

## REQUEST FOR TENDER

IN ACCORDANCE WITH THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND PREFERENTIAL PROCUREMENT REGULATIONS 2017, THIS TENDER IS SUBJECT TO CRITERIA AS OUTLINED IN THE DOCUMENT BELOW.

<b>TENDER NUMBER:</b>	TND-ID000384
<b>CLOSING DATE:</b> Submission of the tender	<b>28 November 2023</b>
<b>ISSUE</b>	1
<b>CLOSING TIME:</b>	11:00am
<b>COMPULSORY BRIEFING:</b>	<b>N/A</b>
<b>CLOSING DATE FOR ENQUIRIES:</b>	<b>22 November 2023 @11h00</b>
<b>PERIOD FOR WHICH TENDERS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:</b>	90 days
<b>DESCRIPTION OF TENDER:</b>	Solar Technician PPE
<b>TENDER DOCUMENTS DELIVERY ADDRESS:</b>	<p><b><u>Electronic submission to:</u></b> (Foreign Suppliers only)</p> <p><a href="mailto:shadrack.khanyile@denel.co.za">shadrack.khanyile@denel.co.za</a></p> <p><b><u>Hard copy submissions to:</u></b> (Local Suppliers)</p> <p><b>DENEL AERONAUTICS</b> 6-8 Atlas Road Bonaero Park KEMPTON PARK 1620 <b><u>Alpha Gate Reception</u></b></p>
<b>TENDER ENQUIRY EMAIL ADDRESS:</b>	<a href="mailto:shadrack.khanyile@denel.co.za">shadrack.khanyile@denel.co.za</a>

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## PART A: INVITATION TO TENDER

### PURPOSE OF THIS TND-ID000384

#### **Objective**

Denel Aeronautics is seeking the service provider to submit a proposal for: **Solar Technician PPE**

#### **General Requirement**

- 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.
- All Tenders must be submitted on this document – (NOT TO BE RE-TYPED)
- No Local Tenders received by facsimile, email or any other similar medium will be considered.
- This Tender is subject to the **General Conditions of Contract (GCOC)** Annexure B and Special Conditions specified in this, which is set out in PART C of this document. The Tenderer is to indicate **acceptance and/or deviation from the General GCOC** and Conditions in this section.

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

<b>NAME OF TENDERER AND EACH ENTITY IN CONSORTIUM:</b>	
<b>POSTAL ADDRESS:</b>	
<b>STREET ADDRESS:</b>	
<b>CONTACT PERSON (FULL NAME):</b>	
<b>EMAIL ADDRESS:</b>	
<b>TELEPHONE NUMBER:</b>	
<b>FAX NUMBER:</b>	
<b>TENDERER REGISTRATION NUMBER OR REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM</b>	
<b>TENDERER VAT REGISTRATION NUMBER OR VAT REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM (Local Suppliers only)</b>	
<b>FULL NAME OF AUTHORISED REPRESENTATIVE:</b>	
<b>CAPACITY IN WHICH AUTHORISED REPRESENTATIVE SIGNS:</b>	
<b>SIGNATURE OF AUTHORISED REPRESENTATIVE:</b>	
<b>DATE OF SIGNATURE</b>	

## 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"/>	<b>Part A:</b> Invitation to Tender (with a signature of an authorised representative of the Tenderer)
<input type="checkbox"/>	<input type="checkbox"/>	<b>Part B:</b> Checklist of compulsory returnable schedules and documents
<input type="checkbox"/>	<input type="checkbox"/>	<b>Part C:</b> Specifications, Conditions of tender and Undertakings by Tenderer (with a signature of an authorised representative of the Tenderer)
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure A:</b> Schedule of Rates/Price Proposal
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure B:</b> General Conditions of Contract (GCC)
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure C:</b> SBD1– Tax Clearance Certificate Requirement ( <b>N/A to Local Bidders</b> )
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure D:</b> SBD2 – Tax Clearance Certificate Requirement ( <b>N/A to Foreign Bidders</b> )
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure E:</b> SBD4 - Declaration of Interest
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure F:</b> SBD6.2 – Declaration Certificate for Local Production and Content ( <b>N/A to Foreign Bidders</b> )
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure G:</b> B-BBEE status level certificate ( <b>N/A to Foreign Bidders</b> )
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure H:</b> Certified copies of your CIPC company registration documents listing all members with percentages, in case of a close corporation ( <b>N/A to Foreign Bidders</b> )
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure I:</b> Certified copies of latest share certificates, in case of a company.
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure J: (if applicable):</b> A breakdown of how fees and work will be spread between members of the Tendering consortium.
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure K:</b> Supporting documents in response to Mandatory Criteria /Requirements.
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure L:</b> Supporting documents - CSD Registration Summary Report ( <b>N/A to Foreign Bidders</b> )
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure M:</b> Recent references and transactions the Tenderer has handled as specified in this document Plan ( <b>if applicable</b> )
<input type="checkbox"/>	<input type="checkbox"/>	<b>Annexure N:</b> EE report or detailed employee profile report and Transformation Plan ( <b>if applicable</b> )

