONFIDENTIALITY

All persons (including all Bidders) obtaining or receiving this RFB and any other information about this RFB or the Bidding Process must keep the contents of the RFB 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 RFB.

# UNAUTHORISED COMMUNICATIONS

Communication (including promotional or advertising activities) with staff of Denel or their families assisting with the Bidding Process is not permitted during the Bidding Process. Nothing in this Clause 11is intended to prevent communications with staff of, or advisors to, Denel to the extent that such communication is not related to this RFB or the Bidding Process.

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 Bidding Process in any way.

# IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

Bidders may not seek or obtain the assistance of employees of Denel in the preparation of their Bid responses.

Denel may in its absolute discretion, immediately disqualify a Bidder that it believes has sought or obtained such improper assistance.

Bidders are to be familiar with the implications of contravening the Prevention and Combating of Corrupt Activities Act, 2004 and any other relevant legislation.

Any improper communication, canvassing, or engagement with any Denel people/person/representative will result in immediate disqualification from the RFB process.

# ANTI-COMPETITIVE CONDUCT

Bidders and their respective officers, employees, agents, and advisors must not engage in any collusion, anti-competitive conduct or any other similar conduct with any other Bidder or any other person(s) in respect of this Bidding Process, including during the:

1. Preparation or lodgement of their Bid;
2. Evaluation and clarification of their Bid; and
3. Negotiations with Denel.

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

In addition to any other remedies available to it under law or contract, Denel 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 Bidding Process.

# COMPLAINTS ABOUT THE BIDDING PROCESS

Any complaint about the Bidding Process must be submitted to the Bid Office via the Bid Response email address, by email only, immediately upon the cause of the complaint arising or becoming known to the Bidder.

The written complaint must set out:

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

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

### any relevant background information; and

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

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

# CONFLICT OF INTEREST

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

The Bidder is required to provide details of any interests, relationships or clients which may or do give rise to a conflict of interest in relation to the supply of the products/services under any contract that may result from this RFB. 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 immediately in writing of that conflict.

Denel may immediately disqualify a Bidder from the Bidding Process if the Bidder fails to notify Denel of the conflict of interest as required.

# LATE BIDS

Bids must be delivered by the Closing Date and Time. The Closing date and time may be extended by Denel in its absolute discretion by providing written notice to Bidder.

Bids delivered after the Closing date and Time or lodged at a location or in a manner that is contrary to that specified in this RFB will be disqualified from the Bidding Process and will be ineligible for consideration. **No Late Bids will be accepted.**

The determination by Denel as to the actual date and time that a Bid is submitted is final.

# BIDDER’S RESPONSIBILITIES

Bidder are responsible for:

### examining this RFB and any documents referenced or attached to this RFB and any other information made or to be made available by Denel to Bidders in connection with this RFB;

### fully informing themselves in relation to all matters arising from this RFB, including all matters regarding Denel's requirements for the provision of the Services;

### ensuring that their Bids are accurate and complete;

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

### ensuring that they comply with all applicable laws with regards to the Bidding Process particularly as specified by National Treasury Regulations, Guidelines, Instruction Notes and Practice Notes and other relevant legislation as published from time to time in the Government Gazette; and

### submitting all Compulsory Documents.

# PREPARATION OF BIDS

 Bidders must ensure that:

### Their Bid is submitted in the required format as stipulated in this RFB; and

### All the required information fields in the Bid are completed in full and contain the information requested by Denel.

Denel may in its absolute discretion reject a Bid that does not include the information requested or is not in the format required.

Unnecessarily elaborate responses or other representations beyond that which is sufficient to present a complete and effective Bid is not desired or required. Elaborate and expensive visual and other presentation aids are not necessary.

Where the Bidder is unwilling to accept a specified condition, the non-acceptance must be clearly and expressly stated. Prominence must be given to the statement detailing the non-acceptance. It is not sufficient that the statement appears only as part of an attachment to the Bid or be included in the general statement of the Bidder’s usual operating conditions.

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

# ILLEGIBLE CONTENT, ALTERATION AND ERASURES

Denel may disregard any content in a Bid that is illegible and will be under no obligation whatsoever to seek clarification from the Bidder.

Denel may permit a Bidder to correct an unintentional error in its Bid where that error becomes known or apparent after the closing time, but in no event, will any correction be permitted if Denel reasonably considers that correction would materially alter the substance of the Bid or affect the fairness of the Bidding process.

