



CONFIDENTIAL

SBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR FOLLOWING GOODS AND SERVICES REQUIREMENT FOR
DENEL VEHICLE SYSTEMS

RFP NUMBER:	DVS006 - 2019/20
CLOSING DATE:	14 OCTOBER 2019
CLOSING TIME:	11:00 AM
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO SIGN A WRITTEN CONTRACT WITH DVS	
COMPULSORY BRIEFING SESSION: Bidders are required to attend the briefing session as per the below date	
<u>Date: 20 September 2019 at 11:00</u>	
DENEL VEHICLE SYSTEMS AT WATERBOK BOARDROOM, 12 BARNSELY ROAD, BENONI INDUSTRIAL SITES, BENONI	
BID VALIDITY PERIOD:	120 days (commencing from the RFP Closing Date)
DESCRIPTION OF BID:	APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF COMPANY SECRETARIAT SERVICES FOR A PERIOD OF 2 (TWO) YEARS
BID DOCUMENTS DELIVERY ADDRESS	12 BARNSELY ROAD, BENONI INDUSTRIAL SITES, BENONI, JOHANNESBURG OR PRIVATE BAG X049 BENONI,1500, SOUTH AFRICA
ENQUIRIES	DVS.Tenders@lssa.co.za
For Attention:	THE SCM MANAGER
NB: Bidders must ensure that they sign the register at the reception when submitting the bids.	



CONFIDENTIAL

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF DVS

BID NUMBER: DVS006-2019/20

CLOSING DATE: 14 OCTOBER 2019

TIME: 11:00 AM

DESCRIPTION: REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF A SERVICE PROVIDER:
THE PROVISION OF COMPANY SECRETARIAT SERVICES FOR A PERIOD OF 2 (TWO) YEARS

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

BID DOCUMENTS MAY BE DEPOSITED IN A SEALED ENVELOPE, CLEARLY INDICATING THE BID NUMBER AND SUBJECT TO,

ATT: SCM MANAGER
12 BARNSELY ROAD, BENONI INDUSTRIAL SITES, BENONI

It should be noted that the tender box is situated at the Security Gate of the main building, 08H00 - 16H00 on Mon -Thurs & 08H00 – 12H00 on Friday.

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

COMPLETED SEALED BID DOCUMENTS, CLEARLY MARKED WITH THE SPECIFIC BID NUMBER MUST BE SUBMITTED AT THE ABOVE-MENTIONED ADDRESS, NO LATER THAN THE CLOSING DATE AS STIPULATED ABOVE. **(1) ORIGINAL AND ONE (1) COPY OF THE BID DOCUMENT MUST BE SUBMITTED.**

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

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 5 OF 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Supply Chain Management
Contact Person: Nokuthula Blose
E-mail address: DVS.Tenders@lssa.co.za

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

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER

CELLPHONE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? Y/N

Tax Compliance System pin _____ and Central Supplier Database no: MAAA_____

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) Y/N
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

[TICK APPLICABLE BOX]

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) ☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS) ☐
A REGISTERED AUDITOR ☐

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

INSTRUCTIONS TO BIDDER

1 Confidential information disclosure notice

- 1.1 This document may contain confidential information that is the property of Denel Vehicle Systems (DVS).
- 1.2 No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party in any manner whatsoever other than for preparing a proposal in response to this Bid, without prior written permission from DVS.
- 1.3 All copyright and Intellectual Property herein vests with DVS.

2 Introduction

2.1 Purpose

- 2.1.1 The purpose of this Request for Bid (RFP) is an invitation to potential suppliers (hereinafter referred to as "Bidders") to submit Bids for the items/products/solutions as detailed under Annex A: Technical/solution specification.

2.2 Objectives

- 2.2.1 The following objectives must be achieved with the implementation of the above required solution:
 - 2.2.1.1 Based on the Bids submitted and the outcome of the evaluation process according to the set evaluation criteria, DVS intends to select a preferred bidder/s with the view of concluding a service level agreement (SLA) where applicable with such successful bidder. The Bid shall be evaluated in terms of the PPPFA (80/20).

2.3 Queries

- 2.3.1 Should it be necessary for a bidder to obtain clarity on any matter arising from or referred to in this RFP document, please refer queries, in writing, to the contact person(s) listed below. Under no circumstances may any other employee within DVS be approached for any information. Any such action may result to disqualification of a response submitted in response to the RFP. DVS reserves the right to place responses to such queries on the website.

Name	Type of Query	Email address
SCM Manager	Bid Queries	DVS.Tenders@lssa.co.za

Enquiries should reference specific paragraph numbers, where appropriate.

All questions/ enquiries must be forwarded in writing not later than **07 October 2019 at 11h00**. Questions/enquiries received after 11h00 on **07 October 2019** will not be considered.

Bidders are not allowed to contact any other DVS staff in the context of this tender other than the indicated official under 2.3.1.

2.4 Bid Documents

- Bids must be **hand delivered or (if couriered) reach to DVS** by no later than **14 OCTOBER 2019 at 11h00**. Bid documents must contain **one original document, initialled on each page, and signed where required**. (Two separate envelopes: one for financials (Pricing) and the other for Technical document).
- 2.4.1 Proof of Registration on the National Treasury Central Supplier Database (CSD) – Full CSD Report to be attached. Accessible at <https://secure.csd.gov.za/> (Local Suppliers ONLY)
- 2.4.2 Valid Tax Clearance certificate and SARS Tax Pin.
- 2.4.3 Foreign supplier: submit confirmation that your company has no tax obligation in RSA (SARS Application Form accessible at <http://www.sars.gov.za>).

