
REQUEST FOR TENDER

YOU ARE HEREBY INVITED TO SUBMIT A TENDER FOR THE REQUIREMENTS OF DENEL CORPORATE OFFICES A DIVISION OF DENEL SOC LTD

| | |
|---|--|
| TENDER NUMBER: | DG487/15/10/2024 |
| CLOSING DATE: Submission of the tender | 08 November 2024 |
| CLOSING TIME: | 12:00 Noon |
| COMPULSORY BRIEFING: | None |
| CLOSING DATE FOR ENQUIRIES: | 01 November 2024 |
| PERIOD FOR WHICH TENDERS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE: | 180 Days |
| DESCRIPTION OF TENDER: | Banking Services |
| TENDER DOCUMENTS DELIVERY ADDRESS: | Denel Dynamics Reception, Nellmapius Drive, Irene, Centurion |
| TENDER EMAIL ADDRESS: | TenderResponse@denel.co.za |

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PART A: INVITATION TO TENDER

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)

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

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

INVITATION TO BID SBD1

| | | | | | |
|---|--|---------------|--|--|------------------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY) | | | | | |
| BID NUMBER: | DG487/15/10/2024 | CLOSING DATE: | 08 NOVEMBER 2024 | CLOSING TIME: | 12: Noon SA Time |
| DESCRIPTION | BANKING SERVICES | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) | | | | | |
| Denel Dynamics Reception | | | | | |
| Nellmapius Drive | | | | | |
| Irene, Centurion | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | | |
| CONTACT PERSON | Ayanda Gxumisa | | CONTACT PERSON | Elizabeth Radebe | |
| TELEPHONE NUMBER | +27 12 671 1110 | | TELEPHONE NUMBER | +27 12 671 2872 | |
| FACSIMILE NUMBER | N/A | | FACSIMILE NUMBER | N/A | |
| E-MAIL ADDRESS | TenderResponse@denel.co.za | | E-MAIL ADDRESS | TenderResponse@denel.co.za | |
| SUPPLIER INFORMATION | | | | | |
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | OR | CENTRAL SUPPLIER DATABASE No: | MAAA |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE | TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | [TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE] | | | | | |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW] | |

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

**PART B
TERMS AND CONDITIONS FOR BIDDING**
1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:.....
CAPACITY UNDER WHICH THIS BID IS SIGNED:.....
(Proof of authority must be submitted e.g. company resolution)
DATE:

PART B: CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS

Please adhere to the following instructions:

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

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

YES NO

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Part A: Invitation to Tender (with a signature of an authorised representative of the Tenderer) |
| <input type="checkbox"/> | <input type="checkbox"/> | Part C: Specifications, Conditions of tender and Undertakings by Tenderer (with a signature of an authorised representative of the Tenderer) |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure A: Schedule of Rates/Price Proposal (If applicable) |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure C: SBD 2 - Tax Clearance Certificate Requirement |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure D: SBD 4 Declaration of Interest |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure E: SBD 6.1 and B-BBEE status level certificate |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure H: Certified copies of your CIPC company registration documents listing all members with percentages, in case of a close corporation |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure I: Certified copies of latest share certificates, in case of a company. |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure K: Supporting documents in response to Mandatory Criteria /Requirements |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure L: General Conditions of Contract |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure N: Recent references and transactions the Tenderer has handled as specified in this document (If applicable) |

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

1. DEFINITIONS

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

- 1.1 **B-BBEE** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act, 2003 (Act No 53 of 2003);
- 1.2 **B-BBEE Act** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No 53 of 2003);
- 1.3 **B-BBEE status level** means the B-BBEE status received by a measured entity based on its overall performance used to claim points in terms of Regulation 6 and 7 of the revised Preferential Procurement Regulations, 2022.
- 1.4 **Business Day** means a day which is not a Saturday, Sunday or public holiday;
- 1.5 **Tender** means a written offer in the prescribed or stipulated form lodged by a Tenderer in response to an invitation in this Request for Tender("RFT"), containing an offer to provide goods, works or services in accordance with the Specification as provided in this RFT;
- 1.6 **Tenderer** means a person or legal entity, or an unincorporated group of persons or legal entities that submit a Tender;
- 1.7 **Companies Act** means the Companies Act, 2008 (Act No 71 of 2008);
- 1.8 **Compulsory Documents** means the list of compulsory schedules and documents set out in Part B;

- 1.9 **Closing date and time** means the Date and time, specified as such under the Clause 3 (Tender Timetable) in this Part C, by which Tenders must be received;
- 1.10 **Denel Corporate Offices a Division of Denel SOC** means Denel Corporate Offices a Division of Denel SOC Ltd, a state-owned company with registration number: 1992/001337/30) or any of its Divisions and Subsidiaries;
- 1.11 **Evaluation Criteria** means the criteria set out under the Clause 32 (Evaluation Process) of this Part C, which includes the Mandatory Criteria, Functional Criteria (Stage1) and Price and Preferential Points (Stage 2) Assessment;
- 1.12 **Functional Criteria** means the criteria set out in clause 32.2 referring to the qualify specification of the supply, deliver, installation and support in accordance with the relevant standards. Refer to Part C of this document;
- 1.13 **Includes or including** means includes or including without limitation;
- 1.14 **Intellectual Property Rights** means all rights, title and interests in and to any creation of the mind that is capable of being protected by statute or through common law including, but not limited to, Copyright, Designs, Know-how, Patents and Trademarks and any other ensuing Intellectual Property Rights and interests of a similar nature whether registerable or not;
- 1.15 **NKP** means an area declared as a National Key Point area in terms of the National Key Point Act, 1980 (Act No 102 of 1980) as amended;
- 1.16 **PFMA** means the Public Finance Management Act, 1999 (Act No 1 of 1999), as amended;
- 1.17 **PPPFA** means the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000) as amended;
- 1.18 **PPPFA Regulations** means the Preferential Procurement Regulations 2022, published in terms of the PPPFA;
- 1.19 **Price and Preferential Points Assessment** means the process as prescribed by the PPPFA 2022.
- 1.20 **Rand or R** is a reference to the lawful currency of the Republic of South Africa;
- 1.21 **Request for Tender or RFT** means this document (comprising each of the parts identified under Part A, Part B, Part C and Part D) including all annexures and any other documents so designated by Denel Corporate Offices a Division of Denel SOC;
- 1.22 **SARS** means the South African Revenue Service;
- 1.23 **Services** means the services required by Denel Corporate Offices a Division of Denel SOC, as specified in this RFT Part D;
- 1.24 **SLA** means Service Level Agreement that will be concluded between Denel Corporate Offices a Division of Denel SOC 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 Corporate Offices a Division of Denel SOC'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 Corporate Offices a Division of Denel SOC 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 Corporate Offices a Division of Denel SOC under its name with web address www.denel.co.za;
- Note:** The term SLA and Contract are used interchangeably in this document.

2. TENDER OFFICE

DENEL CORPORATE OFFICES A DIVISION OF DENEL SOC – Procurement

For any enquiries, kindly forward your queries to the email.
No questions will be answered telephonically.

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

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

No canvassing of any Denel Corporate Offices a Division of Denel SOC employee will be tolerated and that will result in an immediate disqualification of the Tenderer.