# OBLIGATION TO NOTIFY ERRORS

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

# RESPONSIBILITY FOR BIDDING COSTS

The Bidders participation or involvement in any stage of the Bidding Process is at the Bidders sole risk, cost and expense. Denel 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.

Denel 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 Bidding Process, including without limitation, instances where:

### the Bidder is not engaged to perform under any contract; or

### Denel exercises any right under this RFB or at law.

# DISCLOSURE OF BID CONTENTS AND BID INFORMATION

All Bids received by Denel will be treated as confidential. Denel will not disclose contents of any Bid and Bidder’s information, except:

### as required by law;

### for the purpose of investigations by other government authorities having relevant jurisdiction;

### to external consultants and advisors of Denel engaged to assist with the Bidding Process; or for the general information of Bidders required to be disclosed as per National Treasury Regulations, Guidelines, Instruction Notes or Practice Notes.

# USE OF BIDS

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

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

# BID ACCEPTANCE

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

# CHANGES TO PRICE PROPOSALS

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

# Tax Compliance

A Bidder must be compliant when submitting a proposal to Denel and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

It is a condition of this RFB that the tax matters of the successful Bidder are in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet the Bidder’s tax obligations.

It is a requirement that a Bidder grant a written confirmation when submitting a Bid that SARS may on an on-going basis during the tenure of the contract disclose the Bidder’s tax compliance status and by submitting this Bid such confirmation is deemed to have been granted.

# New Tax Compliance Status (TCS) System

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

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

Tax reference number:…….

Tax Clearance Certificate & TCC Number: ……….      and PIN: ……….     .

# COMPULSORY Evaluation Criteria

### Only those Bidders which satisfy all of the Mandatory Criteria will be eligible to participate further in the Bidding Process.

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

| **REQUIREMENT** | **COMPLIANT** | **NON-COMPLIANT** | **N/A** |
| --- | --- | --- | --- |
| 1. Bidder is a South African-owned company**(Submit Certified ID Copies of the Shareholders and Directors) [N/A to Foreign bidders]**
 |  |  |  |
| 1. The Bidder must have the necessary infrastructure and capacity to meet Denel requirements.
 |  |  |  |
| 1. Valid Tax Clearance Certificate or an access Pin to SARS e-Filing. [***Verification will be conducted and confirmed prior to award of the Bid to the recommended bidder***]
 |  |  |  |
| 1. Certified copy of the Company Registration with CIPC **[N/A to bidders based Foreign]**
 |  |  |  |
| 1. Proof of current financial capacity on letter from the Bank issued on a bank letterhead with stamp.
 |  |  |  |
| 1. Certified copies of all shareholder certificates **(Detailed breakdown of shareholding)**
 |  |  |  |
| 1. A copy of the shareholder agreement **(if there is more than one shareholder)**
 |  |  |  |
| **Note: In cases of non-compliance please substantiate reasons for not complying and submit supporting documentation for consideration.**  |  |

# STATUS OF BID

Each Bid constitutes an irrevocable offer by the Bidder to Denel to buy the said plant as described in page one of invitation to Bid and in part D.

A Bid must not be conditional on:

1. the Board approval of the Bid or any related governing body of the Bidder being obtained;
2. the Bidder conducting due diligence or any other form of enquiry or investigation on Denel;
3. the Bidder (or any other party) obtaining any regulatory approval or consent;
4. the Bidder obtaining the consent or approval of any third party; or
5. The Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.

Denel 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).

Denel 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 RFB and the applicable laws and regulations.

# CLARIFICATION OF BIDS

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

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

# DISCUSSION WITH BIDDERS

Denel is under no obligation to discuss the outcome of the Bid process with any of the Bidders.

# SUCCESSFUL BIDS

Selection as a successful Bidder does not give rise to a contract (express or implied) between the successful Bidder and Denel

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

# NO OBLIGATION TO ENTER INTO CONTRACT

Denel is under no obligation to appoint a successful Bidder(s) (as the case may be), or to enter into a contract with a successful Bidder or any other person, if it is unable to identify a Bid that complies in all relevant respects with the requirements of Denel, or if due to changed circumstances. For the avoidance of any doubt, in these circumstances Denel will be free to proceed via any alternative process.