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

### 1. DEFINITIONS

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

- 1.1 **B-BBEE** MEANS BROAD-BASED BLACK ECONOMIC EMPOWERMENT AS DEFINED IN SECTION 1 OF THE BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT, 2003 (ACT NO 53 OF 2003);
- 1.2 **B-BBEE ACT** MEANS THE BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT, 2003 (ACT NO 53 OF 2003);
- 1.3 **B-BBEE STATUS LEVEL** MEANS THE B-BBEE STATUS RECEIVED BY A MEASURED ENTITY BASED ON ITS OVERALL PERFORMANCE USED TO CLAIM POINTS IN TERMS OF REGULATION 6 AND 7 OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017;
- 1.4 **BUSINESS DAY** MEANS A DAY WHICH IS NOT A SATURDAY, SUNDAY OR PUBLIC HOLIDAY;
- 1.5 **TENDER** MEANS A WRITTEN OFFER IN THE PRESCRIBED OR STIPULATED FORM LODGED BY A TENDERER IN RESPONSE TO AN INVITATION IN THIS REQUEST FOR TENDER ("RFT"), CONTAINING AN OFFER TO PROVIDE GOODS, WORKS OR SERVICES IN ACCORDANCE WITH THE SPECIFICATION AS PROVIDED IN THIS RFT;
- 1.6 **TENDERER** MEANS A PERSON OR LEGAL ENTITY, OR AN UNINCORPORATED GROUP OF PERSONS OR LEGAL ENTITIES THAT SUBMIT A TENDER;
- 1.7 **COMPANIES ACT** MEANS THE COMPANIES ACT, 2008 (ACT NO 71 OF 2008);
- 1.8 **COMPULSORY DOCUMENTS** MEANS THE LIST OF COMPULSORY SCHEDULES AND DOCUMENTS SET OUT IN PART B;
- 1.9 **CLOSING DATE AND TIME** MEANS THE DATE AND TIME, BY WHICH TENDERS MUST BE RECEIVED;
- 1.10 **DENEL** MEANS DENEL SOC LTD, A STATE-OWNED COMPANY WITH REGISTRATION NUMBER: 1992/001337/30) OR ANY OF ITS DIVISIONS AND SUBSIDIARIES;
- 1.11 **EVALUATION CRITERIA** MEANS THE CRITERIA SET OUT UNDER THE CLAUSE 30 (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 30.2 REFERRING TO THE QUALIFY SPECIFICATION OF THE TENDER 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 2017, PUBLISHED IN TERMS OF THE PPPFA;

1.19 **PRICE AND PREFERENTIAL POINTS ASSESSMENT** MEANS THE PROCESS DESCRIBED IN CLAUSE 30.3 OF THIS DOCUMENT IN PART C, AS PRESCRIBED BY THE PPPFA.

1.20 **RAND OR R** IS A REFERENCE TO THE LAWFUL CURRENCY OF THE REPUBLIC OF SOUTH AFRICA;

1.21 **REQUEST FOR TENDER OR RFT** MEANS THIS DOCUMENT (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;

1.22 **SARS** MEANS THE SOUTH AFRICAN REVENUE SERVICE;

1.23 **SERVICES** MEANS THE SERVICES REQUIRED BY DENEL, AS SPECIFIED IN THIS RFT PART D;

1.24 **SLA** MEANS SERVICE LEVEL AGREEMENT THAT WILL BE CONCLUDED BETWEEN DENEL AND SUCCESSFUL TENDERER, IF/ WHERE APPLICABLE;

1.25 **SOC** MEANS STATE OWNED COMPANY, AS DEFINED BY THE COMPANIES' ACT;