3 General rules and instructions

3.1 Confidentiality

- 3.1.1 The information contained in this document is of a confidential nature, and must only be used for purposes of responding to this RFP. This confidentiality clause extends to Bidder partners and/or implementation agents, whom the Bidder may decide to involve in preparing a response to this RFP.
- 3.1.2 For purposes of this process, the term "Confidential Information" shall include all technical and business information, including, without limiting the generality of the foregoing, all secret knowledge and information (including any and all financial, commercial, market, technical, functional and scientific information, and information relating to a party's strategic objectives and planning and its past, present and future research and development), technical, functional and scientific requirements and specifications, data concerning business relationships, demonstrations, processes, machinery, know-how, architectural information, information contained in a party's software and associated material and documentation, plans, designs and drawings and all material of whatever description, whether subject to or protected by copyright, patent or trademark, registered or un-registered, or otherwise disclosed or communicated before or after the date of this process.
- 3.1.3 The receiving party shall not, during the period of validity of this process, or at any time thereafter, use or disclose, directly or indirectly, the confidential information of DVS (even if received before the date of this process) to any person whether in the employment of the receiving party or not, who does not take part in the performance of this process.
- 3.1.4 The receiving party shall take all such steps as may be reasonably necessary to prevent DVS's confidential information coming into the possession of unauthorised third parties. In protecting the receiving party's confidential information, DVS shall use the same degree of care, which does not amount to less than a reasonable degree of care, to prevent the unauthorised use or disclosure of the confidential information as the receiving party uses to protect its own confidential information.
- 3.1.5 Any documentation, software or records relating to confidential information of DVS, which comes into the possession of the receiving party during the period of validity of this process or at any time thereafter or which has so come into its possession before the period of validity of this process:
 - 3.1.5.1 Shall be deemed to form part of the confidential information of DVS;
 - 3.1.5.2 Shall be deemed to be the property of DVS;
 - 3.1.5.3 shall not be copied, reproduced, published or circulated by the receiving party unless and to the extent that such copying is necessary for the performance of this process and all other processes as contemplated in; and
- 3.1.5.4 Shall be surrendered to DVS on demand, and in any event on the termination of the investigations and negotiations, and the receiving party shall not retain any extracts.

3.2 News and press releases

- 3.2.1 Bidders or their agents shall not make any news releases concerning this RFP or the awarding of the same or any resulting agreement(s) without the consent of, and then only in co-ordination with DVS.

3.3 Precedence of documents

- 3.3.1 This RFP consists of a number of sections (see list). Where there is a contradiction in terms between the clauses, phrases, words, stipulations or terms and herein referred to generally as stipulations in this RFP and the stipulations in any other document attached hereto, or the RFP submitted hereto, the relevant stipulations in this RFP shall take precedence.
- 3.3.2 Where this RFP is silent on any matter, the relevant stipulations addressing such matter and which appears in the PPPFA shall take precedence. Bidders shall refrain from incorporating any additional stipulations in its proposal submitted in terms hereof other than in the form of a clearly marked recommendation that DVS may in its sole discretion elect to import or to ignore. Any such inclusion shall not be used for any purpose of interpretation unless it has been so imported or acknowledged by DVS.
- 3.3.3 It is acknowledged that all stipulations in the PPPFA are not equally applicable to all matters addressed in this RFP. It however remains the exclusive domain and election of DVS as to which of these stipulations are applicable and to what extent. Bidders are hereby acknowledging that the decision of the DVS in this regard is final and binding. The onus to enquire and obtain clarity in this regard rests with the vendor(s). The vendor(s) shall take care to restrict its enquiries in this regard to the most reasonable interpretations required to ensure the necessary consensus.

3.4 Preferential Procurement Reform

- 3.4.1 DVS supports Black Economic Empowerment as an essential ingredient of its business. In accordance with government policy, DVS insists that the private sector demonstrates its commitment and track

record to Black Economic Empowerment in the areas of ownership (shareholding), skills transfer, employment equity and procurement practices (SMME Development) etc.

- 3.4.2 DVS shall apply the principles of the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) with its Preferential Procurement Regulation 2011 to this proposal.
- 3.4.3 Bidders shall complete the preference certificate attached to this proposal. In the case of a consortium and subcontractors, the preference certificate must be completed for each legal entity (Annex C).

3.5 Security clearances

- 3.5.1 Employees and subcontractors of the Bidders **may** be required to be in possession of valid security clearances to the level determined by NIA or/or DVS commensurate with the nature of the project activities they are involved in. The cost of obtaining suitable clearances is for the account of the bidders. The Bidders shall supply and maintain a list of personnel involved on the project indicating their clearance status.

3.6 Occupational Injuries and Diseases Act 13 of 1993

- 3.6.1 The Bidder warrants that all its employees (including the employees of any sub-contractor that may be appointed) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 13 of 1993 ("COIDA") and that the cover shall remain in force for the duration of the adjudication of this bid and/ or subsequent agreement. DVS reserves the right to request the Bidder to submit documentary proof of the Bidder's registration and "good standing" with the Compensation Fund, or similar proof acceptable to DVS.

3.7 Instructions for submitting a proposal

- 3.7.1 One (1) original, One (1) hard copy of the Bid shall be submitted on the date of closure of the Bid.
- 3.7.1.1 The original copy must be signed in black ink by an authorised employee, agent or representative of the bidder and each and every page of the proposal shall contain the initials of same signatories.
- 3.7.2 Bidders shall submit proposal responses in accordance with the prescribed manner of submissions as specified above.
- 3.7.3 Bid must be submitted in a prescribed response format herewith reflected as **Response Format**, and be sealed in an envelope. The envelope must be marked clearly (on the outside) with the Bid Number and be addressed to **The SCM Manager**.
- 3.7.4 Bid must be submitted on or before **14 OCTOBER 2019 not later than 11h00**. The bids must be dropped in the tender box at the **DVS Offices; 12 Barnsley Street, Benoni Industrial Site, Benoni**; DVS receives a lot of correspondence on a daily basis. Bidders are therefore urged to ensure that they clearly mark their bids with the Bid Number; register their bids and sign the register that will be provided at the reception. Failure to sign the register will lead to the bid being disqualified. Failure to submitted sealed bids could result to disqualification of bids. The onus is on the bidder to ensure that their bids get registered in the bids received register. Bidders must advise their courier companies of this instruction.
- 3.7.5 All Bids in this regard shall only be accepted if they have been registered on the bids received register before or on the closing date and stipulated time.
- 3.7.6 Bids received after the time stipulated shall not be considered.
- 3.7.7 Bid responses sent by courier must reach this office at least **36 hours** before the closing date to be registered on the bids received register. Failure to comply with this requirement shall result in your proposal being treated as a "late proposal" and shall not be entertained. Such proposal shall be returned to the respective Bidders.
- 3.7.8 **No proposal shall be accepted by DVS if submitted in any manner other than as prescribed above.**

