



REQUEST FOR INFORMATION

YOU ARE HEREBY INVITED TO SUBMIT INFORMATION TO MEET THE REQUIREMENTS OF DENEL SOC LTD	
SECTION 1	
RFI NUMBER:	462/14/03/2017
CLOSING DATE:	15th May 2017 at 12H00 precisely
Closing date for tender enquiries	10 th May 2017 at 10H00 All enquiries must be directed to procurement@Denel.co.za All responses to questions will be published on the eTender portal; bidders are responsible to obtain responses via eTender. Denel will not be responsible for delayed or responses that are not viewed on eTender http://www.etenders.gov.za/
CLOSING TIME:	12H00
PERIOD FOR WHICH RFI'S ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:	180 days (submissions must be valid for 180 days after the closing date)
DESCRIPTION OF RFI:	INFORMATION FOR COMPANIES OWNED BY BLACK YOUTH; BLACK PEOPLE LIVING WITH DISABILITIES AND MILITARY VETERAN WHO HAVE THE CAPACITY AND CAPABILITIES TO SUPPLY GOODS AND SERVICES LISTED AND OUTLINED IN THIS REQUEST FOR INFORMATION (RFI)
RFI DOCUMENT MUST BE SENT TO:	Email address: procurement@denel.co.za
NAME OF SUPPLIER:	
CONTACT PERSON:	
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
SUPPLIER'S STAMP OR SIGNATURE	

TABLE OF CONTENTS

Part A: Invitation to RFI	3
Part B: Checklist of Compulsory Returnable Schedules and Documents	5
Part C: Specifications, Conditions of tender and Undertakings by Bidder	7
Part D: Statement of Work	20
Annexure A – Description of services	23
Annexure B - Technical Proposal	24
Annexure C - SBD2 - Tax Clearance Certificate Requirement	25
Annexure D - Declaration of Interest	26
Annexure E - SBD6.1 and B-BBEE status level certificate	29
Annexure F - SBD8: Declaration of Bidder's Past Supply Chain Practices	30
Annexure G - SBD9: Certificate of Independent Bid Determination	32
Annexure H - Certified copies of your CIPC company registration documents listing all members with percentages, in case of a close corporation	35
Annexure I - Certified copies of latest share certificates, in case of a company.	36
Annexure J - A breakdown of how fees and work will be spread between members of the bidding consortium.	37
Annexure K - Supporting documents to responses to Qualification Methodology on (request for information stage)	38
Annexure L - General Condition of Contract	39
Annexure M - Supporting documents - CSD Registration Summary Report	40
Annexure N – Authorisation Declaration	41

PART A: INFORMATION REQUEST

YOU ARE HEREBY INVITED TO SUBMIT INFORMATION TO MEET DENEL SOC LTD REQUIREMENTS

BID NUMBER: 462/14/03/2017
CLOSING DATE: 15th May 2017
CLOSING TIME: 12H00

INFORMATION FOR COMPANIES OWNED BY BLACK YOUTH AND PEOPLE LIVING WITH DISABILITIES WHO HAVE THE CAPACITY AND CAPABILITIES TO SUPPLY GOODS AND SERVICES LISTED AND OUTLINED IN THIS REQUEST FOR INFORMATION (RFI)

The selected respondents will be required to provide a presentation of the goods and services they are offering to DENEL SOC LTD

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

THIS RFI IS SUBJECT TO THE DENEL GROUP PROCUREMENT TERMS AND CONDITIONS AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT, WHICH ARE SET OUT IN PART C OF THIS DOCUMENT.

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

RESPONDENTS THAT ARE INCORPORATED CONSORTIA CONSISTING OF MORE THAN ONE LEGAL ENTITY MUST SELECT A LEAD ENTITY AND FURNISH THE DETAILS OF THE LEAD ENTITY, UNLESS OTHERWISE SPECIFIED.

NAME OF SUPPLIER AND EACH ENTITY IN CONSORTIUM:	
POSTAL ADDRESS:	
STREET ADDRESS:	
CONTACT PERSON (FULL NAME):	
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
SUPPLIERS REGISTRATION NUMBER OR REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM	

VAT REGISTRATION NUMBER OR VAT REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM				
ORIGINAL TAX CLEARANCE CERTIFICATE SUBMITTED?	YES		NO	
BBBEE CERTIFICATE SUBMITTED? (If claiming preference points)	YES		NO	
REGISTERED WITH THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD)	YES		NO	
FULL NAME OF AUTHORISED REPRESENTATIVE:				
CAPACITY IN WHICH AUTHORISED REPRESENTATIVE SIGNS:				
SIGNATURE OF AUTHORISED REPRESENTATIVE:				
DATE OF SIGNATURE				

PART B: CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS

Please adhere to the following instructions

Tick in the relevant block below

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

Use the prescribed sequence in attaching the annexes that complete the RFI Document

NB: Should all of these documents not be included, the Respondent's may be disqualified on the basis of non-compliance

YES

NO

Submission Requirements for the RFI and
Original soft copy - (clearly marked RFI No.)