1.26 **SPECIFICATION** MEANS SPECIFICATION OR DESCRIPTION OF DENEL'S REQUIREMENTS CONTAINED IN THIS RFT;

1.27 **STATE** MEANS THE REPUBLIC OF SOUTH AFRICA;

1.28 **TENDERING PROCESS** MEANS THE PROCESS COMMENCED BY THE ISSUING OF THIS REQUEST FOR TENDERS AND CONCLUDING UPON FORMAL ANNOUNCEMENT BY DENEL OF THE SELECTION OF A SUCCESSFUL TENDERER(S) OR UPON THE EARLIER TERMINATION OF THE PROCESS;

1.29 **WEBSITE** MEANS A WEBSITE ADMINISTERED BY DENEL UNDER ITS NAME WITH WEB ADDRESS [WWW.DENEL.CO.ZA](http://WWW.DENEL.CO.ZA);

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

## 2. TENDER OFFICE

### DENEL AERONAUTICS

Kindly forward your queries to the email as identified on cover page of Tender.  
No questions will be answered telephonically.

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

Additional information, responses to questions/queries/comments will be posted on the e-Tender portal updates from time to time. Denel will not be held liable/responsible in the event that Tenderers do not view this information.

### SUBMISSION OF TENDERS

2.1 Hardcopies copies of tenders are to be submitted to the address as indicated on the cover page of this tender.

2.2 Information to be marked on package containing tender

Tender number must be reflected in the emails "Subject" field.

**Note:**Return address will be deemed the sender email address. 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

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

## 3. RULES GOVERNING THIS RFT AND THE TENDERING PROCESS

3.1 Participation in the tender process is subject to compliance with the rules, terms and conditions contained in part c of this RFT.

3.2 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.

3.3 All tenderers are deemed to accept the rules, terms and conditions contained in part c of this RFT.

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

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

3.4.2 The Tendering Process; and

3.4.3 Any communications (including any briefings, presentations, meetings, and negotiations) relating to the RFT or the Tendering Process.

#### 4. 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 and any Tenderer unless and until Denel has executed a formal written contract with the successful Tenderer.

#### 5. ACCURACY OF THE RFT

- 5.1 Whilst all due care has been taken in connection with the preparation of this **RFT**, Denel 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, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.
- 5.2 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 (other than minor clerical matters), the tenderer must promptly notify Denel in writing of such discrepancy, ambiguity, error or inconsistency in order to afford Denel an opportunity to consider what corrective action is necessary (if any).
- 5.3 Any actual discrepancy, ambiguity, error or inconsistency in this **RFT** or any other information provided by Denel will, if possible, be corrected and provided to all tenderers without attribution to the tenderer who provided the written notice

#### 6. ADDITIONS AND AMENDMENTS TO THE RFT

- 6.1 Denel reserves the right to change any information in, or to issue any addendum to this **RFT** before the closing date and time. Denel and its officers, employees and advisors will not be liable in connection with either the exercise of, or failure to exercise this right.
- 6.2 If Denel exercises its right to change information in terms of clause 7.1, it may seek amended tenders from all tenderers.

#### 7. REPRESENTATIONS

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

## 8. 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.

## 9. UNAUTHORISED COMMUNICATIONS

- 9.1 Communication (including promotional or advertising activities) with staff of Denel or their Denel 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 to the extent that such communication is not related to this RFT or the tendering process.
- 9.2 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.

## 10. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

- 10.1 Tenderers may not seek or obtain the assistance of employees of Denel in the preparation of their tender responses.
- 10.2 Denel may in its absolute discretion, immediately disqualify a tenderer that it believes has sought or obtained such improper assistance.
- 10.3 Tenderers are to be familiar with the implications of contravening the prevention and combating of corrupt activities act, 2004 and any other relevant legislation.
- 10.4 Any improper communication, canvassing, or engagement with any Denel people/person/representative will result in immediate disqualification from the RFT process

## 11. ANTI-COMPETITIVE CONDUCT

- 11.1 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.
- 11.2 For the purposes of this clause 13, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange, and clarification of information whether or not such information is confidential to Denel or any other tenderer or any other person or organisation.
- 11.3 In addition to any other remedies available to it under law or contract, Denel 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.