4 Reasons for disqualification

- 4.1 DVS reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder shall be notified in writing of such disqualification:
 - 4.1.2 Bidders who do not submit a valid and original Tax Clearance Certificate on the closing date and time of the bid
 - 4.1.3 Bidders who submitted incomplete information and documentation according to the requirements of this RFP;
 - 4.1.4 Bidders who submitted information that is fraudulent, factually untrue or inaccurate, for example memberships that do not exist, BEE credentials, experience, etc.
 - 4.1.5 Bidders who received information not available to other bidders through fraudulent means;
 - 4.1.6 Bidders who do not comply with *mandatory requirements* as stipulated in this RFP.
 - 4.1.7 Bidders who made false declarations on the Standard Bidding Documents, or misrepresent facts; and/or
 - 4.1.8 Bidders who are listed on the National Treasury's database of restricted suppliers

5 Closing of Bid

- 5.1 There shall be **no public opening** of the Bid received. There shall be no discussions with any enterprise until evaluation of the proposal has been complete. Any subsequent discussions shall be at the discretion of DVS. Unless specifically provided for in the proposal document, bids submitted by means of telegram, telex, facsimile or similar means shall not be considered.
- 5.2 No Bids from any bidder with offices within the RSA shall be accepted if sent via the Internet or e-mail. However Bids from international bidders with no office or representation in the RSA shall be accepted if received via the Internet or e-mail before the closing date and time.
- 5.2.1 Such Bids shall not be made available for evaluation until the original signed documentation is received within three (3) working days after the closing date, otherwise the proposal shall be disqualified. International bidders must submit proof that they do not have any offices or representation in South Africa.

6 Bid preparation

- 6.1 All additions to the proposal documents i.e. annexes, supporting documentation pamphlets, photographs, technical specifications and other support documentation covering the solution offered etc. shall be neatly bound as part of the schedule concerned.
- 6.2 All responses regarding questions posed in the annexes attached herewith shall be answered in accordance with the prescribed **RFP Response Format**.

7 Oral presentations and briefing sessions

- 7.1 Bidders who submit Bids in response to this RFP may be required to give an oral presentation, which may include, but is not limited to, an equipment/service demonstration of their proposal to DVS. This provides an opportunity for the vendor to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. DVS shall schedule the time and location of these presentations. Oral presentations are an option of DVS and may or may not be conducted.

8 Evaluation Criteria for BEE

- 8.1 Points awarded for B-BBEE Status Level of Contribution
- 8.2 The value of this bid is estimated to exceed R 500 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.
- 8.3 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

- 8.4 Preference points for this bid shall be awarded for:
 (a) Price; and (b) B-BBEE Status Level of Contribution.

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

- 8.5 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by a Verification Agency accredited by SANAS.
- 8.6 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Verification Agency accredited by SANAS.
- 8.7 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 8.8 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 8.9 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 8.10 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 8.11 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

9 Evaluation criteria and methodology

9.1 Functional evaluation criteria

"Functionality" means the measurement according to predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service or commodity.

The need to invite and evaluate bids on the basis of functionality depends on the nature of the required commodity or service.

When inviting bids, DVS indicates: -

- (i) Whether the bids will be evaluated on functionality;
- (ii) The evaluation criteria for measuring functionality;
- (iii) The weight of each criterion; and
- (iv) The applicable values as well as the minimum threshold for functionality

REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF COMPANY SECRETARIAT SERVICES FOR A PERIOD OF 2 (TWO) YEARS

1. PURPOSE

Appointment of a service provider for the provision of company secretariat services for a period of 2 years.

2. BACKGROUND

The two divisions of Denel SOC Ltd namely: Denel Vehicle Systems and Denel Aerostructures invite suitable service providers for the provision of company secretariat services for a period of 2 years.

These services will be rendered independently at the abovementioned sites as desired by their independent boards and sub-committees.

Brief Overview of the divisions:

- Denel SOC Ltd acquired BAE in 2015 and thus became a Schedule 2 public entity. The acquired BAE was then renamed Denel Vehicle Systems (PTY) Ltd which has 3 main business units namely: Denel OMC, Denel Gear Ratio and Denel Mechatronics. OMC is primarily a manufacturer of armored vehicles but it also provides maintenance, upgrades and retrofits of military vehicles. Gear Ratio manufactures components for transmissions and driveline components. Mechatronics designs and manufactures weapons systems, surveillance equipment, sighting and fire control systems
- Denel Aerostructures specializes in advanced manufacturing of complex aerostructures and thus recognized as leader in the aerospace industry. Denel Aerostructures provide a full range of engineering capabilities - design, development, test and certification.