Request for Information

Original soft copy submission must in response to Functionality and Price/B-BBEE

Part A: Invitation to RFI

Part B: Checklist of Compulsory Returnable Schedules and Documents

Part C: Specifications, Conditions of the RFI Undertakings by Respondents

Annexure A: Description of Goods and services

Annexure B: Technical Proposal

Annexure C: SBD2 - Tax Clearance Certificate Requirement

Annexure D: Declaration of Interest

Annexure F: SBD8: Declaration of Respondent's Past Supply Chain Practices

Annexure G: SBD9: Certificate of Independent Bid Determination

Annexure H: Certified copies of your CIPC company registration documents listing all members with percentages, in case of a close corporation

Annexure I: Certified copies of latest share certificates, in case of a company.

Annexure J (if applicable): A breakdown of how fees and work will be spread between members of the consortium.

Annexure K: Supporting documents to responses to Qualification Methodology on (request for information stage).

Annexure L: Denel Group Procurement Terms and Conditions

Annexure M: Supporting documents - CSD Registration Summary Report

Annexure N: Authorisation Declaration

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

1. DEFINITIONS

In this Request for Information, 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 53, 2003;
- 1.2 B-BBEE Act** means the Broad-Based Black Economic Empowerment Act, 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 5 and 6 of the Preferential Procurement Regulations, 2017.
- 1.4 Business Day** means a day which is not a Saturday, Sunday or public holiday.
- 1.5 Bid** means a written offer in the prescribed or stipulated form lodged by a Bidder in response to an invitation in this Request for Information and/or Request for Proposal, containing an offer to provide goods, works or services in accordance with the Specification as provided in this RFI.
- 1.6 Respondent's** means a person or legal entity, or an unincorporated group of persons or legal entities that submit a RFI.
- 1.7 RFI** Request for information
- 1.8 Respondents** Means a person or a legal entity or an unincorporated group of persons or legal entities that submit the requested information
- 1.9 Companies Act** means the Companies Act 71, 2008, as amended.
- 1.10 Compulsory Documents** means the list of compulsory schedules and documents set out in Part B.
- 1.11 Closing Time** means the time, specified as such under the clause 4 (Bid Timetable) in Part C, by which Tenders must be received.
- 1.12 Evaluation Criteria** means the criteria set out under the clause 26 (Evaluation Process) of this Part C, which includes the Qualifying Criteria, Functional Criteria and Price and Preferential Points Assessment.
- 1.13 Intellectual Property Rights** includes copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
- 1.14 PFMA** means the Public Finance Management Act 1, 1999, as amended.
- 1.15 PPPFA** means the Preferential Procurement Policy Framework Act 5, 2017, as amended.
- 1.16 PPPFA Regulations** means the Preferential Procurement Regulations 2017, published in terms of the PPPFA.
- 1.17 Proposed Contract** means the agreement including any other terms and conditions contained in or referred to in this RFI that may be executed between DENEL SOC LTD and the successful Respondents.
- 1.18 Qualifying Criteria** means the qualifying method to select the suppliers who responded. se
- 1.19 Request for Information or RFI** 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 SOC LTD.
- 1.20 SARS** means the South African Revenue Service.
- 1.21 Services** means the services required by DENEL SOC LTD, as specified in this RFI Part D.
- 1.22 SLA** means Service Level Agreement.
- 1.23 SOC** means State Owned Company, as defined by the Companies' Act.
- 1.24 Specification** means the conditions of tender set and any specification or description of DENEL SOC LTD's requirements contained in this RFI.
- 1.25 State** means the Republic of South Africa.
- 1.26 Website** means a website administered by DENEL SOC LTD under its name with web address www.denel.co.za

2. INTERPRETATIONS

In this RFI, unless expressly provided otherwise a reference to:

- 2.1 “includes” or “including” means includes or including without limitation; and
- 2.2 “R” or “Rand” is a reference to the lawful currency of the Republic of South Africa.

3. RFI OR TENDER OFFICE

- 3.1 DENEL SOC LTD – Procurement
Email: procurement@denel.co.za
No questions will be answered telephonically.

- 3.2 **Submission Requirements for the RFI**
All the submission must be send via email

- 3.2.1 Only questions, queries clarifications which are submitted to this dedicated email address, procurement@denel.co.za will be addressed.
- 3.2.2 These responses will be uploaded against this RFI on National Treasury’s eTender portal.
- 3.2.3 Kindly note that it is the sole responsibility of the suppliers, to ensure that frequent visits are made to the eTender portal, in order to obtain/view all responses, in regards to the questions posed, on this RFI
- 3.2.4 Denel will not be held liable/responsible in the event that suppliers are not kept updated with responses to questions/queries/comments which may be posed in order to seek clarity on this RFI
- 3.2.5 The National Treasury’s eTender portal can be accessed on the following website: <http://www.etenders.gov.za/>
- 3.2.6 No Canvassing of any Denel Employee will be tolerated and will result in an immediate disqualification.

4. RIF TIMETABLE

This timetable is provided as an indication of the timing of the tender process. It is indicative only and subject to change by DENEL SOC LTD. Respondents are to provide information that will allow achievement of the intended commencement date.