3. TENDER TIMETABLE

SUBMISSION OF TENDERS

| Activity | Date |
|---|--|
| Advertisement of tender | 17 October 2024 |
| RFT document available | On www.etender.gov.za www.denel.co.za |
| Closing date and time | 2024/11/08 12:00 Noon SA time |
| Question & Answers: Round 1 17-23 Oct 2024 Round 2 24 Oct – 01 Nov 2024 | Response 25 October 2024 Response 05 November 2024 |
| Intended completion of evaluation of tenders | 17 November 2024 |
| Intended formal notification of successful Tenderer(s) | 22 February 2025 |
| Signing of Service Level Agreement | Order placement as and when required |
| Effective date | 01 March 2025 |

SUBMISSION OF TENDERS

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

| | |
|--|--|
| Physical Address of Tender Box | Denel Dynamics, Nellmapius Drive, Irene |
| Hours of access to Tender Box | Monday to Friday 07:30 to 15:30 |
| Information to be marked on package containing Tender Envelope System Indicate whether each envelope pertains to Envelope 1: 'Qualifying and Functional Evaluation' and Envelope 2: 'price and preference points' | Tender Number: DEN487/15/10/2024 Closing Date: 08 November 2024 |

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

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

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

4. RULES GOVERNING THIS RFT AND THE TENDERING PROCESS

- 4.1 Participation in the tender process is subject to compliance with the rules, terms and conditions contained in Part C of this RFT.
- 4.2 All persons (irrespective of whether they are participants in this tender process) who obtained or received this RFT may only use it, and the information contained herein, in compliance with the rules, terms and conditions contained in this RFT.
- 4.3 All Tenderers are deemed to accept the rules, terms and conditions contained in Part C of this RFT.
- 4.4 The rules, terms and conditions contained in this RFT apply to:
 - 4.4.1 The RFT and any other information given, received, or made available about this RFT, and any revisions or annexures;
 - 4.4.2 The Tendering Process; and
 - 4.4.3 Any communications (including any briefings, presentations, meetings, and negotiations) relating to the RFT or the Tendering Process.

5. STATUS OF REQUEST FOR TENDER

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

6. ACCURACY OF THE RFT

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

7. ADDITIONS AND AMENDMENTS TO THE RFT

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

8. REPRESENTATIONS

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

9. CONFIDENTIALITY

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

10. UNAUTHORISED COMMUNICATIONS

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

11. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

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

12. ANTI-COMPETITIVE CONDUCT

- 12.1 Tenderers and their respective officers, employees, agents, and advisors must not engage in any collusion, anti-competitive conduct or any other similar conduct with any other Tenderer or any other person(s) in respect of this Tendering Process, including during the:
- a. Preparation or lodgement of their tender;
 - b. Evaluation and clarification of their tender; and
 - c. Negotiations with Denel Corporate Offices a Division of Denel SOC.
- 12.2 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 Corporate Offices a division of denel soc or any other tenderer or any other person or organisation.
- 12.3 In addition to any other remedies available to it under law or contract, Denel Corporate Offices a Division of Denel SOC may, in its absolute discretion, immediately disqualify a Tenderer that it believes has engaged in any collusive, anti-competitive conduct or any other similar conduct during or before the Tendering Process.

13. COMPLAINTS ABOUT THE TENDERING PROCESS

- 13.1 Any complaint about the RFT or the Tendering Process must be submitted to the Tender Office via the Tender Response email address, by email only, immediately upon the cause of the complaint arising or becoming known to the Tenderer.
- 13.2 The written complaint must set out:
- 13.2.1 the basis for the complaint, specifying the issues involved;
 - 13.2.2 how the subject of the complaint affects the organisation or person making the complaint;
 - 13.2.3 any relevant background information; and
 - 13.2.4 the outcome desired by the person or organisation making the complaint.
- 13.3 If the matter relates to the conduct of an employee of Denel Corporate Offices a Division of Denel SOC, the complaint should be addressed in writing marked for the attention of the Chief Executive Officer of Denel Corporate Offices a Division of Denel SOC, and delivered to the physical address of Denel Corporate Offices a Division of Denel SOC, as notified.

14. CONFLICT OF INTEREST

- 14.1 A Tenderer must ensure that its officers, employees, agents and advisors do not place themselves in a position that may give rise to actual, potential or perceived conflict of interest between the interests of Denel Corporate Offices a Division of Denel SOC and the Tenderer's interests during the Tender Process.
- 14.2 The Tenderer is required to provide details of any interests, relationships or clients which may or do give rise to a conflict of interest in relation to the supply of the products/services under any contract that may result from this RFT. If the Tenderer submits its Tender and a subsequent conflict of interest arises, or is likely to arise, which was not disclosed in the Tender, the Tenderer must notify Denel Corporate Offices a Division of Denel SOC immediately in writing of that conflict.
- 14.3 Denel Corporate Offices a Division of Denel SOC may immediately disqualify a Tenderer from the Tendering Process if the Tenderer fails to notify Denel Corporate Offices a Division of Denel SOC of the conflict of interest as required
- 14.4 Tenders must be delivered by the Closing Date and Time. The Closing date and time may be extended by Denel Corporate Offices a Division of Denel SOC in its absolute discretion by providing written notice to Tenderers.

- 14.5 Tenders delivered after the Closing date and Time or lodged at a location or in a manner that is contrary to that specified in this RFT will be disqualified from the Tendering Process and will be ineligible for consideration. **No Late Tenders will be accepted.**
- 14.6 The determination by Denel Corporate Offices a Division of Denel SOC as to the actual date and time that a Tender is submitted is final.

15. TENDERER'S RESPONSIBILITIES

- 15.1 Tenderers are responsible for:
- 15.1.1 Examining this RFT and any documents referenced or attached to this RFT and any other information made or to be made available by Denel Corporate Offices a Division of Denel SOC to Tenderers in connection with this RFT;
- 15.1.2 fully informing themselves in relation to all matters arising from this RFT, including all matters regarding Denel Corporate Offices a Division of Denel SOC's requirements for the provision of the Services;
- 15.1.3 ensuring that their Tenders are accurate and complete;
- 15.1.4 making their own enquiries and assessing all risks regarding this RFT, and fully considering and incorporating the impact of any known and unknown risks into their Tender;
- 15.1.5 ensuring that they comply with all applicable laws with regards to the Tendering Process particularly as specified by National Treasury Regulations, Guidelines, Instruction Notes and Practice Notes and other relevant legislation as published from time to time in the Government Gazette; and
- 15.1.6 submitting all Compulsory Documents.
- 15.2 Tenderers with annual total revenue of R10 million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the B-BBEE Act and must submit a certificate issued by a registered, independent auditor (who is not the Tenderer or a partner to the Tenderer) or an accredited verification agency.
- 15.3 Tenderers other than Exempted Micro-Enterprises (EMEs) must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE status. The submission of such certificates must comply with the requirements of instructions and guidelines issued by National Treasury and must be in accordance with the applicable notices published by the Department of Trade and Industry in the Government Gazette
- 15.4 PREPERATION OF TENDER
- 15.4.1 Tenderers must ensure that:
- 15.4.2 Their Tender is submitted in the required format as stipulated in this RFT; and
- 15.4.3 All the required information fields in the Tender are completed in full and contain the information requested by Denel Corporate Offices a Division of Denel SOC.
- 15.5 Denel Corporate Offices a Division of Denel SOC may in its absolute discretion reject a Tender that does not include the information requested or is not in the format required.
- 15.6 Unnecessarily elaborate responses or other representations beyond that which is sufficient to present a complete and effective Tender is not desired or required. Elaborate and expensive visual and other presentation aids are not necessary.
- 15.7 Where the Tenderer is unwilling to accept a specified condition, the non-acceptance must be clearly and expressly stated. Prominence must be given to the statement detailing the non-acceptance. It is not sufficient that the statement appears only as part of an attachment to the Tender or be included in the general statement of the Tenderer's usual operating conditions.
- 15.8 An incomplete Tender may be disqualified or assessed solely on the information completed or received with the Tender.