3. SCOPE OF SERVICES

3.1 Company Secretary Services

- 3.1.1 The scope of work is to provide a full spectrum of company secretarial services for a period agreed and the successful bidder with due compliance to relevant legislation. The Service Provider is required to provide a service to both DVS and DAe for a period of two (2) years.
- 3.1.2 The Service Provider will be based between the DVS and DAe offices and offer a full time service to both the companies.
- 3.1.3 As service provider for these services, its main role, duties and responsibilities to be that as defined in the Companies Act of 2008 and King IV. In terms of the Companies Act, the main elements of the role as far as DVS and DAe are concerned can be summarised as follows:

Companies Act of 2008 – Section 88

- (a) A company's secretary is accountable to the company's board.
- (b) A company secretary's duties include, but are not restricted to—

- i. Providing the members of the governing body collectively and individually with guidance as to their duties, responsibilities and powers; and
- ii. Making the members of the governing body aware of any law relevant to or affecting the company;
- iii. Reporting to the board and its members any failure on the part of the entity to comply with the material provisions of the enabling legislation applicable to the entity; and
- iv. Ensuring that minutes of all meetings of the governing body and the meetings of any committees of the governing body are properly recorded.

4. RESPONSIBILITIES SCOPE OF WORK

4.1 Meeting Management

- 4.1.1. Drafting minutes of meetings
- 4.1.2. Assistance and guidance to the board of directors to ensure compliance with relevant statutory and governance requirements

4.2 Related Statutory Services

- 4.2.1. Maintain statutory records of the companies (this includes amendments to company information).
- 4.2.2. Submit all required documents to CIPC, including the annual returns and financial statements.
- 4.2.3. Maintain registers required in terms of the Companies Act.
- 4.2.4. Preparation of round robin resolutions and lodgement with CIPC if applicable.
- 4.2.5. Maintain electronic updated version of all statutory documents on a database.
- 4.2.6. Maintain directors' declaration.

5. SUMMARY OF THE ROLE OF COMPANY SECRETARY

It is important to also comment on the role of the company secretary as addressed in both King III and King IV.

King IV

The King IV Report (2016) is less prescriptive than King III and therefore does not go into the detail of the various functions to be fulfilled by the company secretary. It summarises the role of the company secretary, referred to as the "governance professional" as follows:

"The governing body should ensure that it has access to professional and independent guidance on corporate governance and its legal duties, and also that it has support to coordinate the functioning of the governing body and its committees."

King IV confirms the position taken by King III as to the need for professional and independent services provided by the company secretary and urges the board to ensure that the individual responsible for delivering the services has the necessary competence, gravitas and objectivity.

Although no longer applicable, for purposes of this document, reference is also made below to the recommendations of the King III report to provide an understanding of what is normally expected from the company secretary.

King III – Principle 2.21

- (a) The company secretary has a pivotal role to play in the corporate governance of a company and it is advisable that companies delegate or outsource this responsibility to an appropriate person, or organisation if a company secretary is not employed.
- (b) The appointment and removal of a company secretary is a matter for the board.
- (c) The board should be aware of the company secretary's duties and should empower the company secretary to properly fulfil those duties. As gatekeeper of good governance, it is important for the company secretary to maintain an arms-length relationship with the board and its directors, as far as reasonably possible.
- (d) The company secretary should assist the nomination committee and ensure that the procedure for the appointment of directors is properly carried out.
- (e) The company secretary should assist in the proper induction, orientation, on- going training and education of directors, including assessing the specific training needs of directors and executive management in their fiduciary and other governance responsibilities
- (f) The individual directors and the board collectively, should look to the company secretary for guidance on their responsibilities and duties and how such responsibilities and duties should be properly discharged in the best interest of the company.
- (g) The company secretary should provide a central source of guidance and advice to the board, and within the company, on matters of good governance and of changes in legislation.
- (h) The company secretary should have a direct channel of communication to the chairman and should be available to provide comprehensive practical support and guidance to directors, with particular emphasis on supporting the non- executive directors, the chairman of the board and the chairmen of the board committees.
- (i) The company secretary should ensure that the board and board committee charters and terms of reference are kept up to date.
- (j) The company secretary should be responsible for ensuring the proper compilation and timely circulation of board papers and for assisting the chairman of the board and committees with drafting of yearly work plans.
- (k) The company secretary should have the duty to obtain appropriate responses and feedback to specific agenda items and matters arising from earlier meetings in board and board committee deliberations. The company secretary's role should also be to raise matters that may warrant the attention of the board.
- (l) The company secretary should ensure that the proceedings of board and committee meetings are properly recorded and that minutes of meetings are circulated to the directors in a timely manner, after the approval of the chairman of the board or relevant board committee.
- (m) The company secretary should assist the board with the yearly evaluation of the board, its individual directors and senior management.

6. Committees

DVS Board Committees	Estimated Annual Number of Meetings	Possible special engagement/meetings per annum
DVS Board	4	2
DVS Audit and Risk Committee	4	2

DAe Board Committees	Estimated Annual Number of Meetings	Possible special engagement/meetings per annum
DAe Board	4	2
DAe Audit and Risk Committee	4	2

7. PRICING SCHEDULE

Description	Quantity total per month	Total for two (2) years
Cost per month for the services in accordance to the service level standards and committee frequency session	1	

8. MANDATORY REQUIREMENTS

Failure to submit the below documents will result in disqualification of the Bid.

	DESCRIPTION	COMPLY	DO NOT COMPLY
1.	Key personnel accredited with the Institute of Chartered Secretaries and Administrators (ICSA)		

9. DVS & DAe SERVICE LEVEL STANDARDS

N O.	DUTY	DENEL PROCEDURE	SERVICE PROVIDER (Agree/not Agree)	SUGGESTION / COMMENT
1.	To provide the DVS and DAe boards and its members with guidance as to their duties, responsibilities and powers	Guidance shall be provided in formal meetings of the board and its committees as and when appropriate and outside of meetings on specific request from members.		
2.	To apprise the board in terms of any laws relevant to or affecting State Owned Companies that DVS and DAe must comply with	Board to issue specific instructions to the bidder should compliance services required.		
3.	To report to the DVS and DAe boards on any failure on the part of DVS and DAe or board member(s) to comply with the policies, procedures and laws governing DVS and DAe , including National Treasury Instruction and Practice notes	On-going compliance shall be monitored by the bidder based on information made available by the client.		
4.	Administer on-going training and education of board members, including the assessment of the specific training needs of board members and executive management in their fiduciary and other governance responsibilities	The (DVS/DAe) board shall provide key training needs to be addressed. The service provider (bidder) shall provide the relevant training material for the program.		
5.	The individual board members and the board collectively should look to the (Company Secretary) for guidance on their responsibilities and duties and how such responsibilities and duties should be properly discharged in the best interest of DVS and DAe.	Guidance is provided in formal meetings of the board and its committees as and when appropriate and outside of meetings on specific request from members of the board.		