Activity	Date
Advertisement of RFI	07 th April 2017
RFI document available	07 th April 2017
Closing date for tender enquiries	10 th May 2017 at 10H00 all enquiries must be directed to procurement@Denel.co.za All responses to questions will be published on the eTender portal; suppliers are responsible to obtain responses via eTender. Denel will not be responsible for delayed or responses that are not viewed on http://www.etenders.gov.za/
Closing date and time	15 th May 2017 at 12H00 precisely
Intended completion of evaluation of tenders	26 th May 2017
Presentation and suppliers interview	01 June 2017

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5. SUBMISSION OF TENDERS

5.1 Softcopies RFI response are to be submitted to:

Submission via email address	procurement@denel.co.za

5.2 Respondents are requested to initial each page of the RFI document on the top right hand corner.

6. STATUS OF REQUEST FOR INFORMATION

6.1 This RFI is an invitation for person(s) to submit information(s) for the provision of the services as set out in the Specification contained herein. Accordingly, this RFI 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 services will exist between DENEL SOC LTD and any Respondents unless and until DENEL SOC LTD has executed a formal written contract with the selected supplier.

7. ACCURACY OF REQUEST FOR INFORMATION

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

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

8. ADDITIONS AND AMENDMENTS TO THE RFI

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

8.2 If DENEL SOC LTD exercises its right to change information in terms of clause 9.1, it may seek amended RFI from all Respondents

9. REPRESENTATIONS

9.1 No representations made by or on behalf of DENEL SOC LTD in relation to this RFI will be binding on DENEL SOC LTD unless that representation is expressly incorporated into the contract ultimately entered into between DENEL SOC LTD and the successful Respondents.

10. CONFIDENTIALITY

- 10.1** All persons (including all Suppliers) obtaining or receiving this RFI and any other information in connection with this RFI or the RFI Process must keep the contents of the RFI and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this RFI.

11. REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION

- 11.1** All communications relating to this RFI and the RFI Process must be directed to **procurement office:** procurement@Denel.co.za email address only.
- 11.2** All questions or requests for further information or clarification of this RFI or any other document issued about the RFI Process must be submitted to the Procurement email address in writing, and by e-mail only.
- 11.3** Any communication by the Respondents to DENEL SOC LTD will be effective upon receipt by the procurement Office.
- 11.4** DENEL SOC LTD has restricted the period during which it will accept questions or requests for further information or clarification and reserves the right not to respond to any enquiry or request, irrespective of when such enquiry or request is received.
- 11.5** DENEL SOC LTD shall provide all written notification or responses to Respondents questions (as posed to the dedicated email address which is procurement@denel.co.za, only) by uploading a response document onto the National Treasury's eTender portal, the portal can be accessed on <http://www.etenders.gov.za/>

12. UNAUTHORISED COMMUNICATIONS

- 12.1** Communications (including promotional or advertising activities) with staff of DENEL SOC LTD or their advisors assisting with the RFI Process are not permitted during the RFI Process, or otherwise with the prior consent of the Procurement Office. Nothing in this clause 12 is intended to prevent communications with staff of, or advisors to, DENEL SOC LTD to the extent that such communications do not relate to this RFI or the RFI Process.
- 12.2** Respondents must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the RFI Process in any way.

13. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

- 13.1** Respondents may not seek or obtain the assistance of employees of DENEL SOC LTD in the preparation of their RFI responses.
- 13.2** DENEL SOC LTD may in its absolute discretion, immediately disqualify a Supplier that it believes has sought or obtained such improper assistance.
- 13.3** Respondents are to be familiar with the implications of contravening the Prevention and Combating of Corrupt Activities Act, 2004 and any other relevant legislation.

14. ANTI-COMPETITIVE CONDUCT

- 14.1** Respondents and their respective officers, employees, agents and advisors must not engage in any collusion, anti-competitive conduct or any other similar conduct in respect of this RFI Process with any other respondent's or any other person(s) in relation to:

- 14.1.1 the preparation or lodgement of their responses
- 14.1.2 the evaluation and clarification of their responses; and
- 14.1.3 The conduct of negotiations with DENEL SOC LTD.

14.2 For the purposes of this clause 14, 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 SOC LTD or any other supplier or any other person or organisation.

15. COMPLAINTS ABOUT THE RFI PROCESS

15.1 Any complaint about the RFI or the RFI Process must be submitted to the Procurement Office via the Procurement email address, by email only, immediately upon the cause of the complaint arising or becoming known to the Respondents.

15.2 The written complaint must set out:

- 15.2.1 the basis for the complaint, specifying the issues involved;
- 15.2.2 how the subject of the complaint affects the organisation or person making the complaint;
- 15.2.3 any relevant background information; and
- 15.2.4 The outcome desired by the person or organisation making the complaint.

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

16. CONFLICT OF INTEREST

16.1 Respondents 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 SOC LTD and the respondent's interests during the RFI Process.

16.2 The Respondents 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 services under any contract that may result from this RFI.

17. LATE RFI

17.1 RFI response must be delivered by the Closing Time. The Closing Time may be extended by DENEL SOC LTD in its absolute discretion by providing written notice to Respondent's.