16. ILLEGIBLE CONTENT, ALTERATION AND ERASURES

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

17. OBLIGATION TO NILLEGIBLE CONTENT, ALTERATION AND ERASURESOTIFY ERRORS

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

18. RESPONSIBILITY FOR TENDERING COSTS

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

19. DISCLOSURE OF TENDER CONTENTS AND TENDER INFORMATION

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

20. USE OF TENDERS

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

21. TENDER ACCEPTANCE

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

22. CHANGES TO PRICE PROPOSALS

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

23. DENEL CORPORATE OFFICES A DIVISION OF DENEL SOC PROCUREMENT PHILOSOPHY

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

- 23.1 The PFMA and the PPPFA;
- 23.2 Preferential Procurement Regulations 2022;
- 23.3 Relevant Legislation; and

BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS
(Only applicable to South African based companies)

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

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

24. B-BBEE JOINT VENTURES OR CONSORTIUMS

- 24.1 Tenderers who wish to respond to this RFT as a Joint Venture [JV] or consortium with other entities, must state their intention to do so in their RFT submission.
- 24.2 Such Tenderers must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Denel Corporate Offices a Division of Denel SOC through this RFT process.
- 24.3 This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Denel Corporate Offices a Division of Denel SOC.
- 24.4 Tenderers are to note the requirements for B-BBEE compliance of JVs or consortiums as required in the B-BBEE Preference Point Claim Form and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.
- Note:** Failure to submit a valid and original B-BBEE certificate for the JV or a certified copy thereof at the Closing Date and Time of this RFT, will result in a score of zero being allocated for B-BBEE.

25. TAX COMPLIANCE

- 25.1 A Tenderer must be compliant when submitting a proposal to Denel Corporate Offices a Division of Denel SOC 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).
- 25.2 It is a condition of this RFT that the tax matters of the successful Tenderer are in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet the Tenderer's tax obligations.
- 25.3 Tenderers are required to be registered on the Central Supplier Database and the National Treasury shall verify the Tenderer's tax compliance status through the Central Supplier Database.
- 25.4 It is a requirement that a Tenderer grant a written confirmation when submitting a Tender that SARS may on an on-going basis during the tenure of the contract disclose the Tenderer's tax compliance status and by submitting this Tender such confirmation is deemed to have been granted.
- 25.5 Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database

26. NEW TAX COMPLIANCE STATUS (TCS)

- 26.1 SARS has implemented a new Tax Compliance Status (TCS) system in terms of which a taxpayer is now able to authorize any 3rd party to verify its compliance status in one of two ways: either through the use of an electronic access PIN or through the use of a Tax Clearance Certificate obtained from the new TCS system.
- 26.2 Tenderers are required to provide the following to Denel Corporate Offices a Division of Denel SOC in order to enable it to verify their tax compliance status:
- Tax reference number:
- Tax Clearance Certificate & TCC Number: and PIN: .

27. EVALUATION CRITERIA

The Tenders will be evaluated and adjudicated as follows:

27.1 MANDATORY EVALUATION CRITERIA

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

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

| # | REQUIREMENT | COMPLIANT | NON-COMPLIANT |
|----------|---|-----------|---------------|
| 1 | Valid Tax Compliance | | |
| | Submission of a valid Tax Clearance Certificate or SARS e-filing access pin (for both the tenderer and any subcontractors) | | |
| 2 | Valid B-BBEE Certificate | | |
| | Provide a valid B-BBEE Certificate | | |
| 3 | Central Supplier Database Registration | | |
| | Proof of registration on the Central Supplier Database (CSD) with supporting documentation. | | |
| 4 | Proof of Registration in terms of the Bank Act | | |
| | Submission of company composition | | |
| 5 | Key individual experience and expertise | | |
| | Individuals must hold an NQF level 5 qualification in a finance/banking related field | | |
| 6 | COIDA Registration | | |
| | Submission of proof of registration with the Commissioner for Compensation for Occupational Injuries and Diseases Act (COIDA), valid at the time of tender award. | | |
| 7 | Shareholder Documentation | | |
| | If applicable, submission of a copy of the organization's shareholder agreement, along with certified copies of all shareholder certificate and ID copies. | | |
| 8 | Joint Venture Agreement (if applicable) | | |
| | For Joint Venture (JVs), submission of the joint venture agreement or consortia agreement. | | |
| 9 | Security and Industry Standards Compliance | | |
| | Submit certified copies of certificates demonstrating compliance with relevant industry standards. These must include, but not limited to, the following: | | |
| | ISO 27001 (Information Security Management) | | |
| | ISO 20000 (IT Service Management) | | |
| | ISO 38500 (Corporate Governance of IT) | | |
| | ISO 31000 (Risk Management) | | |
| | ISO 9001 (Quality Management) | | |
| | Compliance with the Financial Intelligence Centre Act (FICA) | | |
| | Active Registration with Company Intellectual Property Commission (CIPC) – Attach copy of CIPC certificate. | | |
| | Compliance with the Protection for Personal Information ACT (POPI) for data protection. | | |
| | South African Reserve Bank regulations | | |
| | These documents are essential to ensure the bidder's adherence to industry best practices and regulatory requirements. | | |

Regulatory Considerations

| # | Requirement | Compliant | Non-Compliant |
|---|--|-----------|---------------|
| 1 | South African Regulations | | |
| | Compliance with the Financial Intelligence Centre Act (FICA), the Banks Act, and the Currency and Exchanges Act. | | |
| 2 | International Regulations | | |
| | Demonstrate adherence to global standards, including but not limited to: | | |
| | Anti-Money Laundering (AML) regulations | | |
| | Counter-Terrorist Financing (CTF) regulations | | |
| | The Foreign Account Tax Compliance Act (FATCA) | | |
| | Other applicable international banking regulations | | |
| | Certified copies of relevant compliance certificates must be provided to confirm adherence to these global regulatory standards. | | |

Compliance of the Tenderer

| # | Requirement | Compliant | Non-Compliant |
|---|--|-----------|---------------|
| 1 | Submission of All Returnable Documents | | |
| | All required documentation has been submitted. | | |
| 2 | Authorized Signatures | | |
| | Documents are duly authorized and signed. | | |
| 3 | Adherence to the Two-Envelope Process | | |
| | Proper adherence to the two-envelope submission process. | | |
| 4 | Subcontractor Information | | |
| | A list of all envisaged subcontractors (first-tier service providers) has been provided. | | |

Note: Non-compliance with any of the specified requirements will result in automatic disqualification of the tender.