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6.	Provide a central source of guidance and advice to the board and within DVS and DAe on matters relating to good governance and amendments to legislation	Guidance shall be provided in formal meetings of the board and its committees as and when appropriate and outside of meetings on specific request from members.		
7.	Have a direct channel of communication to the Chair of the boards and should be available to provide comprehensive practical support and guidance to board members and other committee members	Guidance shall be provided in formal meetings of the board and its committees as and when appropriate and outside of meetings on specific request from members.		
8.	Ensure that the boards and board committees charters and terms of reference are kept up to date	The bidder shall be provided with all charters and terms of references in order for the bidder to evaluate and update accordingly.		
9.	Be responsible for ensuring the proper compilation and timely circulation of board documents and for assisting the Chairs of the boards and committees of drafting of yearly work plans	Management of DVS and DAe will be required to provide the necessary submissions for the meeting packs to the bidder 10 days prior to the meeting dates in order for circulation of the packs to be done by the bidder 7 days prior to the meeting dates.		

10.	Have the duty to obtain appropriate responses and feedback to specific agenda items and matters arising from earlier meetings in board and board committee deliberations	The bidder shall communicate reminders (action plan) to DVS and DAe management 4 weeks prior to meeting dates to obtain responses on matters arising		
11.	Ensure that the proceedings of the board and committee meetings are properly recorded and that minutes of the meetings are circulated to board members in a timely manner after the approval of the Chairperson of the board or relevant board committee	The bidder shall be responsible for the preparation of draft minutes within 10 business days after the meeting. Minutes are thereafter circulated for review, confirmation and signature as per an agreed procedure.		

12.	Assist the board with the yearly evaluation of the board and individual board members for submission to the executive authority	The bidder is to participate in the process of selecting an independent assessment service providers and assist the board in reviewing the submissions		
13.	Raise matters that warrant the attention of the board.	Regular communication would be required of DVS and DAe in order for the bidder to be aware of same.		
14.	Assist the board with drafting terms of reference for additional technical expertise where such are not available on the board.	The bidder shall review and ensure current board charter and committee terms of reference are still aligned and relevant.		

Administrative responsibilities				
NO.	DUTY	DENEL PROCEDURE	SERVICE PROVIDER (Agree/not Agree)	SUGGESTION / COMMENT
15.	Arranging and calling for meetings	The bidder shall attend to with the greatest of care, professionalism and confidentiality as and when requested by the client. Bidder must provide an annual meeting schedule at the beginning of each year.		

16.	Finalising the agenda with the Chairs of the board and its committees	Draft agenda prepared 4 weeks prior to the relevant meeting.		
17.	Compilation of meeting packs	The bidder shall attend to with the greatest of care, professionalism and confidentiality based on information and submissions as provided by client.		
18.	Distribution and delivery of meeting packs to the members	Management of DVS & DAe will provide necessary submissions for the meeting packs to the bidder 10 days prior to the meeting dates in order for circulation of the packs to be done by the bidder 7 days prior to the meeting dates.		

19.	Maintaining attendance registers for all board and committee meetings	The bidder shall prepare and circulate at start of every meeting for signing.		
20.	Compile and maintain a register of matters arising for the board and its sub-committees	Initial action list is prepared within 48 hours after the meeting and circulated to management. Again circulated 4 weeks prior to the next meeting for completion.		
21.	Maintain a register of minutes of all board and committee meetings	The Bidder shall attend to with the greatest of care, professionalism and confidentiality.		
22.	Prepare the work plan for the board and its committees	Annual work plan is reviewed and submitted at first meeting of the new financial year for approval.		
23.	Drafting appointment letters of new board members	Client to provide relevant information to the Bidder for purposes of preparing appointment letters.		

24.	Drafting and sending official board communications to the Executive Authority and other stakeholders as and when required to by the board	The Bidder shall attend to with the greatest of care, professionalism and confidentiality as and when required by the client.		
25.	Preparing board summaries, where applicable for Executive authority meetings for circulation to the board members	The bidder shall attend to with the greatest of care, professionalism and confidentiality as and when requested by the client.		
26.	Facilitating board approvals via Round Robin. Circulate resolutions of the board.	The Bidder shall prepare and circulate round robin resolutions as and when requested by the client. Issue out resolution document within 48 hours after the meeting.		
27.	Maintaining a register of official board requests to the management team	The Bidder shall prepare a register on specific request from the board.		
28.	Regular communication of legislation updates to board as applicable	List of relevant legislation to be agreed between the Bidder and the client.		

Deliverables				
NO.	DUTY	DENEL PROCEDURE	SERVICE PROVIDER (Agree/not Agree)	SUGGESTION / COMMENT
29.	Professional, timely written advice services to the board	As and when instructed by the client.		
30.	Expert advice on governance and applicable laws and regulations	As and when instructed by the client.		
31.	Timely delivery / distribution / dissemination of information to board	Dependent on timing of receipt of information from the client.		
32.	Professional communication to stakeholders in an approved format	As and when requested by the client.		
33.	Annual board reviews	The Bidder shall be involved in the selection of third party/independent assessor.		

10. EVALUATION CRITERIA

The tender will be evaluated in accordance with the PPPFA 80/20 principle against the following Criteria.