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## 12. COMPLAINTS ABOUT THE TENDERING PROCESS

- 12.1 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.
- 12.2 The written complaint must set out:
  - 12.2.1 The basis for the complaint, specifying the issues involved;
  - 12.2.2 How the subject of the complaint affects the organisation or person making the complaint;
  - 12.2.3 Any relevant background information; and
  - 12.2.4 The outcome desired by the person or organisation making the complaint.
- 12.3 If the matter relates to the conduct of an employee of Denel, the complaint should be addressed in writing marked for the attention of the chief executive officer of Denel, and delivered to the physical address of Denel, as notified.

## 13. CONFLICT OF INTEREST

- 13.1 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 and the tenderer's interests during the tender process.
- 13.2 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 immediately in writing of that conflict.
- 13.3 Denel may immediately disqualify a tenderer from the tendering process if the tenderer fails to notify Denel of the conflict of interest as required.

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## 14. LATE TENDERS

- 14.1 Tenders must be delivered by the closing date and time. The closing date and time may be extended by Denel in its absolute discretion by providing written notice to tenderers, if available or be amended on the tender portal.
- 14.2 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.**
- 14.3 The determination by Denel 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 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'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 Submit all Compulsory Documents.

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## 16. PREPARATION OF TENDERS

- 16.1 Tenderers must ensure that:
  - 16.1.1 Their Tender is submitted in the required format as stipulated in this RFT; and
  - 16.1.2 All the required information fields in the Tender are completed in full and contain the information requested by Denel.
- 16.2 Denel may in its absolute discretion reject a tender that does not include the information requested or is not in the format required.
- 16.3 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.
- 16.4 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.
- 16.5 An incomplete tender may be disqualified or assessed solely on the information completed or received with the tender.

## 17. ILLEGIBLE CONTENT, ALTERATION AND ERASURES

- 17.1 Denel may disregard any content in a tender that is illegible and will be under no obligation whatsoever to seek clarification from the tenderer.
- 17.2 Denel 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 reasonably considers that correction would materially alter the substance of the tender or affect the fairness of the tendering process.

## 18. OBLIGATION TO NOTIFY 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 of such error **before** closing date and time of the tender.

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## 19. RESPONSIBILITY FOR TENDERING COSTS

- 19.1 The tenderers participation or involvement in any stage of the tendering process is at the tenderers sole risk, cost and expense. Denel 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.
- 19.2 Denel 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:
  - 19.2.1 the Tenderer is not engaged to perform under any contract; or
  - 19.2.2 Denel exercises any right under this RFT or at law.

## 20. DISCLOSURE OF TENDER CONTENTS AND TENDER INFORMATION

- 20.1 All tenders received by Denel will be treated as confidential. Denel will not disclose contents of any tender and tender information, except:
  - 20.1.1 as required by law;
  - 20.1.2 for the purpose of investigations by other government authorities having relevant jurisdiction;
  - 20.1.3 to external consultants and advisors of Denel 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.

## 21. USE OF TENDERS

- 21.1 Upon submission in accordance with the requirements relating to the submission of tenders, all tenders submitted become the property of Denel. Tenderers will retain all ownership rights in any intellectual property contained in the tenders.
- 21.2 Each tenderer, by submission of their tender, is deemed to have licensed Denel to reproduce the whole, or any portion, of their tender for the sole purposes of enabling Denel to evaluate the tender.

## 22. TENDER ACCEPTANCE

All Tenders received must remain open for acceptance for a minimum period as stipulated in the cover page of the Tender from the Closing Time. This period may be extended by written mutual agreement between Denel and the Tenderer.

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## 23. CHANGES TO PRICE PROPOSALS

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

## 24. DENEL PROCUREMENT PHILOSOPHY

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

- 24.1 The PFMA and the PPPFA;
- 24.2 Preferential procurement regulations 2017;
- 24.3 Relevant legislation; and
- 24.4 In its quest to advance black-owned companies and individuals, Denel will actively support and give preference to companies with one or a combination of the following transformation profiles:
  - a. At least 51% Black owned;
  - b. At least 51% Black Youth owned;
  - c. At least 51% Black Women owned;
  - d. At least 51% Black People with Disabilities owned;
  - e. At least 51% owned by Black People Living in Rural or Underdeveloped areas or Townships;
  - f. At least 51% owned by Black People who are Military Veterans as defined in the B-BBEE Act.

**Note:**

- 1. As a SOC and mandated to give preference to B-BBEE compliant and transformed companies. Bidders that do not meet the above-mentioned transformation levels must submit a Transformation Plan outlining steps to address shortcomings in their current status. **(N/A to bidders based overseas)**
- 2. The transformation plan must be submitted as part of the original bid submission. Failure to do so will lead to the disqualification of the bid. **(N/A to foreign bidders)**

## 25. BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS (N/A TO BIDDERS BASED OVERSEAS)

25.1 As explained in more detail in the BBBEE 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 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).