First stage – Functional Evaluation

27.1.3 Tenderers are evaluated based on the functional criteria set out in this RFT. Only those Tenderers which score **eighty (80)** points or higher (**out of a possible 100**) during the functional evaluation will be evaluated during the second stage of the Tender.

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

| Criteria | Description | Scoring | Sectional Scoring / Weighting | Total % |
|---|---|-----------|---|---------|
| 1.1 Understanding of the Assignment | <ul style="list-style-type: none"> - Approach - Transition plan and timeline - Value-adding procedures (innovative and efficient banking solutions) | 30 Points | <ul style="list-style-type: none"> - Comprehensive banking methodology, transition plan, and innovative solutions: Meets expectations (30 points) - Banking methodology and transition plan only: Partially meets expectations (15 points) - Does not include required elements: Does not meet expectations (0 points) | 30% |
| 1.2 Company Competency and Track Record | <ul style="list-style-type: none"> - Strength and depth of the firm - Experience in similar assignments - Reputation with clients/general ability to deliver - Industry involvement | 20 Points | <ul style="list-style-type: none"> - 5 References Provided: 20 points - 4 References Provided: 15 points - 3 References Provided: 10 points - 2 References Provided: 5 points - 1 Reference Provided: 2 points - 0 References Provided: 0 points | 20% |
| 1.3 Suitability of Key Personnel | <ul style="list-style-type: none"> - Professional qualifications - Commitment to continuity of banking services | 50 Points | <ul style="list-style-type: none"> - Detailed CV of team leader with relevant qualifications, skills, and experience, including a minimum of 15 years in a senior banking role: Meets expectations (50 points) - CV partially meets expectations: 25 points - CV does not meet expectations: 0 points | 50% |
| Minimum Points Required: 80 | | | | |
| Total Points Available: 100 | | | | |

27.2 SECOND STAGE – PRICE AND PREFERENTIAL POINTS ASSESSMENT

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE REVISED PREFERENTIAL PROCUREMENT REGULATIONS 2022 (ONLY APPLICABLE TO SOUTH AFRICAN COMPANIES)

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

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

1.4 The maximum points for this bid 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 bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (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) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding 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 bid 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

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

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 bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

5. BID DECLARATION

- 5.1 Bidders 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:

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

(Tick applicable box)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

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

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-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 bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder 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.

2.

.....
SIGNATURE(S) OF BIDDER(S)

DATE:.....

ADDRESS.....

.....

.....

28. STATUS OF TENDER

28.1 Each Tender constitutes an irrevocable offer by the Tenderer to Denel Corporate Offices a Division of Denel SOC to provide the Products/Services required and otherwise to satisfy the requirements of the Specification as set out in this RFT.

28.2 A Tender must not be conditional on:

- a. the Board approval of the Tender or any related governing body of the Tenderer being obtained;
- b. the Tenderer conducting due diligence or any other form of enquiry or investigation on Denel Corporate Offices a Division of Denel SOC;
- c. the Tenderer (or any other party) obtaining any regulatory approval or consent;
- d. the Tenderer obtaining the consent or approval of any third party; or
- e. The Tenderer stating that it wishes to discuss or negotiate any commercial terms of the contract.

28.3 Denel Corporate Offices a Division of Denel SOC may, in its absolute discretion, disregard any tender that is, or is stated to be, subject to any one or more of the conditions detailed above (or any other relevant conditions).

Denel Corporate Offices a Division of Denel SOC reserves the right to accept a Tender in part or in whole or to negotiate with a Tenderer in accordance with the provisions of this RFT and the applicable laws and regulations.

29. CLARIFICATION OF TENDERS

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

29.2 Denel Corporate Offices a Division of Denel SOC is under no obligation to seek clarification of anything in a Tender and reserves the right to disregard any clarification that Denel Corporate Offices a Division of Denel SOC considers to be unsolicited or otherwise impermissible or irrelevant in accordance with the rules set out in this RFT.

30. DISCUSSION WITH TENDERERS

Denel Corporate Offices a Division of Denel SOC is under no obligation to discuss the outcome of the tender process with any of the Tenderers.

31. SUCCESSFUL TENDERS

31.1 Selection as a successful Tenderer does not give rise to a contract (express or implied) between the successful Tenderer and Denel Corporate Offices a Division of Denel SOC for the supply of Products / Services until such time that Denel Corporate Offices a Division of Denel SOC and the successful Tenderer conclude the SLA.

31.2 The Tenderer is bound by its Proposal and all other documents forming part of its Response, and Denel Corporate Offices a Division of Denel SOC will not entertain any material deviation from the original offer.

32. NO OBLIGATION TO ENTER INTO CONTRACT

Denel Corporate Offices a Division of Denel SOC is under no obligation to appoint a successful Tenderer(s) (as the case may be), or to enter into a contract and/or SLA with a successful Tenderer or any other person, if it is unable to identify a Tender that complies in all relevant respects with the requirements of Denel Corporate Offices a Division of Denel SOC, or if due to changed circumstances, there is no longer a need for the Services requested, or if funds are no longer available to cover the total envisaged expenditure. For the avoidance of any doubt, in these circumstances Denel Corporate Offices a Division of Denel SOC will be free to proceed via any alternative process.

33. TENDERER WARRANTIES

- 33.1 By submitting a Tender, a Tenderer warrants that:
- 33.1.1 It did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of Denel Corporate Offices a Division of Denel SOC, its officers, employees, or advisers other than any statement, warranty or representation expressly contained in the RFT;
 - 33.1.2 it did not use the improper assistance of Denel Corporate Offices a Division of Denel SOC's employees or information unlawfully obtained from them in compiling its Tender;
 - 33.1.3 it is responsible for all costs and expenses related to the preparation and submission of its Tender, and any future process connected with or relating to the Tendering Process;
 - 33.1.4 it accepts and will comply with the terms set out in this RFT; and
 - 33.1.5 It will provide additional information in a timely manner as requested by Denel Corporate Offices a Division of Denel SOC to clarify any matters contained in the Tender.

34. DENEL CORPORATE OFFICES A DIVISION OF DENEL SOC's RIGHTS

- 34.1 Notwithstanding anything else in this RFT, and without limiting its rights at law or otherwise, Denel Corporate Offices a Division of Denel SOC reserves the right, in its absolute discretion at any time, to:
- 34.1.1 Cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract and/or SLA;
 - 34.1.2 Alter the structure and/or the timing of this RFT or the Tendering Process;
 - 34.1.3 Amend any tender condition, tender validity period, RFT specifications or extend the tender closing date, all before the tender closing date;
 - 34.1.4 Terminate the participation of any Tenderer or any other person in the Tendering Process;
 - 34.1.5 Request additional relevant information, agreements and other documents to verify information provided in the tender response or request clarification from any Tenderer or any other person;
 - 34.1.6 Provide additional information or clarification;
 - 34.1.7 Negotiate with any one or more Tenderer's;
 - 34.1.8 Call for new Tenders;
 - 34.1.9 Reject any Tender that does not comply with the requirements of this RFT.
 - 34.1.10 Disregard the lowest priced tender or any tender in part or in whole
 - 34.1.11 Categorise the tenders into different areas of expertise
 - 34.1.12 Conduct site visits at the Tenderers Offices or at Client's Site or office if so required

35. GOVERNING LAWS

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

PART D: INTENT OF THE REQUEST FOR PROPOSAL

36. PURPOSE

Introduction

Denel SOC Limited is seeking a well-established and reputable South African bank, registered under the Bank Act, 1990 (ACT No. 94 of 1990), to provide comprehensive banking services. The bank must offer robust and adaptable banking solutions to meet a wide range of financial needs, including managing current accounts, handling foreign currencies, and providing short-term investment options and be familiar with all processes related to performance and financial guarantees for major projects.