# DENEL’s RIGHTS

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

### Cease to proceed with, or suspend the Bidding Process prior to the execution of a formal written contract;

### Alter the structure and/or the timing of this RFB or the Bidding Process;

### Amend any Bid condition, Bid validity period, RFB specifications or extend the Bid closing date, all before the Bid closing date:

### Terminate the participation of any Bidder or any other person in the Bidding Process;

### Request additional relevant information, agreements and other documents to verify information provided in the Bid response or request clarification from any Bidder or any other person;

### Provide additional information or clarification;

### Negotiate with any one or more Bidder’s;

### Call for new Bids;

### Reject any Bid that does not comply with the requirements of this RFB.

### Categorise the Bids into different areas of expertise.

### Consider the guidelines and prescribed hourly remuneration rates for consultants as provided for in the National Treasury Instruction 01 of 2013\2014: Cost Containment Measures, where relevant.

# GOVERNING LAWS

This RFB and the Bidding Process are governed by the laws of the Republic of South Africa.

All Bids must be completed using the English language.

All costing must be in South African Rand (ZAR) or USD for Foreign based bidders.

PART D: STATEMENT OF WORK

The purpose of the Tender is to have a Supplier who will break the whole refractory floor and wall to access the water cooling trays which forms part of the bases for the Pins supporting the Walking Beams. It is difficult to secure the pockets for the pins inside the water trays by means of Welding due to its original state after the steel pockets for the pins are properly welded in place by Denel PMP’s personnel.

The material required to rebuild the floor and walls for the walking beams must form part of this enquiry and must be quoted separately for in case PMP might supply some or all material and if not, it will be decided on approval of the quotes, to be supplied by the relevant supplier who has the Tender for the project and specifications can be obtained during the site visit.

The structural layout of the floor and walls must be thoroughly taken into account and be noted on a document before and during the braking of the refractory. We have some drawings available and will be shared during the site visit to see if they are properly guiding the suppliers on this enquiry and if not, the suppliers will be requested to come up with the necessary means of executing the work based on the current structural layout which must be carefully taken into account during the braking of the floor as indicated above.

Most Important the furnace roof will be opened during the site visit to allow access to the suppliers to have a full view inside as we currently utilizing the Furnace in its current form for the sake of Production.

###### : PRICE PROPOSAL

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

|  |  |
| --- | --- |
| **Description** | **Price offered** |
| Complete Refurbishment of Refractory work inside the Berg Furnace as per scope of work |  |

**NB: Bidder to specify any conditions attached to the pricing structure.**

CURRENCY

 All local prices must be quoted in South African Rand with confirmation of the price basis and inclusive of any applicable taxes.

 All prices quoted by foreign based bidders must be in USD with confirmation of the price basis and inclusive of any applicable taxes.

**For the purpose of price comparison 1 USD = ………………. To be completed by Bidder**

Prices Subject to Confirmation

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

Binding Offer

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

Disclaimers

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

Modify the RFB’s requirements and request Bidders to re-submit a Bid on any changes;

Reject any Bid which does not conform to instructions and specifications which are detailed herein;

Reject all Bids/Proposals, if it so decides;

Validate any information submitted by Bidders in response to this Bid. This would include, but is not limited to, requesting the Bidders to provide supporting evidence. By submitting a Bid, Bidders hereby irrevocably grant the necessary consent to Denel to do so;

Request audited financial statements or other documentation for the purposes of a due diligence exercise;

Award Bid to the highest Bidder(s) **Note:** Denel will not reimburse any Bidder for any preparatory costs or other work performed in connection with its Proposal, whether or not the Bidder is awarded a contract.

PAYMENT TERMS

 Payment terms to be negotiated on final negotiation stage.

###### : EXECUTIVE SUMMARY

Annexure H – CIPC Registration Documents

Bidders are required to include, as Annexure H to their Bids, certified copies of all relevant CIPC registration documents listing all members with percentages, in the case of a close corporation. **[N/A for** foreign **based bidders]**

Annexure I – Latest Shareholder Agreements

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

Annexure J – Joint Venture, Consortium Documents

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

Annexure Compulsory K – Evaluation Criteria

Bidders are required to include, as Annexure K to their Bids, supporting documents to their responses. These include:

1. **SBD 1**
2. **SBD4 Declaration of Interest**
3. **SBD6**
4. Certified copy of the Company Registration with CIPC **[N/A for** foreign **based bidders]**
5. Original letter from the Bank issued on a bank letterhead with stamp
6. Certified copies of all shareholder certificates and their ID copies
7. Certified copies of shareholder agreements **(if applicable)**

Annexure L – General Conditions of Contract

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