25.2 To qualify for preferential procurement

25.2.1 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. (N/A to Foreign bidders)

25.2.2 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. (N/A to Foreign bidders)

25.3 Denel 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.

25.4 Tenderers are required at all times to comply with the latest B-BEE 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.

## 26. B-BBEE JOINT VENTURES OR CONSORTIUMS

26.1 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.

26.2 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 through this RFT process.

26.3 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.

26.4 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.

## 27. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Tenderers are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information.

A Tender may not be awarded to a Tenderer who has failed to register on the CSD.

Only foreign suppliers with no local registered entity need not register on the CSD.

The CSD can be accessed at <https://secure.csd.gov.za/>. Respondents are required to provide the following to Denel in order to enable it to verify information on the CSD:

## 28. TAX COMPLIANCE

- 28.1 A tenderer must be compliant when submitting a proposal to DENEL and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the income tax act, 1962 (act no. 58 of 1962) and value added tax act, 1991 (act no. 89 of 1991).
- 28.2 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.

***Note: Overseas Bidders are to obtain an RSA Tax Clearance Certificate! By completing the SBD1 Form.***

- 28.3 National treasury shall verify the tenderer's tax compliance status through the central supplier database. **(n/a to bidders based overseas)**
- 28.4 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.
- 28.5 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 **[n/a to bidders based overseas]**

## 29. EVALUATION CRITERIA

The Tenders will be evaluated and adjudicated as follows:

- 29.1 **MANDATORY EVALUATION CRITERIA**
- 29.1.1 Only those Tenderers which satisfy all of the Mandatory Criteria will be eligible to participate further in the Tendering Process.  
  
All documentation must be attached proving that Tenderer comply to the mandatory requirements.

## Mandatory Requirements

29.1.2 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.

Mandatory	Yes (x)	No (x)
All items must be SABS approved		
Able to provide a sample for each category of items		

## 29.2 FIRST STAGE – FUNCTIONAL EVALUATION

29.2.1 Tenderers are evaluated based on the functional criteria set out in this RFT.

Only those Tenderers which score the minimum points as specified in the Functional Evaluation – Para 31.2.2 **70 (Seventy)** points or higher (**out of a possible 100**) during the functional evaluation will be evaluated during the second stage of the Tender.

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

No	Functional Evaluation	Weighting % out of 100
1	<b>Complaint to Specification:</b> Complaint = 50 Non-compliant = 0	50
2	<b>After sales service</b>	30
3	<b>Company profile</b>	10
4	<b>Central Supplier Database (CSD)</b>	5
5	<b>Signed Standard Bidding Document (SBD4) – Declaration of Interest</b>	5

## 29.3 SECOND STAGE – PRICE AND PREFERENTIAL POINTS ASSESSMENT

29.3.1 Subsequent to the evaluation of Mandatory Criteria and Functional criteria, the second stage of evaluation of the Tenders will be in respect of price and B-BBEE status only. Points will be allocated to Tenderers at this stage of the evaluation in accordance with the PPPFA Regulations, as follows:

- Price points 80 or Price point 90
- B-BBEE 20 B-BBEE 10

**NB:** The 80/20 formula applies to tenders with a Rand value equal to or above R30 000 and up to a Rand value of R50 million inclusive of all applicable taxes and 90/10 formula applies to tenders with a Rand value above R50 million inclusive of all applicable taxes.

29.3.2 The successful Tenderer will typically be the Tenderer that scores the highest number of points in the second stage of the Tender evaluation. However, Denel may exercise its right to cancel the RFT or may award the tender to a company that did not obtain the highest score based on objective business criteria or transformation requirements.

**Note:** Denel reserves the right to demand an Action Plan that addresses shortcomings in the successful Tenderer's transformation status. Denel also reserve the right to conduct Due Diligence on the preferred Bidder.

29.3.3 Price points

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

$$Ps = 80(1-(Pt-Pmin)/Pmin) \quad \text{or} \quad Ps=90(1-(Pt-Pmin)/Pmin)$$

Where:

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

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

Pmin = Comparative price of lowest acceptable tender or offer.

29.3.4 Preferential procurement points

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

B-BBEE Status Level 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

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

#### 29.3.5 Total

The total points scored by each Tenderer will be calculated by adding the points scored for price (out of 80 or 90) to the points scored for B-BBEE level (out of 20 or 10) respectively. The successful Tenderer will be the Tenderer which has the highest total points (out of 100) for both price and preferential procurement (unless there is a basis for selecting a different successful Tenderer in accordance with section 2(1) (f) of the PPPFA.

## 30. STATUS OF TENDER

- 30.1 Each tender constitutes an irrevocable offer by the tenderer to DENEL to provide the products/services required and otherwise to satisfy the requirements of the specification as set out in this RFT.
- 30.2 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;
  - 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.
- 30.3 Denel 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).

30.4 Denel 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.

## 31. CLARIFICATION OF TENDERS

- 31.1 Denel may seek clarification from and enter into discussions with any or all of the tenderers in relation to their tender. Denel 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 may render the tender liable to disqualification.
- 31.2 Denel is under no obligation to seek clarification of anything in a tender and reserves the right to disregard any clarification that Denel considers to be unsolicited or otherwise impermissible or irrelevant in accordance with the rules set out in this RFT.

## 32. DISCUSSION WITH TENDERERS

Denel is under no obligation to discuss the outcome of the tender process with any of the Tenderers

## 33. Successful tenders

- 33.1 Selection as a successful tenderer does not give rise to a contract (express or implied) between the successful tenderer and Denel for the supply of products / services until such time that Denel and the successful tenderer conclude the SLA.
- 33.2 The tenderer is bound by its proposal and all other documents forming part of its response, and Denel will not entertain any material deviation from the original offer.

## 34. NO OBLIGATION TO ENTER INTO CONTRACT

Denel 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, 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 will be free to proceed via any alternative process.

## 35. TENDERER WARRANTIES

- 35.1 By submitting a tender, a tenderer warrants that:
- 35.1.1 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, its officers, employees, or advisers other than any statement, warranty or representation expressly contained in the RFT;
- 35.1.2 it did not use the improper assistance of Denel's employees or information unlawfully obtained from them in compiling its Tender;
- 35.1.3 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;
- 35.1.4 it accepts and will comply with the terms set out in this RFT; and

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35.1.5 It will provide additional information in a timely manner as requested by Denel to clarify any matters contained in the Tender.

## 36. DENEL's RIGHTS

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

- 36.1.1 Cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract and/or SLA;
- 36.1.2 Alter the structure and/or the timing of this RFT or the Tendering Process;
- 36.1.3 Amend any tender condition, tender validity period, RFT specifications or extend the tender closing date, all before the tender closing date;
- 36.1.4 Terminate the participation of any Tenderer or any other person in the Tendering Process;
- 36.1.5 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;
- 36.1.6 Provide additional information or clarification;
- 36.1.7 Negotiate with any one or more Tenderer's;
- 36.1.8 Call for new Tenders;
- 36.1.9 Reject any Tender that does not comply with the requirements of this RFT.
- 36.1.10 Disregard the lowest priced tender or any tender in part or in whole
- 36.1.11 Categorise the tenders into different areas of expertise  
Conduct site visits at the Tenderers Offices or at Client's Site or office if so required Consider the guidelines and prescribed hourly remuneration rates for consultants as provided for in the National Treasury Instruction 01 of 2013\2014: Cost Containment Measures, where relevant. Governing laws
- 36.2 This RFT and the tendering process are governed by the laws of the republic of South Africa.
- 36.3 All tenders must be completed using the English language and
- 36.4 All costing must be in Rands.

## 37. PART D: STATEMENT OF WORK

Refer Attached Solar Technician PPE specification list.

Description	Clothing Sizes						Safety Shoe Sizes(pair)						Total	
	X-Small (28)	Small (30)	Medium (32-34)	Large (36)	X- Large (38)	XX-Large (40)	3	4	5	6	7	8	9	
Golf Shirt	2	46	76	18	6	2								150
Overall top	2	40	74	24	8	2								150
Overall Pants	2	62	58	16	8	4								150
Safety shoes Size							3	9	23	13	12	11	3	1
Safety Glasses														150
Hair nets														150
Total per size	6	148	208	58	22	8	3	9	23	13	12	11	3	1