The ideal partner will have a strong grasp of the corporate financial landscape, provide a user-friendly online banking platform, and maintain global correspondent banking relationships for seamless international transactions. Additionally, the bank must demonstrate financial stability, high security standards, and compliance with South African and international regulatory frameworks.

37. SCOPE OF WORK

37.1 Scope of Services: Banking Services with a South African Bank

Denel Group seeks to appoint a South African registered bank (registered with the Reserve Bank of South Africa) to provide **comprehensive and professional banking services**, including current account services, foreign currency handling, investment options, cash management, and integration with Denel's treasury systems.

1.1 OBJECTIVES OF THE REQUIRED SERVICES

The overarching objective is to secure a reputable, financially stable South African bank capable of providing integrated and seamless banking services to meet Denel's financial management needs. These services must support efficient management of current accounts, facilitate international transactions, and ensure compliance with South African and international financial regulations.

The banking partner is required to deliver a full range of banking services to support Denel's financial operations. The following services are essential:

Current Accounts:

- Open and maintain multiple current accounts across the Denel SOC's divisions.
- Ensure that all divisional account balances are automatically transferred to the main Treasury account at the close of each business day.
- Provide real-time online banking with access to account balances, transaction history, and detailed reporting tools.
- Support a multi-level user access system, assigning roles such as capturers, authorizers, and administrators to different staff members.
- Process deposits. The current average is 190 deposits per month, and the current total monthly deposit value is around R200 million. These values are expected to dramatically increase as the order pipeline increases.
- Facilitate Electronic Fund Transfers (EFTs). The current average is 65 payments per month valued at R90 million. These are also expected to increase as Denel's turnaround plan reaches optimal stage.
- Manage payroll operations, which are approximately R840 million per year, with R70 million processed per payroll cycle on the 25th of each month at the current stage. Similarly, these will vary as Denel SOC's order pipeline execution increases.

1.2. Foreign Currency Account Management Requirements

The successful bank must be capable to:

- **Provide and Maintain Multi-Currency Accounts:** Offer accounts capable of handling foreign transactions and converting foreign currencies to South African Rand (ZAR) efficiently.
- **Ensure Centralized Foreign Exchange Management:** Integrate foreign exchange management and CFC accounts into Treasury with seamless transaction uploads from the Denel Treasury system.
- **Handle Foreign Currency Inward Payments:** Manage approximately R 400 million in foreign currency inward payments annually. This amount will dramatically increase with the new orders that are in the pipeline.
- **Process Foreign Currency Outward Payments:** Manage approximately R 700 million in foreign currency outward payments annually. This amount will dramatically increase with the new orders that are in the pipeline.
- Support Denel SOC's growth programme in external markets.

1.3. Cash management

Daily Balance Set-Off: The system must be capable of automatically calculating and reconciling daily total debit and credit balances across all Denel accounts. It should ensure that the net daily balance—after set-off—is correctly charged or credited with interest according to the applicable debit or credit interest rates.

Automated Sweeping Facility: A key requirement is the implementation of an automated sweeping facility. This feature should facilitate daily transfers of excess funds from divisional accounts to the main Treasury account. The system must offer customizable parameters for sweeping operations, including timeframes and thresholds, to ensure alignment with Denel's cash management policies. Integration with existing financial systems is essential to enable seamless and efficient fund transfers.

Sweeping and Set-Off Integration: The cash management system should comprehensively incorporate sweeping and set-off functionalities into its operations. It must provide detailed reporting and monitoring capabilities to track all sweeping activities, set-off calculations, and interest accruals. An intuitive, real-time dashboard is required for visibility into account balances, sweeping activities, and interest calculations. The system should also include configurable alerts and notifications to inform users about key activities such as daily sweeps and significant balance changes.

New technology and improvements in transactional banking: The bank should demonstrate capability for innovation and being able to adapt to latest technologies and processes, including those mandated by the Reserve Bank of the Republic of South Africa.

1.4 Call/Investment Account

The bidder must provide a **call/investment account** that caters to both short- and medium-term deposit needs, with flexible terms ranging from **32 days to 3 months**. The account should offer:

- Competitive interest rates based on the duration of the deposit.
- The ability to withdraw funds on short notice without penalty for short-term liquidity needs.
- Transparent investment options that align with Denel's cash flow and investment strategies.
- Detailed reporting on account performance, including interest accrual and maturity options for reinvestment.

This solution must meet the Denel SOC 's requirement for liquidity and yield management.

1.5 Electronic Banking Solutions

The successful bidder will be required to provide innovative and comprehensive electronic banking solutions to meet the company's needs. The successful bidder must:

- **Provide a User-Friendly and Secure Online Banking Platform:** Ensure the platform offers real-time visibility into both local and international transactions.
- **Facilitate Secure and Timely Fund Movement:** Guarantee the secure and prompt movement of funds.
- **Ensure Timely and Secure Transaction Processing:** Process all transactions promptly and securely.
- **Meet EFT Requirements:** Accommodate the company's needs for EFTs related to payroll, creditors, and other payments.
- **Allow Administrative Access:** Enable the Treasury department to monitor accounts and user activity.
- **Support Multi-Level Access Controls:** Allow divisional staff to manage their accounts with appropriate access controls.
- **Interface with Financial Systems:** Ensure compatibility with Denel's current financial systems.
- **Include Advanced Features:** Provide real-time reporting, customizable alerts, and the ability to upload foreign payments from Denel's ERP system.
- **Offer Real-Time Transaction Search:** Enable real-time search capabilities for transactions.
- **Provide Transaction History:** Maintain transaction history for up to 12 months.
- **Include an Audit Trail:** Ensure an audit trail for all electronic fund transfers or deposits.

Provide Training: Supply necessary training for Denel personnel on the electronic systems (at onboarding or when new technologies are introduced), with training costs covered by the tenderer.

1.6. Archiving and Data Management Requirements

The winning bank will be required to provide a secure and reliable service for archiving processed payments and bank statements. This service should include:

- **Online Retrieval and Viewing:** Capability to retrieve and view statements online.
- **Electronic Storage:** Secure and accessible electronic storage of bank statements.
- **Regular Backups and Disaster Recovery:** Implementation of regular backups and disaster recovery procedures to ensure data integrity and availability.
- **Secure User Access and Authentication:** Secure access controls and authentication to ensure that only authorized personnel can access the statements.

1.7. Petty Cash management solution

The successful bidder must provide a comprehensive and secure **petty cash management solution** that meets the Denel SOC 's operational requirements. This solution should include:

- **Real-Time Tracking and Visibility:** A platform enabling real-time monitoring of petty cash transactions across divisions, providing finance managers and authorized personnel with full visibility and ensuring transparency and accountability.
- **Pre-Approval and Workflow Automation:** The system must automate the approval process for petty cash withdrawals, ensuring that disbursements are pre-approved by designated managers, maintaining control over expenses and compliance with internal policies.
- **Expense Categorization and Reconciliation:** The solution must allow for categorization of expenses and automatic reconciliation of petty cash transactions with supporting documentation, generating detailed reports to streamline the reconciliation process.