17.2 Respondents delivered after the Closing date and Time in a manner that is contrary to that specified in this RFI will be disqualified from the RFI Process and will be ineligible for consideration.

17.3 No late RFI will be accepted

18. SUPPLIER'S RESPONSIBILITIES

18.1 Suppliers are responsible for:

- 18.1.1 examining this RFI and any documents referenced or attached to this RFI and any other information made available.
- 18.1.2 ensuring that their RFI documents are accurate and complete;

- 18.1.3 making their own enquiries and assessing all risks regarding this RFI, and fully considering and incorporating the impact of any known and unknown risks into their RFI;
 - 18.1.4 ensuring that they comply with all applicable laws in regards to the RFI 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
 - 18.1.5 Submitting all Compulsory Documents.
- 18.2** Suppliers with annual total revenue of R10 million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the B-BBEE Act must submit a certificate issued by a registered, independent auditor.
- 18.3** Suppliers 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 are in accordance with the applicable notices published by the Department of Trade and Industry in the Government Gazette.
- 18.4** Failure to provide the required information may result in disqualification.

19. PREPARATION OF RIF

- 19.1** Respondent's must ensure that:
- 19.1.1 their RFI documents is submitted in the required format as stipulated in this RFI; and
 - 19.1.2 All the required information fields in the RFI are completed in full and contain the information requested by DENEL SOC LTD.
- 19.2** DENEL SOC LTD may in its absolute discretion reject a response(s) that does not include the information requested or is not in the format required.

20. ILLEGIBLE CONTENT, ALTERATION AND ERASURES

- 20.1** Incomplete response may be disqualified or evaluated solely on information contained in the RFI Process.
- 20.2** DENEL SOC LTD may disregard any content in a RFI that is illegible and will be under no obligation whatsoever to seek clarification from the Respondent.
- 20.3 COUNTER CONDITIONS**
Respondents' attention is drawn to the fact that amendments to any of the RFI Conditions or setting of counter conditions by Respondents may result in the invalidation of such RFI Process.

21. RESPONSIBILITY FOR RESPONDENTS COSTS

- 21.1** The Respondents in participation or involvement in any stage of the RFI Process is at the suppliers sole risk, cost and expense. DENEL SOC LTD will not be held responsible for, or pay for, any expense or loss that may be incurred by Supplier's in relation to the preparation or lodgement of their response.
- 21.2** DENEL SOC LTD is not liable to the respondents for any costs on the basis of any contractual, promissory or any grounds whatsoever as a consequence of any matter

relating to the Respondents participation in the RFI Process, including without limitation, instances where:

- 21.2.1 the Respondents is not engaged to perform under any contract; or
- 21.2.2 DENEL SOC LTD exercises any right under this RFI or at law.

22. DISCLOSURE OF RFI CONTENTS AND RFI INFORMATION

22.1 All suppliers received by DENEL SOC LTD will be treated as confidential. DENEL SOC LTD will not disclose contents of any response, except:

- 22.1.1 as required by law;
- 22.1.2 for the purpose of investigations by other government authorities having relevant jurisdiction;
- 22.1.3 To external consultants and advisors of DENEL SOC LTD engaged to assist with the RFI Process; or for the general information of Supplier required to be disclosed as per National Treasury Regulations, Guidelines, Instruction Notes or Practice Notes.

23. FRONTING

23.1 Denel SOC Ltd supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background Denel condemns any form of fronting.

23.2 Denel in ensuring that respondents conduct themselves in an honest manner will, as part of the RFI evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in RFI documents.

23.3 Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the supplier(s) to prove that fronting does not exist.

23.4 Failure to do so within a period of 14 days from date of notification may invalidate the RFI and may also result in the restriction of the supplier to conduct business with Denel, for a period not exceeding ten years, in addition the suppliers will be reported to National Treasury.

24. RFI DOCUMENTS ACCEPTANCE

All RFI documents received must remain open for acceptance for a minimum period of 180 (Hundred and eighty) days from the Closing Time. This period may be extended by written mutual agreement between DENEL SOC LTD and the supplier.

25. DENEL'S PROCUREMENT PHILOSOPHY

It is the policy of Denel SOC Ltd, 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 being had to the importance of:

25.1 The PFMA and the PPPFA

25.2 The promotion, development and support of designated groups:

- Exempted Micro Enterprises and Qualifying Small Enterprises
- Companies that are at least 51% Black Owned
- Companies that are at least 30% Black Woman Owned
- Companies that are at least 51% Black Youth Owned
- Companies that are at least 30% Black People Living with Disabilities Owned
- Companies that are Military Veteran Owned
- Companies that are owned and managed by people living in Rural Areas

26. EVALUATION PROCESS – RFI PROCESS

26.1 The responses will be evaluated and adjudicated as follows, request for Information.

26.1.1 Shortlisted suppliers who qualify from the initial RFI stage and who adhere to all requirements, will be notified and invited to the next stage of the process, which will entail the onsite survey/evaluation

26.1.2 The next stage will be Presentation and supplier interview at Denel premise.

26.1.3 The final outcome will be determined by the revised submission by the Respondents and the conducted presentation and interview held.