Description	Clothing Sizes						Safety Shoe Sizes(pair)						Total	
	X-Small (28)	Small (30)	Medium (32-34)	Large (36)	X- Large (38)	XX-Large (40)	3	4	5	6	7	8	9	11
Golf Shirt	#AJDW	#AJEG	#AJEJ	#AJEK	#AJEL	#AJEM								
Overall top	#AJHU	#AJHW	#AJHX	#AJHZ	#AJIB	#AJIC								
Overall Pants	#AIFD	#AIFX	#AIHA	#AIHM	#AIHR	#AIHT								
Safety shoes Size							#AJKD	#AJKE	#AJKF	#AJKG	#AJKH	#AJKI	#AJKI	#AJKK
Safety Glasses	#AJJR													
Earplugs	#AJKB													
Hair nets	#AJKC													100 IN A BOX

GOLF T-SHIRT EMBROIDERED WITH DENEL NAME AND LOGO (SIZES), QUALITY MUST BE SABS APPROVED - SOLAR TECHNICIAN PROGRAMME

OVERALL PANTS (SIZES), QUALITY MUST BE SABS APPROVED - SOLAR TECHNICIAN PROGRAMME

SAFETY GOGGLES, QUALITY MUST BE SABS APPROVED - SOLAR TECHNICIAN PROGRAMME

EARPLUGS, QUALITY MUST BE SABS APPROVED - SOLAR TECHNICIAN PROGRAMME

HAIRNETS, QUALITY MUST BE SABS APPROVED - SOLAR TECHNICIAN PROGRAMME

SAFETY SHOES (SIZES), QUALITY MUST BE SABS APPROVED - SOLAR TECHNICIAN PROGRAMME

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**DENEL AERONAUTICS IS SEEKING THE SERVICES OF AN ACCREDITED AUCTIONEER ANEXURE A: PRICE PROPOSAL**

Tenderers must complete the table for the Schedule of Rates on paragraph 38, Part D (Including Company Stamp) and submit as a pricing proposal.

Failure to submit this document will result in the Tenderer's submission being disqualified.

**38. CURRENCY**

All Local Tenders must be quoted in South African Rand on a fixed price basis, with all applicable taxes included shown separately-

All foreign Tenderers prices will be in USD.

**39. PRICES SUBJECT TO CONFIRMATION**

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

**1. 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.

**2. DISCLAIMERS**

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

- A.2.1 Award only a portion of the proposed product(s)/service(s) which are reflected in the scope of this RFT;
- A.2.2 Split the award between more than one enterprise/organisation should it at Denel's discretion be more advantageous in terms of, amongst others, cost or developmental considerations; or make no award at all;
- A.2.3 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 to do so;
- A.2.4 Request audited financial statements or other documentation for the purposes of a due diligence exercise;

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- A.2.5 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.2.6 Cancel the contract and/or place the Tenderer on Denel'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.2.7 Award Tender to the highest scoring Tenderer(s) unless objective criteria justifies the award to another Tenderer.

**Note:** Denel 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.

### **3. PAYMENT TERMS**

The service provider shall note and accept Denel's payment terms.

### **4. SCHEDULE OF RATES/PRICE**

As applicable

## EXECUTIVE SUMMARY B: EXECUTIVE SUMMARY

The following annexure are required as per Part B, checklist: -

### **Annexure A – Schedule of Rates/Price Proposal.**

Price list and schedule of deliverable's as per statement of Work

### **Annexure B – General Conditions of Contract (GCC)**

**Annexure C:** SBD1– Tax Clearance Certificate Requirement (*N/A to Local Bidders*)

**Annexure D:** SBD2 – Tax Clearance Certificate Requirement (*N/A to Foreign Bidders*)

**Annexure E:** SBD4 - Declaration of Interest

**Annexure E:** SBD6.2 Declaration Certificate for Local Production and Content

**Annexure G:** B-BBEE status level certificate (*N/A to Foreign Bidders*)

**Annexure H:** Certified copies of your CIPC company registration documents listing all members with percentages, in case of a close corporation (*N/A to Foreign Bidders*)

### **Annexure J: 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 H: 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**

Supporting documents in response to Mandatory Criteria/Requirements.

### **Annexure L- CSD Registration**

CSD Registration Summary Report

### **Annexure M- References and Transactions**

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

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## Annexure N-Transformation Plan / Status

Tenderers that do not meet Denel's transformation requirements must submit a Transformation Plan outlining steps to address shortcomings in their current status.

The transformation plan must be submitted as part of the original bid submission. Failure to do so will lead to the disqualification of the bid.