- **Cash Top-Up Management:** Automated reloading features must be available, triggering top-ups when petty cash balances fall below a predefined threshold, with notifications sent to the finance team for approval before processing.
- **Multi-User Access with Role-Based Permissions:** The bank must implement role-based access controls, ensuring different levels of access for users (e.g., requestors, approvers, auditors) and preventing unauthorized actions.
- **Integration with Financial Systems:** The petty cash management system must integrate seamlessly with the Denel SOC 's financial systems, ensuring automatic recording of all petty cash transactions in the general ledger and related reports.
- **Audit Trail and Reporting:** A full audit trail must be provided for all petty cash activities, along with comprehensive reporting capabilities for internal audits and financial reviews to maintain compliance with governance standards.
- **Security and Compliance:** The bank must ensure that petty cash transactions are processed in a secure environment, utilizing encryption, multi-factor authentication, and fraud detection mechanisms. The system must comply with both local and international financial regulations.

This solution will ensure efficient and secure petty cash management, enhancing control, visibility, and compliance within the Denel SOC.

1.8. Credit Facilities

The successful bidder will be required to provide:

1.8.1 Loans

- A revolving credit facility that allows the company to borrow and repay funds as needed.

1.8.2 Business Credit Cards

- Credit Card and Garage cards issued in the name of Denel SOC Ltd.

1.8.3 Guarantees

- Guarantees to support the company's financial operations, including the issuance and management of various types of guarantees such as bid bonds, performance bonds, and advance payment guarantees.
- Experience and expertise in providing such guarantees.
- Competitive pricing and terms for guarantee facilities.

1.8.4 Hedging of Currency

- Comprehensive currency hedging services to manage the company's foreign exchange risk.
- Competitive pricing and terms for hedging products.
- Efficient and effective execution of trades.

1.9. System Integration and Compatibility

The successful bidder will be required to:

- Ensure seamless integration of the banking system with the Denel SOC 's existing financial systems, particularly the Treasury system.
- Support the direct upload of foreign payment files from the Denel Treasury system to the bank's online platform.
- Provide ongoing technical support and updates to ensure compatibility with future system upgrades or changes.

1.10 Implementation and Training

The successful bidder will be required to provide A Dedicated Team and Project Manager:

Seamless Installation: Comprehensive and smooth implementation of all solutions, including transactional and electronic banking solutions.

Transactional Banking Solutions: Full integration and setup of transactional banking services.

Electronic Banking Solutions: Complete implementation and support for electronic banking services.

1.11. Compliance and Security Requirements

The winning bidder will be required to:

- **Ensure Regulatory Compliance:** Adhere to all relevant South African and international regulations, including the Financial Intelligence Centre Act (FICA), Foreign Exchange Regulations, and the Banks Act.
- **Implement Robust Security Measures:** Employ advanced security protocols to safeguard accounts and transactions, including encryption, multi-factor authentication, and fraud detection systems.
- **Provide Ongoing Security Updates and Audits:** Regularly update and audit the banking platform to maintain its integrity and security
- **Down time support:** The successful bidder shall provide comprehensive downtime support, including clearly defined downtime criteria for critical banking services such as current accounts, foreign currency accounts, and sweeping facilities. The bank must meet the following service level requirements: acknowledge downtime within 15 minutes, restore critical services within 1 hour, and provide regular updates every 30 minutes. The bank must offer 24/7 support through dedicated contact points and maintain annually tested disaster recovery and business continuity plans to minimize disruptions. An escalation protocol with senior-level contacts must be in place for urgent issues. Following any downtime, the bank must provide a detailed root cause analysis and improvement plan. Non-compliance with the service levels or recurring downtime incidents will result in financial penalties or service credits.

1.12 Onboarding, Testing, and Integration Requirements

The successful bidder must provide a detailed onboarding plan outlining key milestones, timelines, and responsibilities. A fully operational testing environment mirroring the production system must be available for end-to-end testing, ensuring seamless integration with Denel's Treasury ERP and financial systems. User Acceptance Testing (UAT) should validate system functionality, covering all key banking services.

The implementation process will be phased, with a dedicated project team assigned to manage the transition and address any issues. Comprehensive training for Denel personnel must be provided, and post-implementation support should ensure smooth operations after go-live. Regular monitoring and status updates are required during the post-go-live phase to ensure all systems function as intended.

Onboarding Plan: The winning bidder is required to provide a comprehensive onboarding plan prior to project commencement. This plan should include key milestones, timelines, roles, and responsibilities for both the bidder and Denel. The plan must outline the entire onboarding process, from the initial setup to final implementation, ensuring that all stakeholders are fully informed and prepared.

Testing Environment: A fully operational testing environment must be provided by the bidder before going live. This environment should mirror the production system to allow for extensive testing of all functionalities. The testing period must be agreed upon by both parties and should allow sufficient time for any necessary adjustments or improvements. The environment should support end-to-end testing, including all integrations with Denel's financial systems, particularly the Treasury ERP system.

Seamless System Integration: The bidder must ensure that their banking platform integrates flawlessly with Denel's existing financial systems, including the Treasury system, to support automated uploads and other financial operations. Continuous technical support must be provided to address compatibility issues or any future system upgrades. This should include software updates, security patches, and performance enhancements.

User Acceptance Testing (UAT):

The bidder must conduct User Acceptance Testing (UAT) with designated Denel personnel. This process should validate that the system meets all functional and operational requirements as outlined in the scope of work.

The UAT should cover all major system components, including current accounts, foreign currency handling, cash management, investment solutions, and electronic banking.

Implementation Phase:

The bidder must assign a dedicated project team, including a Project Manager, to oversee the implementation of all systems. This team should be available on-site to ensure smooth execution and address any issues immediately.

Implementation must follow a phased approach, with detailed project timelines provided. Each phase must be thoroughly tested before moving to the next stage.

Training and Support:

Comprehensive training must be provided to all relevant Denel personnel, ensuring that users are fully equipped to operate the new systems.

Training should cover all banking services, electronic platforms, and troubleshooting procedures.

Post-implementation support must be readily available to resolve any operational challenges that may arise after the system goes live.

Post-Go-Live Monitoring:

After the system goes live, the bidder must provide a monitoring period to ensure all systems are functioning correctly. During this period, immediate support should be available to resolve any issues that may emerge.

The bidder should submit regular status updates to Denel, highlighting system performance, user adoption, and any corrective actions taken.