26.1.4 The Denel team will conduct a final selection of suppliers and thereafter the will be notified.

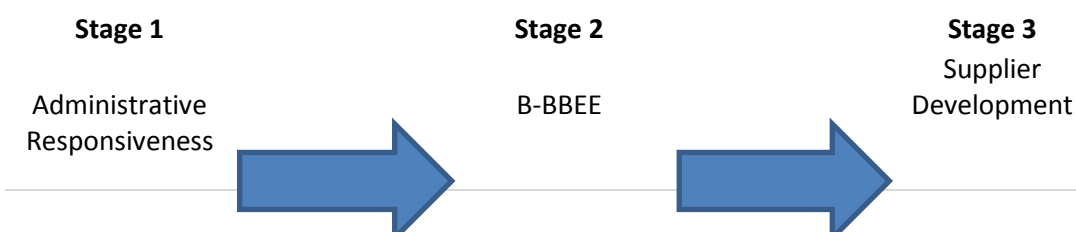
27. REQUEST FOR INFORMATION STAGE

- In accordance with the Public Finance Management Act the RFI stage of the tender will not require any suppliers to submit pricing
- Suppliers will only be evaluated in compliance to the Qualifying Criteria as outlined in this document as below (27.1):

27.1 Qualification – Respondent Information Of Capturing Qualifying methodology

- Only those Respondents which response to the Qualifying methodology will be eligible to participate in the RFI Process further. RFI documents which do not satisfy the Qualifying Methodology will not be evaluated further.
- **Respondent information capturing methodology**

DENEL intends utilising the following methodology to capture the responses.



Returnable /
Documents / &
Schedules

B-BBEE
Certificate

Supplier
Development
Questionnaire

27.1.1 STAGE ONE: Test for Administrative Responsiveness

The test for administrative and substantive responsiveness will include the following

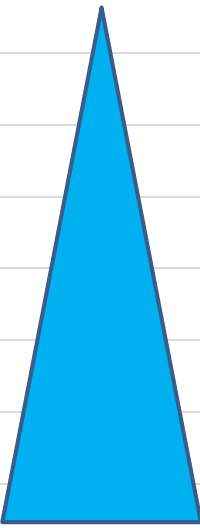
Administrative responsiveness check	RFI Reference Number
Whether all Returnable Documents and/or schedules were completed and returned by the closing date and time	Section 1, PART B
Verify the validity of all returnable documents	

27.1.2 STAGE TWO: Broad-Based Black Economic Empowerment criteria

- B-BBEE - Valid B-BBEE certificate will be used to establish if the supplier is relevant for this RFI as per Denel's requirement. RFI documents for suppliers that are not Black EMEs and Black QSEs will not be taken further through the RFI process

27.1.3 STAGE THREE: supplier development structure

- Based on the supplier-buyer power, industrial complexity, risk and the length of procurement period, the supplier is expected to formulate a Supplier Development Proposal to identify the opportunities that they will pursue. Ideally the Supplier Development response should address factors that are specific to the applicable quadrant of the structure below.
- Denel has identified a number of opportunities which may aid a supplier in formulating their response based on each quadrant. Each of the opportunities identified by the supplier should have a direct or indirect effect on the value it creates for the country in order to maximise the socio-economic impact.



	Programmatic	Strategic	Focused	Small ED
Programmatic	Industrialisation Localisation	Localisation		
	Technology transfer/ Sustainability	Technology transfer/ Sustainability		
Strategic	Job creation/ preservation	Job creation/ preservation	Job creation/ preservation	
	Skills Development	Skills Development	Skills Development	
Focused	Small Business Promotion	Small Business Promotion	Small Business Promotion	
	Further Recognition	Further Recognition	Further Recognition	Further Recognition
Small Enterprise Development	Rual Development & Regional Integration	Rual Development & Regional Integration	Rual Development & Regional Integration	Rual Development & Regional Integration

28. AUTHORISATION DECLARATION

- 28.1** Any supplier who is sourcing goods or services from a third party must complete the “Authorisation Declaration” (Annexure N) in full for all relevant goods or services, sign it and submit it together with the RFI documents at the closing date and time of the RFI.
- 28.2** Denel SOC reserves the right to verify any information supplied by the bidder in the Authorisation Declaration and should the information be found to be false or incorrect, Denel SOC will exercise any of the remedies available to it in the bid documents.
- 28.3** The bidder must ensure that all financial and supply arrangements for goods or services have been mutually agreed upon between the bidder and the third party. No agreement between the bidder and the third party will be binding on Denel SOC Ltd.
- 28.4** Failure to submit a duly completed and signed Authorisation Declaration, with the required annexure(s), in accordance with the above provisions will invalidate the bid for such goods or services offered.

29. RESPONSE FIELDS

- 29.1** Non-compliance with this condition may invalidate the RFI documents for the item(s) concerned.

30. STATUS OF RFI

- 30.1** Each RFI constitutes an irrevocable offer by the supplier to DENEL SOC LTD to provide the Services required and otherwise to satisfy the requirements of the Specification as set out in this RFI.
- 30.2** RFI must not be conditional on:
- the Board approval of the Bidder or any related governing body of the Bidder being obtained;
 - the Bidder conducting due diligence or any other form of enquiry or investigation;
 - the Bidder (or any other party) obtaining any regulatory approval or consent;

- the supplier obtaining the consent or approval of any third party; or
- The supplier stating that it wishes to discuss or negotiate any commercial terms of the contract.
- DENEL SOC LTD may, in its absolute discretion, disregard any RFI that is, or is stated to be, subject to any one or more of the conditions detailed above (or any other relevant conditions).
- DENEL SOC LTD reserves the right to accept a RFI in part or in whole or to negotiate with a Respondent in accordance with the provisions of this RFI and the applicable laws and regulations.

31. CLARIFICATION OF RFI'S

31.1 DENEL SOC LTD may seek clarification from and enter into discussions with any or all of the suppliers in relation to their RFI.

31.2 Failure to supply clarification to the satisfaction of DENEL SOC LTD may render the RFI liable to disqualification.

32. DISCUSSION WITH SUPPLIERS

32.1 DENEL SOC LTD may elect to engage in detailed discussions with any one or more suppliers(s), with a view to maximising the benefits of this RFI as measured against the evaluation criteria and in fully understanding a supplier's offer.

32.2 As part of the evaluation of this RFI, DENEL SOC LTD will invite Respondents to give a presentation to DENEL SOC LTD in relation to their submissions.

32.3 DENEL SOC LTD is under no obligation to undertake discussions with, any Suppliers.

32.4 In addition to presentations and discussions, DENEL SOC LTD may request some or all suppliers to:

- conduct a site visit, if applicable;
- provide references or additional information; and/or
- Make themselves available for panel interviews.

33. RESPONDENTS WARRANTIES

33.1 By submitting a RFI, a suppliers warrants that:

- 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 SOC LTD , its officers, employees, or advisers other than any statement, warranty or representation expressly contained in the RFI;
- it did not use the improper assistance of DENEL SOC LTD 's employees or information unlawfully obtained from them in compiling its RFI;
- it is responsible for all costs and expenses related to the preparation and lodgement of its RFI, any subsequent negotiation, and any future process connected with or relating to the RFI Process;
- it accepts and will comply with the terms set out in this RFI; and
- It will provide additional information in a timely manner as requested by DENEL SOC LTD to clarify any matters contained in the RFI.

34. DENEL SOC LTD 'S RIGHTS

34.1 Notwithstanding anything else in this RFI, and without limiting its rights at law or otherwise, DENEL SOC LTD reserves the right, in its absolute discretion at any time, to:

- 34.2 Cease to proceed with, or suspend the RFI Process prior to the execution of a formal written contract;
- 34.3 Alter the structure and/or the timing of this RFI Process; or extend any time or date specified in this RFI
- 34.4 Terminate the participation of any Respondent(s) or any other person in the RFI Process;
- 34.5 Require additional information or clarification from any Respondent(s) or any other person; provide additional information or clarification;
- 34.6 Negotiate with any one or more Respondent(s); OR call for new RFI;
- 34.7 Reject any RFI submissions received after the Closing Time; or Reject any RFI submissions that do not comply with the requirements of this RFI.

35. GOVERNING LAWS

- 35.1 This RFI Process is governed by the laws of the Republic of South Africa.
- 35.2 Each Respondent must comply with all relevant laws in preparing and lodging its RFI and in taking part in the RFI Process.
- 35.3 All RFI must be completed using the English language and all costing must be in South African Rand.

36. SELECTION PROCEDURE

- 36.1 Denel SOC LTD will still follow their process and procedure, within the supply chain department for the selection of suppliers.
- 36.2 This RFI is not an offer to purchase and Denel SOC LTD is under no obligation to accept any proposals in this process.
- 36.3 As this is a Request for Information and Expression of Interest only, no business will be awarded through this process (RFI), but this will be used to establish a respondent's service in line with Denel SOC LTD's requirements.

37. MANDATORY QUESTIONS

- 37.1 Respondents 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 Respondents shall substantiate their response to a specific question.

NOTE: It is mandatory for Respondents to complete or answer this part fully; failure to do so result the RFI submissions being treated as incomplete the RFI may be disqualified.

37.1.1

This RFI is subject to the DENEL GROUP PROCUREMENT TERMS AND CONDITIONS stipulated in this RFI document.	Accept	Do not accept

37.1.2

The laws of the Republic of South Africa shall govern	Accept	Do not accept
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this RFI and the suppliers hereby accept that the courts of the Republic of South Africa shall have the jurisdiction.		
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37.1.3

DENEL SOC LTD shall not be liable for any costs incurred by the RFI in the preparation of response to this RFI.	Accept	Do not accept

37.1.4

DENEL SOC LTD may request written clarification or further information regarding any aspect of this RFI. The Respondent(s) must supply the requested information in writing within two working days after the request has been made, otherwise the RFI may be disqualified.	Accept	Do not accept

Part D: STATEMENT OF WORK

INTRODUCTION

Denel is a South African State-Owned Company (SOC) that provides innovative defence, security, maritime, aerospace and related technology solutions, as a strategic partner to the South African National Defence Force (SANDF). The state-owned but commercially driven company also provides products and solutions to selected clients in global markets. The group's capabilities include defence, aerospace and advanced manufacturing. Denel's defence capabilities date back to more than 70 years, when its first manufacturing plants were established. The Denel Group has a combined experience of more than 200 years.

Denel provides a wide range of sophisticated services and solutions that enhance the value of its products. The solutions are designed to meet unique user requirements and provide full lifecycle support. Denel products and capabilities include combat turrets, artillery and vehicle systems, missiles, command and control, maritime solutions, maintenance, repair and overhaul of aircraft (MRO), avionics upgrades, testing of airborne systems, munitions, development and design of aerostructures components, as well as humanitarian services, including demining.

The company's core operating divisions are clustered in various locations around South Africa's Gauteng Province, the economic hub of the country, as well as the Western Cape. The divisions include Denel Dynamics, which manufactures missiles, guided weapons, Unmanned Aerial Vehicles (UAVs) and Space technology. Denel Integrated Systems and Maritime (ISM) is the technology partner for the South African Navy. It is also responsible for the SA Army's Ground Based Air Defence System (GBADS) and house command and control capabilities. Denel Pretoria Metal Pressings in Pretoria West manufactures small and medium calibre ammunition, brass products, detonics, power cartridges and mining drill bits.

Denel Land Systems manufactures supplies and supports land systems combat equipment and is a systems integrator. DLS also incorporates Denel Mechem, which specialises in mine action, contraband detection, specialised vehicles and field services. Denel Land Systems manufactures land systems equipment and is a systems integrator. DLS also incorporates Denel Mechem, which specialises in mine action, contraband detection, specialised vehicles and field services. DLS also incorporates Denel Mechem, which specialises in explosive remnants of war clearance solutions, canine solutions, ballistic /mine protected vehicles and field facilities services. Next to South Africa's OR Tambo International Airport is Denel Aviation, whose core business is aircraft maintenance, repair and overhaul (MRO), upgrades, system integration, aircraft operation and flight tests. Next to the aviation division is Denel Aerostructures, the manufacturers of metallic and composite aerostructure components, sub-assemblies and special processes; and Denel Technical Academy which provides Aviation and Engineering Training for the past 50-years. The Denel Group further boasts of the world-class Denel Overberg Test Range, located in the scenic Overberg region of the Western Cape. Supporting all these divisions is the Denel Corporate Office (Headquarters) and Denel Properties in Irene, a short drive from Johannesburg. The Denel Group employs over 5000 people and has a yearly turnover of over ZAR4, 5 billion.

1. THE PUPOSE OF THE RFI AND REQUIREMENTS

Denel SOC as a state owned company has embarked on a drive as outlined by government and its key stakeholders to both support and develop emerging business. To this end, we as Denel SOC have decided that our organisation should be the mechanism to uplift the country and is people.

2. OBJECTIVES OF THIS RFI

The key objective of this RFI is to request information from companies owned by Black Youth; Black People Living with Disabilities and Military Veterans who have the capacity and capabilities to supply goods and services listed and outlined in this Request for Information (RFI).

Black Youth-owned businesses are suppliers in which Black Youth have an economic interest and voting rights of at least 51% based on the B-BBEE Act. Black Disable-owned businesses are suppliers in which Black People Living with Disabilities have an economic interest and voting rights of at least 51% based on the B-BBEE Act.

The received information will be captured in a database and be used for supply market intelligence purposes.

We therefore request all companies owned by Black Youth; Black People Living with Disabilities and Military Veterans to submit information pertaining to the following scope of requirements. The respondents are requested to assist Denel in understanding their capabilities and capacity in relation to the requirements listed in section 3 below.

Please note the list below is non-exhaustive and if your capabilities and capacities are not listed below, please feel free to respond in this RFI.

3. ANNEXURE A : DESCRIPTION OF SERVICES

<ul style="list-style-type: none"> ➤ Advertising and ➤ Promotions ➤ Ballasts ➤ Building Maintenance ➤ Carbon Brushes ➤ Construction ➤ Consulting ➤ Draft Gear ➤ Engineering and ➤ Engineering Services 	<ul style="list-style-type: none"> ➤ Equipment Rental ➤ Fleet ➤ Forklifts ➤ Fuel ➤ Gas and Lubes ➤ Health Care ➤ Services ➤ Locomotive ➤ Telemeters and ➤ Radios ➤ Marketing 	<ul style="list-style-type: none"> ➤ Marine Craft ➤ Operating division ➤ specific gas ➤ Office Automation ➤ On track Machines ➤ Overhead Track ➤ Overhead Track Wire ➤ Plant Hire ➤ Pumps ➤ Rail Fasteners ➤ Rails ➤ Repairs and ➤ Maintenance ➤ Rubber Tired Gantry 	<ul style="list-style-type: none"> ➤ Security ➤ Ship Loaders ➤ Ship Unloaded ➤ Signalling ➤ Signalling Installation ➤ Sleepers ➤ Stevedoring ➤ Straddle Carriers ➤ Telecoms ➤ Transformers ➤ Installation
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37.2 Sub-Contracting

37.2.1 Bidders may make use of sub-contractors for delivery, installation and /or maintenance, repairs of equipment on a

37.2.2 The contract will, however, be awarded to the bidder as the primary contractor who will be responsible for the management of the contract. Denel will not enter into any separate contracts with any of the bidder's sub-contractors.