No	Element	WEIGHTING
1.	Bidder must have Public sector or JSE listed company experience.	30
2.	Bidder must have proven track record in rendering company secretarial services as evidence in a form of reference letters with contactable details.	20
3.	Capacity to execute the task: Registration of Key staff members with a recognized professional body, the Institute of Chartered Secretaries and Administrators (ICSA), and professional CVs	30
4.	Governance Training experience on applicable legislation	20
FUNCTIONALITY		100

Functionality Evaluation Criteria:

NB: Service providers are expected to meet **70% threshold** on the above technical requirements in order to proceed to the next level of evaluation.

Note: Functionality scoring will be on the sliding scale as per the below table:

SCORE	DESCRIPTION
1	Poor
2	Average
3	Good
4	Very Good
5	Excellent

FUNCTIONALITY

No.	Functionality Criteria	Weighting	Points	Criteria	Score
1	Bidder must have Public sector or JSE listed company experience. <u>NB:</u> Key team must have proper understanding of and experience in the Public Sector.	30	5	3 years and more experience in company secretariat service of a public entity	5
				2 -3 years experience in company secretariat service of a public entity	4
				1 – 2 years experience in company secretariat service of public entity	3
				6 months - 1 year experience in company secretariat service of public entity	2
				0 – 6 months experience in company secretariat service of public entity	1
2	Track record in company secretarial services as evidenced by reference letters and a reference list. <u>Highlight:</u> reference letters must be in client letterhead and stipulate contract value, duration of the contract, service rendered, contact person and contact number. If the above is not adhered to, the reference letter will not be valid. <u>NB:</u> Only contracts of 1 year and above will be considered	20	5	3 reference letters attached	5
				2 reference letters attached	3
				1 reference letter attached	1
3	Capacity to execute the task Registration of Key staff members with a recognized professional body, the Institute of	30	5	7 or more years experience – 2x senior management, 5 or more years experience – 2x middle management, 2 years or more experience – 1x administrators	5
				6-7 years experience – 2x senior management, 4 -5 years experience	4

	Chartered Secretaries and Administrators (ICSA) NB: Attach professional CVs and relevant Certificates <u>NB:</u> Suggested Team 2x Senior Manager/Partner 2x Middle management 1x Administrative			– 2x middle management, 2 years or more experience – 1x administrators	
				5-6 years experience – 2x senior management, 3 – 4 years experience – 2x middle management, 2 years or more experience – 1x	3
				4 – 6 years experience – 2x senior management, 2 – 3 years experience – 2x middle management, 2 years or more experience – 1x	2
				3 – 4 years experience – 2x senior management, 2 -3 years experience – 2x middle management, 2 years or more experience – 1x	1
4.	Ability to provide Governance Training on applicable legislation e.g. - King IV - King III - Company Act - PFMA - Any other related Governance training NB: Training needs will be identified by the board and communicated to the service provider	20		5 years relevant executive training	5
				4 years relevant executive training	4
				3 years relevant executive training	3
				2 years relevant executive training	2
				1 years relevant executive training	1
TOTAL		100	20		

IMPORTANT: Please note that the following must be submitted and completed as part of the Functionality of the tender:

- ✓ **Company profile**
- ✓ **Organogram of company and the allocated team/s**
- ✓ **Contingency Plan**
- ✓ **A formal Proposal document**

1. Submission of Bids

Bidders are required to submit **One (01)** original bid document and **One (01)** copy.

DVS may request clarification or further information regarding any aspect of the bid. The bidder must supply the requested information within 12 hours or unless otherwise indicated after the request has been made; otherwise the bidder may be disqualified.

2. Evaluation Phases

The received bid proposals will be evaluated in different phases in order to arrive to the final phase of bid award, and the phases will be as follows:

3. Phase One (01): Mandatory / Minimum Requirements

Screening/admin compliance:

*In this phase All bids received will be verified for **compliance** and **completeness** of the submitted proposal per the below set of mandatory requirements. Bidders who fails to comply with the below requirements WILL be eliminated and bidders who comply with the below progresses to the next phase of technical evaluation.*

- Bid forms must be properly received on the bid closing date and time specified on the invitation, fully completed, dated and signed in ink.
- Bid forms must be properly fully completed, dated, signed in ink and initial every page of the bid.
- Submission of the bid document must be binded and without tearing any pages off.
- Invitation to Bid (SBD 1) must be fully completed,
- Submission of a Valid Tax Clearance Certificate (SBD 2) – Bidders whom their Tax matters are not in order and no proper arrangements have been made with SARS to meet their tax obligations will not be considered for this bid. *7 days from the bid closing date is afforded to any bidder who already made necessary arrangements with SARS (attached proof as obtained from SARS Branch) of when the necessary arrangements have been made to meet your Tax obligation and be issued with Tax certificate. Failure to submit a valid and original Tax Clearance within 7 days after the bid closing date, your submitted bid proposal will be considered non-responsive and shall be invalidated or disqualified and not considered for further evaluation.*
- Submission of fully completed Pricing Schedule (Purchases – Goods - SBD 3.1), In case of purchases of goods other than services, bidders should complete and sign SBD 3.1 of the Firm price only. In case of professional services, bidders should complete and Submission of fully completed SBD 4 (Declaration of Interest),
- Submission of fully completed SBD 6.1 (Preference Claim Certificate) accompanied by the original or certified B-BBEE Status Level Verification Certificate as issued by SANAS. Any copies submitted in this case should be certified.
- Submission of fully completed Contract Form (Purchases – Goods/Works - SBD 7.1), In case of purchases of goods other than services, bidders should complete and sign SBD 7.1 of the Firm price only. In case of rendering of services, bidders should complete and Submission of fully completed SBD8 (Declaration of Bidders Past SCM Practice),
- Submission of fully completed SBD9 (Certificate of Independent Bid Determination),
- Business Registration Certificate e.g. CK 1, certificate of incorporation
- Familiarise yourself and Initial every page of the General Condition of Contract

NB: Any bidders who did not sign and submit any of the requested documents may be disqualified.