2. Minimum Requirements

Tender evaluations will be conducted based on compliance with the specified criteria. Tenders failing to meet the requirements outlined in the table below will be deemed non-responsive and excluded from further consideration.

| Description of Minimum Requirements | Indicate Compliance with an "X" YES/NO | For Proof of Compliance, Provide Bid Document Reference Page Number |
|--|--|---|
| 2.1 Baseline Requirements | | |
| Be a South African bank with a strong reputation and financial stability | | |
| Provide a Certificate of Registration as a Bank in terms of the Banks Act, No. 94 of 1990, along with a company profile | | |
| Offer a comprehensive range of banking services tailored to corporate clients | | |
| Demonstrate experience working with similar organizations, particularly in the corporate and treasury sectors | | |
| Provide innovative and efficient banking solutions that enhance operational efficiency | | |
| Ensure internet banking services are provided in "real-time" | | |
| Provide access to the previous day's completed bank statement for electronic download each morning | | |
| 2.2 Technical Requirements | | |
| Ensure security and compliance with industry standards, such as PCI DSS and ISO 27001 | | |
| Implement multi-level access controls for administrators and users | | |
| Support real-time account monitoring and transaction processing | | |
| Facilitate the upload of foreign payment files from the Treasury system | | |
| 2.3 Downtime Support | YES | NO |
| Clearly define downtime, including full or partial system outages affecting critical services | | |
| Adhere to a Service Level Agreement (SLA) with a response time of 15 minutes, resolution time of 1 hour, and provide updates every 30 minutes during | | |
| Offer 24/7 support with dedicated contact points | | |
| Maintain and annually test disaster recovery and business continuity plans | | |
| Implement a clear escalation process with senior-level contacts | | |
| Provide post-incident reports detailing the root cause and corrective actions | | |
| Comply with financial penalties or service credits for failure to meet SLAs or for recurring downtime | | |
| 2.4 Regulatory Considerations | YES | NO |
| South Africa: Compliance with the Financial Intelligence Centre Act (FICA), the Banks Act, and the Currency and Exchanges Act | | |
| International: Adherence to global standards such as Anti-Money Laundering (AML) and Counter-Terrorist Financing (CTF) regulations, the Foreign Account Tax Compliance Act (FATCA), and other applicable international banking regulations | | |

Overview of Banking Requirements and Service Specifications

The Denel SOC 's banking structure includes:

- **ZAR Bank Accounts:**
 - **Total Accounts:** 13, with 1 Treasury Bank account (main account) and 12 divisional bank accounts. These may change at the time of award.
 - **User Access:** 45 users across various divisions, assigned roles as capturers and authorizers.
 - **Administration:** Managed by Treasury staff who handle user management and queries.
 - **Cash Management:** Utilizes Cash Management Solutions for managing cash flows, liquidity, and working capital.
 - **Account Sweeping:** Daily balances of divisional bank accounts are swept into the main account, except for specific accounts:
 - **Ring-Fenced Accounts:** Denel Aeronautics, Denel Technical Academy, Denel Overberg Test Range – The Dunes, and Denesecure accounts do not sweep into the main Treasury account.
- **Foreign Currency Accounts:**
 - **Total Accounts:** 14, including USD, GBP, EUR, CHF, AUD, CAD, SGD, SEK. Other currencies may be added depending on contracts with customers.
 - **Management:** Foreign exchange transactions and CFC accounts are centralized in Treasury.
- **Treasury System:**
 - **Functionality:** Records all transactions, including Money Market, Forward Contracts, and Spot transactions.
 - **Integration:** Foreign payments captured in the Treasury ERP are uploaded onto the online Banking system.
- **Daily Bank Statements:**
 - **Access:** Statements are emailed daily to the Treasury shared mailbox and can also be downloaded from the online banking system.
- **Employee Banking Services:**
 - **Direct Deposits:** Provided at no charge to employees for payroll purposes.

Schedule of Transactional Services Charges

- **Cost Proposal:** The bidder must submit a comprehensive cost proposal schedule.
- **Pricing Requirements:** All pricing must be fully inclusive and clearly specified, including VAT. Additional costs must be detailed and included in the total quotation.
- **Quotation Costs:** The bidder is responsible for all costs related to the preparation and submission of the quotation.
- **Pricing Escalation:** Prices must be adjusted annually based on inflation.

Conclusion

The selected banking partner will be integral to supporting the Denel SOC 's financial operations. The successful bidder will demonstrate a strong understanding of the Denel SOC 's needs, offer innovative solutions, exceptional customer service, and competitive pricing to enhance the overall banking experience while ensuring efficient transaction processing, robust security, and compliance with all regulatory requirements.

ANNEXURE A: PRICE PROPOSAL

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

PRICING SCHEDULE

The tenderer is required to fill in the pricing schedule and complete the pricing calculations set down in the section below

Unit rates – the tenderer is required to review the scope of work defined in **Section 4 above** and to determine all the resources required resulting in the unit rates to achieve the work components within the scope.

PART A – Schedule of bank charges

| ITEM | DESCRIPTION OF SERVICES REQUIRED | YES | NO | A: UNIT COST (VAT INCLUSIVE) | B: UNITS (REFERENCE DATA) | TOTAL PER ANNUM (A x B) |
|----------|---|-----|----|------------------------------|---------------------------|-------------------------|
| | | | | RANDS | | RANDS |
| 1 | MANAGEMENT OF CASH | | | | | |
| | Cash deposit fee- Branch | | | | | |
| | Cash deposit fee- ATM | | | | | |
| | Petty cash Options (Instant money, cash send, e-wallet) | | | | | |
| | Cash deposit errors | | | | | |
| | Providing copies of deposit slips/statements | | | | | |
| 2 | OTHER SERVICES | | | | | |
| | Audit confirmation letters/ certificates | | | | | |
| | Returned/ disputed debit order | | | | | |
| | Dedicated support team | | | | | |
| | Dedicated help Desk | | | | | |
| | Debit/ Credit card facility | | | | | |

| | | | | | | |
|----------|--|--|--|--|--|--|
| 3 | OVERDRAFT FACILITY AND INTEREST RATES | | | | | |
| | Debit interest rate | | | | | |
| | Credit interest rate | | | | | |
| | Relationship to prime overdraft rate | | | | | |
| | Commitment fee on overdraft facility | | | | | |
| | Interest paid out at month-end | | | | | |
| 4 | REPORTING, AUDIT TRAILS AND QUERIES | | | | | |
| | Daily and monthly cash management reports and statements | | | | | |
| | Hard copies of historic information requested | | | | | |
| | Downloading of electronic payments in terms of file format | | | | | |
| | Deposit error corrections reported within 48 hours | | | | | |
| | Copy of Statements: folders (>12 months) | | | | | |
| 5 | ELECTRONIC BANKING SERVICES | | | | | |
| | Direct on-line balance enquiry | | | | | |
| | Direct on-line cash management facility | | | | | |
| | Direct on-line statement enquiry | | | | | |
| | Direct on-line reversal of | | | | | |

| | | | | | | |
|--|--|--|--|--|--|--|
| | | | | | | |
| | stop payment | | | | | |
| | Direct on-line, real-time browsing facility | | | | | |
| | Historic bank statements supplied electronically | | | | | |
| | Facility to download statements into SAP/ excel | | | | | |
| | Audit trail of electronic transfers in/ deposits | | | | | |
| | Direct on-line facility to capture bank transfers | | | | | |
| | Electronic direct debit facility | | | | | |
| | Online direct debit rejections | | | | | |
| | Deposit identification facility | | | | | |
| | EFT facility to effect salary payments | | | | | |
| | Recall of transfer | | | | | |
| | Late recalls | | | | | |
| | Return of unpaid items | | | | | |
| | Copies of payment reports | | | | | |
| | Proof of payment to suppliers | | | | | |
| | Transaction tracing | | | | | |
| | EFT audit of all unpaid salaries | | | | | |
| | EFT service to facilitate the creation of bulk payments (file importing and release) | | | | | |