38. PAYMENT TERMS

The service provider shall note and accept Denel SOC Ltd.'s payment terms as the standard of 30 days after month-end statement

Annexure A – refer to part D – Statement of work or RFI Requirements

Annexure B

Brief profile (of no longer than a page) of each member of the proposed team and the role that they will play in the services

This document(s) is to be prepared and submitted by the suppliers as Annexure B to their RFI.

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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.

Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Note: Valid Original Tax Clearance Certificate is mandatory

Annexure D

DECLARATION OF INTEREST

Is the Respondent or any person connected with or employed by the Respondent or an entity which forms part of the Respondent, aware of any fact which may give rise to an actual or perceived conflict of interest on the part of the Respondents, DENEL SOC LTD or any person involved in the evaluation or adjudication of this RFI?

YES	NO

If the answer to 0 above is “Yes”, Suppliers are required to set out, in detail immediately below, the facts which may give rise to an actual or perceived conflict of interest and identify the individuals to which those facts relate.

In addition, Bidders are required to complete the following:

Full Name of the Respondent or his or her representative:

Identity Number:

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

Company Registration Number:

Tax Reference Number:

VAT Registration Number:

The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / personnel numbers must be indicated in paragraph 0 below.

Are you or any person connected with presently employed by the Denel?

YES	NO

If so, furnish the following particulars:

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

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

 ...

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

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

Any other particulars:

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

If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES	NO

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

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

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

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

YES	NO

If so, furnish particulars:

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

Do you, or any person connected with the Respondent, 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 RFI?

YES	NO

If so, furnish particulars:

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

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 RFI?

YES	NO

If so, furnish particulars.

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

Annexure E - SBD6.1 and B-BBEE status level certificate

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.

tem	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 alteram partem 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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature Date

.....
PositionName 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 per se prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the 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.

SBD 9

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

SBD 9

6. 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.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a. prices;
 - b. geographical area where product or service will be rendered (market allocation)
 - c. Methods, factors or formulas used to calculate prices;
 - d. The intention or decision to submit or not to submit, a 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.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. 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.
10. 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.

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

.....
SignatureDate

.....
Position Name of Bidder

Annexure H

Bidders are required to include, as annexure H to their Bids, certified copies of all relevant CIPC registration documents listing all members with percentages, in the case of a close corporation

Annexure I

Respondents are required, as annexure I to their Bids, to submit certified copies of the latest share certificates of the company as well of all relevant companies

Annexure J

Supplier(s) which submit RFI as an incorporated joint venture, consortium or other association of persons are required to submit, as Annexure J, a breakdown of how the fees and work will be split between the various people or entities which constitute the Bidder.

Annexure K- QUALIFYING METHODOLOGY (Request for Information Stage)

Respondents are required to include, as Annexure K to their RFI, supporting documents to their responses to the Qualifying Criteria

Annexure L

DENEL GROUP PROCUREMENT TERMS AND CONDITIONS

Annexure M

CSD Registration Summary Report

AUTHORISATION DECLARATION**NAME OF THE RESPONDENTS:** _____**RFI** _____ **-** _____ **: DESCRIPTION** _____**CLOSING DATE:** ____/____/____

Are you sourcing the goods or services from a third party?

YES	NO
-----	----

* If you have answered YES to the above question, please provide full details in the table below of the third party(ies) from whom you are sourcing the goods or services.

1. Declaration by the bidder where the bidder is sourcing goods or services from a third party.

The supplier hereby declares the following:-

- 1.1 The supplier is sourcing the goods or services listed in the TCBD 1.1 attached, from a third party in order to comply with the terms and conditions of the bid.
 - 1.2 The supplier has informed the third party of the terms and conditions of the bid and the third party is acquainted with the said terms and the description of the goods or services listed in the TCBD 1.1.
 - 1.3 The bidder has received the attached, unconditional written undertaking from the third party to supply the goods or services listed in the TCBD1.1 in accordance with the terms and conditions of the bid document for the duration of the contract. A template has been attached (TCBD1.2) that is to be used for the purpose of the third party undertaking.
 - 1.4 The supplier confirms that all financial and supply arrangements for goods or services have been mutually agreed upon between the bidder and the third party.
- 2. The bidder declares that the information contained herein is true and correct.**
- 3. The bidder acknowledges that the State reserves the right to verify the information contained therein and if found to be false or incorrect may invoke any remedies available to it in the bid documents.**

SIGNATURE BY THE RESPONDENT(S)
Signed at _____ on the _____ day of _____ 20_____
Signature _____ Full name _____
Designation _____