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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.

1. In 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.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The 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.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. 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.

DECLARATION OF INTEREST

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
presently employed by the state? **YES / NO**

- 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 attached 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:

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

2.7.3 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**

2.7.4 If so, furnish particulars:

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

2.7.5 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.

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



CONFIDENTIAL

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 Tax Reference Number	State Employee Number / Persal Number

4 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

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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, 2011.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to the bid:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included);
- 1.2 Preference points for this bid shall be awarded for:
- (b) Price; and
 - (c) B-BBEE Status Level of Contribution.
- 1.3.1 The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100
1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.	
1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchase	

2. DEFINITIONS

- 2.1 **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **"EME"** means any enterprise with annual total revenue of R5 million or less.
- 2.10 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes a juristic person;
- 2.14 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

- 2.18 "trustee" means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

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

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where:

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

5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6

7	4
8	2
Non-compliant contributor	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprises that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: = (Maximum of 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

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

(ii) The name of the sub-contractor?

(iii) The B-BBEE status level of the sub-contractor?

(iv) Whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm :

9.2 VAT registration number :

9.3 Company registration number :

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

1.
2.

.....

SIGNATURE(S) OF BIDDER(S)

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1.

2.

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

...

2.

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

7. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
8. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (iv) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (v) General Conditions of Contract; and
 - (vi) Other (specify)
9. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
10. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
11. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
12. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

.....

2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

4. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
5. An official order indicating service delivery instructions is forthcoming.
6. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

....

2

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		



CONFIDENTIAL

SBD 8

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE
AND CORRECT.**

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a) disregard the bid of any bidder if that bidder or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) Has been requested to submit a bid in response to this bid invitation;
 - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder

The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) Prices;
- (b) Geographical area where product or service will be rendered (market allocation)
- (c) Methods, factors or formulas used to calculate prices;
- (d) The intention or decision to submit or not to submit, a bid;
- (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) Bidding with the intention not to win the bid.
- (g)

6. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
7. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
8. Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
9. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SBD 3.1

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

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

Name of bidder.....	Bid number: DVS006-2019/20
Closing Time 11:00	Closing date: 14 OCTOBER 2019

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
-	Required by:		
-	At:		
-	Brand and model		
-	Country of origin		
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)		
-	Period required for delivery		
			*Delivery: Firm/not firm
-	Delivery basis		

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

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

ANNEX C: GENERAL CONDITIONS OF CONTRACT

PLEASE INITIAL EACH PAGE OF THE GENERAL CONDITIONS OF CONTRACT

General conditions of bid and conditions of contract

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

NOTE: It is mandatory for bidders to complete or answer this part fully; failure to do so result to their bid to be treated as incomplete and shall be disqualified. Refer to paragraph 4 of this document (reasons for disqualification).

1.

This bid is subject to the General Conditions of Contract stipulated below.	Accept	Do not accept
2.

The laws of the Republic of South Africa shall govern this RFP and the bidders hereby accept that the courts of the Republic of South Africa shall have the jurisdiction.	Accept	Do not accept
3.

DVS shall not be liable for any costs incurred by the bidder in the preparation of response to this RFP. The preparation of response shall be made without obligation to acquire any of the items included in any bidder's proposal or to select any proposal, or to discuss the reasons why such vendor's or any other proposal was accepted or rejected.	Accept	Do not accept
4.

DVS may request written clarification or further information regarding any aspect of this proposal. The bidders must supply the requested information in writing within twenty four (24) hours after the request has been made, otherwise the proposal may be disqualified.	Accept	Do not accept
5.

In the case of Consortium, Joint Venture or subcontractors, bidders are required to provide copies of signed agreements stipulating the work split and Rand value.	Accept	Do not accept
6.

In the case of Consortium, Joint Venture or subcontractors, all bidders are required to provide mandatory documents as stipulated in schedule 1 of the Response format.	Accept	Do not accept
7.

DVS reserves the right to; cancel or reject any proposal and not to award the proposal to the lowest bidder or award parts of the proposal to different bidders, or not to award the proposal at all.	Accept	Do not accept

- 8.
- | | | |
|--|---------------|----------------------|
| Where applicable, bidders who are distributors, resellers and installers of network equipment are required to submit back-to-back agreements and service level agreements with their principals. | Accept | Do not accept |
| | | |
- 9.
- | | | |
|--|---------------|----------------------|
| By submitting a proposal in response to this RFP, the bidders accept the evaluation criteria as it stands. | Accept | Do not accept |
| | | |
- 10.
- | | | |
|--|---------------|----------------------|
| Where applicable, DVS reserves the right to run benchmarks on the requirements equipment during the evaluation and after the evaluation. | Accept | Do not accept |
| | | |
- 11.
- | | | |
|--|---------------|----------------------|
| DVS reserves the right to conduct a pre-award survey during the source selection process to evaluate contractors' capabilities to meet the requirements specified in the RFP and supporting documents. | Accept | Do not accept |
| | | |
- 12.
- | | | |
|--|---------------|----------------------|
| Only the solution commercially available at the proposal closing date shall be considered. No Bids for future solutions shall be accepted. | Accept | Do not accept |
| | | |
- 13.
- | | | |
|--|---------------|----------------------|
| The bidder should not qualify the proposal with own conditions.
Caution: If the bidder does not specifically withdraw its own conditions of proposal when called upon to do so, the proposal response shall be declared invalid. | Accept | Do not accept |
| | | |
- 14.
- | | | |
|---|---------------|----------------------|
| Should the bidder withdraw the proposal before the proposal validity period expires, DVS reserves the right to recover any additional expense incurred by DVS having to accept any less favourable proposal or the additional expenditure incurred by DVS in the preparation of a new RFP and by the subsequent acceptance of any less favourable proposal. | Accept | Do not accept |
| | | |
- 15.
- | | | |
|--|---------------|----------------------|
| Delivery of and acceptance of correspondence between the DVS and the bidder sent by prepaid registered post (by air mail if appropriate) in a correctly addressed envelope to either party's postal address or address for service of legal documents shall be deemed to have been received and accepted after (2) two days from the date of postage to the South African Post Office Ltd. | Accept | Do not accept |
| | | |
- 16.
- | | | |
|---|---------------|----------------------|
| Should the parties at any time before and/or after the award of the proposal and prior to, and-or after conclusion of the | Accept | Do not accept |
| | | |

contract fail to agree on any significant product price or service price adjustments, change in technical specification, change in services, etc. DVS shall be entitled within 14 (fourteen) days of such failure to agree, to recall the letter of award and cancel the proposal by giving the bidder not less than 90 (ninety) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the negotiations.		
Such cancellation shall mean that DVS reserves the right to award the same proposal to next best bidders as it deems fit.		

17.

In the case of a consortium or JV, each of the authorised enterprise's members and/or partners of the different enterprises must co-sign this document.	Accept	Do not accept

18.

Any amendment or change of any nature made to this RFP shall only be of force and effect if it is in writing, signed by DVS signatory and added to this RFP as an addendum.	Accept	Do not accept

19.

Failure or neglect by either party to (at any time) enforce any of the provisions of this proposal shall not, in any manner, be construed to be a waiver of any of that party's right in that regard and in terms of this proposal. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this proposal, or prejudice the right of that party to institute subsequent action.	Accept	Do not accept

20.

Bidders who make use of subcontractors. The proposal shall however be awarded to the Vendor as a primary contractor who shall be responsible for the management of the awarded proposal. A vendor which was awarded the contract after scoring HDI / RDP goals is not allowed to subcontract more than 25% of the contract to a non-HDI entity. No separate contract shall be entered into between DVS and any such subcontractors. Copies of the signed agreements between the relevant parties must be attached to the proposal responses.	Accept	Do not accept

21.

All services supplied in accordance with this proposal must be certified to all legal requirements as per the South African law.	Accept	Do not accept

22.

No interest shall be payable on accounts due to the successful vendor in an event of a dispute arising on any stipulation in the contract.	Accept	Do not accept

23.

Evaluation of Bids shall be performed by an evaluation panel established by DVS. Bids shall be evaluated on the basis of conformance to the required specifications as outlined in the RFP. Points shall be allocated to each bidder, on the basis that the maximum number of points that may be scored for price is 80, and the maximum number of preference points that may be claimed for BBBEE (according to the PPPFA) is 20.	Accept	Do not accept

24.

If the successful bidder disregards contractual specifications, this action may result in the termination of the contract.	Accept	Do not accept

25.

The bidders' response to this Bid, or parts of the response, shall be included as a whole or by reference in the final contract.	Accept	Do not accept

26.

Should the evaluation of this bid not be completed within the validity period of the bid, DVS has discretion to extend the validity period.	Accept	Do not accept

27.

Upon receipt of the request to extend the validity period of the bid, the bidder must respond within the required time frames and in writing on whether or not he agrees to hold his original bid response valid under the same terms and conditions for a further period.	Accept	Do not accept

28.

Should the bidder change any wording or phrase in this document, the bid shall be evaluated as though no change has been effected and the original wording or phrasing shall be used.	Accept	Do not accept

ANNEX D: RESOLUTION OF BOARD OF DIRECTORS / MEMBERS / SOLE PROPRIETOR / PARTNERS OF PARTNERSHIP

This returnable schedule needs to be completed if the tenderer is a joint venture. This form must be completed by each partner of the joint venture. The name of the principal partner must be stated under Point 2.

Resolution of Board of Directors / Members / Sole Proprietor/ Partners of Partnership (i.e. of each legal person to comprise the Joint Venture Partnership)

RESOLUTION of a meeting of the Board of *Directors / Members / Sole Proprietor/ Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ *(place)*

On _____ *(date)*

RESOLVED that:

1. The Enterprise submits a Tender, in Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Joint Venture)

To DVS in respect of the following project:

(Project description as per Tender Document)

Tender Number: _____ *(Tender Number as per Tender Document)*

2. The Principal Partner of the Joint Venture will be

(Legally correct full name and registration number, if applicable, of the Principal Partner of Joint Venture)

3. *Mr/Mrs/Ms:

_____ in
*his/her Capacity as: _____ *(Position in the Enterprise)*

And who will sign as follows: _

be, and is hereby, authorised to sign a joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the joint venture, in respect of the project described under item 1 above.

4. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with DVS in respect of the project described under item 1 above.
5. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with DVS in respect of the project under item 1 above:

Physical address: _____

 _____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Note:

1. * Delete which is not applicable
2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise
3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

ANNEX E: JOINT VENTURE AGREEMENT

- To provide Joint Venture Agreement signed under Commissioner of Oath.
- To provide above documentation for both companies that form the JV.

NB: Joint venture agreement and performing the work

The primary bidder needs to have major responsibilities in this project and both parties need to state their percentage interest in this joint venture. Joint venture is encouraged mainly for developmental purposes.

ANNEX F: COMPANY PROFILE

NB: Bidder (s) are requested to attached their company profile on this annexure

ANNEX G: COMPANY REGISTRATION DOCUMENTS (CIPC/CIPRO)

- Certified copies (**copy with original stamp**) of your CIPC (CIPRO) company registration documents listing all members with percentages, in case of close corporation
- Certified copies (**copy with original stamp**) of all latest share certificates, in case of a company

ANNEX H: BBBEE CERTIFICATES

NB: Bidder (s) is requested to attach their valid and original or certified B-BBEE Preferential point claim certificate to be eligible for points claimed. Certificate must be issued by SANAS Accredited agency.