| | | | | | | |
|---|--|--|--|--|--|--|
| | Create payments on-line | | | | | |
| | Single debit or single credit entry on bank statement | | | | | |
| | Release EFT payments for a future date | | | | | |
| | Interim audit report before action date | | | | | |
| | Final audit report after payment is released | | | | | |
| | Verification and validation of suppliers/creditors branch and account numbers | | | | | |
| | Allow for multiple operators and password resets | | | | | |
| | EFT payments - Two and Five day service - One day service -Same day service | | | | | |
| | Compatibility of software | | | | | |
| | Secure environment with encryption | | | | | |
| | Email notification | | | | | |
| | Automatic sweeping of end of day balances to the treasury account | | | | | |
| 6 | ELECTRONIC FOREIGN PAYMENTS | | | | | |
| | Facility to process foreign payments | | | | | |

| | | | | | | |
|----------|--|--|--|--|--|--|
| | electronically | | | | | |
| | The facility must be accessible on the single platform | | | | | |
| | Manual payment via emailed instruction | | | | | |
| 7 | GUARANTEES | | | | | |
| | Issuing of Financial guarantees | | | | | |
| | Issuing of Performance guarantees | | | | | |
| 8 | GENERAL | | | | | |
| | One Business credit card | | | | | |
| | Account verification letter | | | | | |
| | Account confirmation letter | | | | | |
| | Other fees (Please list) | | | | | |

| | |
|---|--|
| TOTAL COST PER ANNUM (INCLUDING VAT) | |
|---|--|

PART B – Reference data

| No | Description | Indicative per annum |
|----|-----------------------|----------------------|
| | | R |
| | RECEIPTS | |
| 1 | Number of deposits | +/-2,300 |
| 2 | Value of Cash deposit | 1,500,000,000.00 |
| | PAYMENTS | |
| 3 | Number of EFT Batches | +/-850 |

| | | |
|----|---|------------------|
| 4 | Number of EFT Transactions | +/-3,792 |
| 5 | Value of EFT Payments | 1,448,000,000.00 |
| | PAYROLL DETAILS | |
| 6 | Number of Employees | 1787 |
| 7 | Number of EFT Batch runs | +/-72 |
| 8 | Number of EFT Transactions | 30,000 |
| 9 | Value of Payments | 840,000,000.00 |
| 10 | GUARANTEES | 600,000,000.00 |
| 11 | CREDIT CARD FACILITY LIMIT | |
| 12 | GARAGE CARD FACILITY LIMIT | 4,500,000.00 |
| 13 | OVERDRAFT FACILITY LIMIT | 60,000,000.00 |
| 14 | NUMBER OF FOREIGN PAYMENTS | 776,033,731.45 |
| 15 | NUMBER OF FOREIGN RECEIPTS | 412,906,085.50 |
| 16 | TOTAL NUMBER OF USERS ACCESSING THE BANKING SYSTEM | 43 |
| | - system administrator | 3 |
| | - Authoriser | 17 |
| | - Captures | 23 |

- A.1 CURRENCY
All prices must be quoted in South African Rand on a fixed price basis, with all applicable taxes included.
- A.2 PRICES SUBJECT TO CONFIRMATION
Prices quoted which are subject to confirmation will not be considered.
- A.3 BINDING OFFER
Any tender furnished pursuant to this RFT shall be deemed to be an offer. Any exceptions to this statement must be clearly and specifically indicated.
- A.4 DISCLAIMERS
Tenderers are hereby advised that Denel Corporate Offices a Division of Denel SOC is not committed to any course of action because of its issuance of this RFT and/or its receipt of Tenders. Please note that Denel Corporate Offices a Division of Denel SOC reserves the right to:
- A.4.1 Modify the RFT's requirements and request Tenderers to re- tender on any changes;
- A.4.2 Reject any Tender which does not conform to instructions and specifications which are detailed herein;
- A.4.3 Not necessarily accept the lowest priced Proposal or an alternative Tender;
- A.4.4 Reject all Tenders/Proposals, if it so decides;
- A.4.5 Award only a portion of the proposed product(s)/service(s) which are reflected in the scope of this RFT;

- A.4.6 Split the award between more than one enterprise/organisation should it at Denel Corporate Offices a Division of Denel SOC's discretion be more advantageous in terms of, amongst others, cost or developmental considerations; or make no award at all;
- A.4.7 Validate any information submitted by Tenderers in response to this Tender. This would include, but is not limited to, requesting the Tenderers to provide supporting evidence. By submitting a tender, Tenderers hereby irrevocably grant the necessary consent to Denel Corporate Offices a Division of Denel SOC to do so;
- A.4.8 Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- A.4.9 Award the Tender to the next highest ranked Tenderer, should the preferred Tenderer fail to sign or commence with the contract within a reasonable period after being requested to do so, provided that the preferred Tenderer is still prepared to provide the required goods at the quoted price. Under such circumstances, the validity of the tenders of the next ranked Tenderer(s) will be deemed to remain valid, irrespective of whether the next ranked Tenderer(s) were issued with a Letter of Regret. Tenderers may therefore be requested to advise whether they would still be prepared to provide the required goods at their quoted price, even after they have been issued with a Letter of Regret;
- A.4.10 Cancel the contract and/or place the Tenderer on Denel Corporate Offices a Division of Denel SOC's list of Restricted Suppliers, should a contract be awarded on the strength of information furnished by the Tenderer, which after award of the contract, is proven to have been incorrect;
- A.4.11 Award Tender to the highest scoring Tenderer(s) unless objective criteria justify the award to another Tenderer.

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

- A.5 **PAYMENT TERMS**
The service provider shall note and accept Denel Corporate Offices a Division of Denel SOC's payment terms as stipulated in the SLA and/or contract.

Payment will only be made after acceptance at DCO.

- A.6 **SCHEDULE OF RATES/PRICE**

The following must be completed.

| | | |
|--|---------------------------------|---|
| Price | Unit of measure | |
| Price subject to escalation <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, complete the following in full applicable formula..... Indicate which category class..... %Labour..... Material..... Fixed period <input type="checkbox"/> Yes <input type="checkbox"/> No | | DELIVERY BASIS Delivered <input type="checkbox"/> Yes CIF <input type="checkbox"/> Yes FOB <input type="checkbox"/> Yes DDU <input type="checkbox"/> Yes Ex Works <input type="checkbox"/> Yes |
| Rate of exchange R1-00 = | | Transport cost included <input type="checkbox"/> Yes <input type="checkbox"/> No |

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

ANNEXURE: SUMMARY

Annexure H – CIPC Registration Documents

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

Annexure I – Latest Shareholder Agreements

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

Annexure J – Joint Venture, Consortium Documents

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

Annexure K – Mandatory Evaluation Criteria

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

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

Annexure L – General Conditions of Contract

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

Annexure M – References and Transactions

Recent references and transactions the Tenderer has handled as specified in the evaluation criteria. **(If applicable)**

SBD 2

38. TAX CLEARANCE CERTIFICATE REQUIREMENTS (ONLY APPLICABLE TO SOUTH AFRICAN COMPANIES)

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

1In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5Copies 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.

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.

INTEREST

SBD4

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹ “State” means –

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

² “Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder **YES / NO**
presently employed by the state?

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:
.....

2.7.2 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**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

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

.....
.....

2.8 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**

2.8.1 If so, furnish particulars:

.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

.....
.....

3 FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.

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



DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH
23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE
FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder