



DENEL AVIATION

**REQUEST FOR TENDER (RFT)
TOOLBOXES FOR DENEL TECHNICAL ACADEMY**

RFT No. : DTA16102015

DATE: 2015-11-04



TABLE OF CONTENTS

1. APPROVAL AND DISTRIBUTION	3
2. INTRODUCTION	3
3. HISTORY & OWNERSHIP	3
4. ANTICIPATED TENDER TIME SCALE AND DEADLINES	4
5. FORMAT AND CONTENT	4
6. EVALUATION	4
7. SUBMISSION OF TENDER	6
8. SPECIAL TERMS AND CONDITIONS	7
ANNEXURE A: SPECIFICATIONS	8
ANNEXURE B: GENERAL CONDITIONS OF PURCHASE – DENEL AVIATION	15
ANNEXURE C: CERTIFICATE OF INDEPENDENT BID DETERMINATION	20



1. APPROVAL AND DISTRIBUTION

Document title	REQUEST FOR TENDER FOR Aircraft Mechanical Toolboxes Aircraft Structural Worker Toolboxes Welder Toolboxes Fitter Toolboxes Aircraft Avionician Toolboxes Millwright/Electrician Toolboxes Electric/Electronic Hand Tools Toolboxes
RFP Document number	DTA16102015
Issue Date	2015-11-04
Approval Deon Nel Section Manager
Distribution Portia Manthata Procurement Planning and Shipping Manager (Acting)

2. INTRODUCTION

Denel Aviation hereby invites bids from suitably qualified and experienced suppliers to provide services/products for a Denel Aviation requirement as per specification included and to be discussed (if required) in more detail during the Site Visit meeting at Denel Aviation premises.

3. HISTORY & OWNERSHIP

Denel Aviation is a subsidiary of Denel (SOC) Ltd, the largest manufacturer of defence equipment in South Africa and operates in the military aerospace and landward defence environment and was incorporated as a private company in 1992 in terms of the South African Companies Act (No 62 of 1973). Denel's sole shareholder is the South African Government.

Denel Aviation is a well-established Maintenance Repair and Overhaul (MRO) facility. Denel Aviation provides the following services to the Local its local (SAAF) and Foreign Military customers: design, development, integration, qualification, maintenance, servicing, overhauling, upgrading, supply of spare



parts/components, provision of manpower in terms of training, establishing facilities as well as engineering services of military rotary wing and fixed wing aircrafts.

For more information log on to www.denelaviation.co.za

4. ANTICIPATED TENDER TIME SCALE AND DEADLINES

2015-11-04 Request for Tender

2015-11-13 Tender submission closing date. Closing time is strictly 12h00pm.

2015-11-27 Tender Evaluation, Award, negotiations and Order Placement (once all Denel Aviation approvals obtained)

2016-01-15 Delivery date

Please note as stated above Tender submission closing date is 2015-11-13 at 12:00 pm.

5. FORMAT AND CONTENT

Your Tender should at least encompass the following which will assist to demonstrate your capability to provide the requested services at the best mutual advantage for Denel Aviation and your company:

- Business Profile,
- A list of references/clients where similar services were rendered (including contact person(s) and telephone numbers),
- Full costing for the required statement of work,
- Delivery schedule, confirming the earliest date delivery can be done,
- Acceptance of the Denel Aviation Standard Terms and Conditions,
- Broad Based Black Economic Empowerment (B-BBEE) verification certificate and scorecard or a Declaration from the Accounting Officers in case of QSE and EME,
- Broad Based Black Economic Empowerment (B-BBEE) Plan,
- SARS Clearance Certificate

Please take note that Denel Aviation reserves the right to verify any information where deemed necessary.



6. EVALUATION

The Tender will be evaluated as per the following:

A. MANDATORY QUALIFYING CRITERIA

Failure to comply with this mandatory requirement will lead to disqualification

CATEGORY		CRITERIA
1	Proof of payment for RFT	Yes/No
2	Toolbox samples	Yes/No

B. FUNCTIONAL EVALUATION CRITERIA

Category	Criteria	Max Score
Experience	Demonstrated capability to develop/ manufacture/ provide the relevant product/ service <ul style="list-style-type: none"> • three(3) contactable references • Toolbox samples 	60%
Operational	Capacity to deliver product/service within the required timelines <ul style="list-style-type: none"> • Lead time • Delivery Schedule 	40%

A minimum score of 80% is required under the functional evaluation criteria to qualify for further evaluation.

C. PREFERENCE CRITERIA

PREFERENCE POINT SYSTEM	
80/20	Equal to or above R 30 000 up to R 1 000 000
90/10	Above R 1 000 000

As it is anticipated that the value of the orders to be placed for this requirement exceeds R 500 000 but be less than R 1 000 000 per trade; the 80/20 points scoring system will be applied using the following formula:



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

Where

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

Pt = Comparative price of bid or offer under consideration;

Pmin = Comparative price of lowest acceptable bid or offer.

The Scoring for B-BBEE Level Points under the 80/20 system is as follows:

B-BBEE Status Level	Points out of 20
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-Compliant	0

7. SUBMISSION OF TENDER

The written reply to this Request for Tender (RFT) to be submitted in sealed envelopes on the date stated in section 4 at the specified address here within. ANY OTHER FORM OF SUBMISSION SHALL LEAD TO DISQUALIFICATION. Two (2) copies shall be submitted for evaluation.

All written Tenders submitted must be placed in the tender box marked as follows:

Denel Aviation Tender Box

Situated at:

Denel Aviation,

Atlas Park,

Atlas Road,

Kempton Park,

E1 Building in Room 103 Upstairs.

GPS: S 26.14522° E 028.26659°

RFT No. : DTA16102015



- **Any late Tenders will be disqualified.**
- **No electronic tender submissions will be acceptable.**

8. SPECIAL TERMS AND CONDITIONS

- Toolbox should be delivered to Goods receiving completely packed with the list of tools as specified.
- A tool quality check list should be included in the toolbox.
- Warranty for tools supplied indicated.
- Exchange policy for manufacturing defects for tools that break, especially regarding electronic tools (multimeter, scope probe, soldering iron & solder sucker)
- Tender to specify after sales service & turnaround time on repairs.
- Turnaround time on repairs.
- Delivery lead time from date of order.
- Complete sample toolbox to be supplied.
- Rubber feet or rubber strip under toolbox.
- Penalty of 10% to be implemented in total order amount per every day (late delivery day) after agreed upon delivery date.
- This Tender requirement shall remain valid for a period of 90 calendar days.

GENERAL

All documents included in the response shall be written in English. All necessary information for the bid must be included. Bidders shall not assume that information that might have been supplied to Denel Aviation at any time prior to the bid is still available to Denel Aviation and shall consequently NOT make any reference to such information in their response to this Request for Quote.

Take note that Denel Aviation reserves the right to cancel this Request for Tender (RFT) at any stage without any financial implications and or other claim that the service provider may instigate of whatever nature.

The evaluation results will not be made public and only upon request, can a bidder know their specific score.

Non-compliance with the requirements in this Request for Tender will lead to an automatic disqualification.

ANNEXURE A: SPECIFICATIONS

AIRCRAFT MECHANICAL TOOLBOX		
QTY: 90 complete toolboxes		
NO	QTY	DESCRIPTION
1	1	Toolbox,Cantilever,5 tray,550x,207x226mm, Gedore
2	1	Socket set,Bihex,3/8"DR,D30HMZ,6-22mm,23Pc,Gedore
3	1	Sockets,Bihex,3/8"DR,D30HMZ,1/4"-1",13Pc,Gedore
4	1	Spanner Set,Comb,IB,6-24mm,18Pc,Gedore
5	1	Spanner Set,Comb,IB,1/4-1",13Pc,Gedore
6	1	Rule,Measuring,Stainless steel,300mm, Stanley
7	1	Rule,Measuring,Stainless steel,150mm, Stanley
8	1	Plier,Circlip,Inside Straight,180mm, Stanley
9	1	Plier,Circlip,Outside Straight,180mm, Stanley
10	1	Plier,Combination,1601,160mm,(200mm)Skill
11	1	Plier, Diagonal Cutter, Ins Handle,1000V,190mm, Stanley
12	1	Screwdriver Set, Blackpoint,100,01,6Pc in bag,Wera
13	1	Wrench Set, Hex Key,050-03,1.5 – 10 mm,10Pc,Swell
14	1	Gauge Feeler,1590M,20Blade Metric, Boker
15	1	Gauge Feeler,1590M,26Blade Imperial, Boker
16	1	Padlock, Brass KD 264,38mm 3Keys,Union
17	1	Ballpein Hammer,300G Lasher
18	1	Soft Fase Hammer,40mm Lasher
19	1	Supaled Magnetic Led Light
20	1	Long Nose Locking Plier,230mm (Safety Wire Twisting plier)
21	1	Brass Drift,20x200
22	1	Plier Bent Nose 160mm, Stanley
23	1	Combination Vernier,200mm (Millimetre/Inches)- Starrett

AIRCRAFT STRUCTURAL WORKER TOOLBOX		
QTY: 30 complete toolboxes		
NO	QTY	Description
1	1	Toolbox 5tray MTS TB 122B
2	1	Vernier Standard 150mm (Mitutoyo)
3	1	Rule Steel 300mm (Kennedy)
4	1	Scriber Steel 160mm (Kennedy)
5	1	Plier Combination 160mm (Kennedy)
6	1	Cleco Plier 04-62 (Kennedy)
7	1	Divider Spring 150mm (Kennedy)
8	1	Square Engineers 150mm (Kennedy)
9	1	Hacksaw 300mm (Kennedy Professional)
10	1	Dead Blow Ball Pein Hammer 16 oz (



11	1	Hammer Soft Face 12 oz (Vaughan Professional)
12	1	Hard Face Hammer (Kennedy Professional)
13	1	Screwdriver Wera Slim 6 x 150
14	1	Screwdriver Wera Slim Phil 2 x 100
15	1	Wire File Cleaning Brush
16	1	Punch Centre (Starrett)
17	1	Pin Punch Set (Starrett)
18	1	Aviation Tin Snip L/H (Stanley)
19	1	Aviation Tin Snip R/H (Stanley)
20	1	Tinsnips Straight 200mm (Gilbow)
21	1	Tinsnip Jewellers 7" (Kennedy)
22	1	Dreadnaught File 250mm (Kennedy)
23	1	File Flat 150mm Smooth (Kennedy)
24	1	File Flat 150mm 2nd Cut (Kennedy)
25	1	File Flat 150mm Bastard (Kennedy)
26	1	File Round 150mm Smooth (Kennedy)
27	1	File Round 150mm 2nd Cut (Kennedy)
28	1	File 1/2 Round 150mm Smooth (Kennedy)
29	1	File 1/2 Round 150mm 2nd Cut (Kennedy)
30	7	Plastic File Handel FH1 for 150mm Files (Stanley)
31	1	Plastic File Handel FH3 for 250mm Files (Stanley)
32	2	Quick Grip Clamps (Irwin)
33	4	Cleco Clamps
34	1	Ball End Hex Key Set 12 pc (Stanley)
35	1	Needle File Set (Kennedy)
36	1	Padlocks C/W 2 Keys

WELDER TOOLBOX		
QTY: 40 complete toolboxes		
NO	QTY	DESCRIPTION
1	1	Welder Toolbox (Not the normal toolbox Tool chest with tray) 660mm x 370 mmx 285mm
2	1	Tape Measure 5meter
3	1	Steel Rule 300mm
4	1	Plier Combination 200mm
5	1	Hachsaw Vikers 300mm
6	1	Hammer Ball Pein 500G
7	1	Hammer Chipping (Matweld)
8	1	Wire Brush Welding 4 row
9	1	Punch Centre 6 x 150mm (GROZZ)
10	1	Srewdriver Flat 6mm x 200mm long (WERA)
11	1	Srewdriver Star 6mm x 200mm long (WERA)
12	1	Vice Grip 250mm
13	2	G Clamp 150mm (GROZZ)

14	1	Shifter 300mm
15	1	Welding Goggles
16	1	Autodark Non Adjust (Shine Welding Helmet)
17	1	Square Combination Set (Stanley)
18	1	38mm Padlock with 3 Keys
19	1	Boilermaker Chalk Holder
20	1	Small Angle Grinder 115mm 840W (Black & Decker)
21	1	Spark Lighter (Tripple Flint Lighter)
22	1	Nozzle Cleaner
23	1	Leather Apron
24	1	Leather Spats
25	1	Round File 150mm Smooth
26	1	Boat Level 225mm (ROSS TOOLS)
27	1	Combination Spanner 19mm (GEDORE)
28	1	Combination Spanner 24mm (GEDORE)
29	1	Combination Spanner 27mm (GEDORE)
30	1	Small Plastic File Handle
31	1	Scriber 190mm (GROZZ)
32	1	Plier Side Cutter 200mm

FITTER TOOLBOX		
QTY: 70 complete toolboxes		
NO	QTY	DESCRIPTION
1	1	Toolbox 5 Tray
2	1	38mm Padlock with 3 Keys
3	1	Socket set Bi-hex 1/2inch Drive 6mm to 22mm (Gedore)
4	1	Caliper Vernier 150mm Mitutoyo
5	1	Allen Keys Hex 1.5mm to 10mm (AMR)
6	1	Allen Keys Hex 1/16 To 3/8 (AMR)
7	1	Allen Key Hex 7/32 (AMR)
8	1	Tape Measure Rubber case 5m
9	1	Steel Rule 300mm
10	1	Scriber Engineers 190mm (GROZZ)
11	1	Plier Combination 200mm
12	1	Plier Circlip Inside 160mm
13	1	Plier Circlip Outside 160mm
14	1	Plier Waterpump Curved Jaw 250mm
14	1	Utility Knife Retractable blade
16	1	Hacksaw Eclipse 300mm
17	1	Hammer Ballpein 750gr
18	1	Engineers Square 100mm Precision Knife Edge Square
19	1	Screwdriver Blackpoint 3.5 x 75mm (WERA)
20	1	Screwdriver Blackpoint 4 x 100mm (WERA)
21	1	Screwdriver Blackpoint 5.5 x 150mm (WERA)



22	1	Screwdriver Blackpoint 8 x 200mm (WERA)
23	1	Screwdriver Blackpoint PH NO1 x 80mm (WERA)
24	1	Screwdriver Blackpoint PH NO2 x 150mm (WERA)
25	1	Screwdriver Blackpoint POZZI NO2 x 100mm (WERA)
26	1	Spanner Combination 6mm (GEDORE)
27	1	Spanner Combination 7mm (GEDORE)
28	1	Spanner Combination 8mm (GEDORE)
29	1	Spanner Combination 9mm (GEDORE)
30	1	Spanner Combination 10mm (GEDORE)
31	1	Spanner Combination 11mm (GEDORE)
32	1	Spanner Combination 12mm (GEDORE)
33	1	Spanner Combination 13mm (GEDORE)
34	1	Spanner Combination 14mm (GEDORE)
35	1	Spanner Combination 15mm (GEDORE)
36	1	Spanner Combination 16mm (GEDORE)
37	1	Spanner Combination 17mm (GEDORE)
38	1	Spanner Combination 18mm (GEDORE)
39	1	Spanner Combination 19mm (GEDORE)
40	1	Spanner Combination 20mm (GEDORE)
41	1	Spanner Combination 21mm (GEDORE)
42	1	Spanner Combination 22mm (GEDORE)
43	1	Spanner Combination 23mm (GEDORE)
44	1	Spanner Combination 24mm (GEDORE)
45	1	File Flat 150mm Smooth Cut
46	1	File Triangle 150mm 2nd Cut
47	1	File Half Round 150mm 2nd Cut
48	3	Small Plastic File Handle
49	1	File Flat 300mm Smooth Cut
50	1	File Flat 300mm 2nd Cut
51	1	File Flat 300mm Bastard Cut
52	3	Large Plastic File Handle
53	1	Centre Punch 150mm (GROZZ)
54	1	Pin Punch Set 2-10mm 7pc (GROZZ)
55	1	Divader Spring 150mm (GROZZ)
56	1	Plier Long Nose 150mm
57	1	Side Cutter Plier 150mm
58	1	Plier Vise Grip 250mm
59	1	Shifting Spanner 250mm
60	1	File Brush
61	1	Dead Blow Hammer 520G
62	1	Zeus Data Book
63	1	Protractor with Depth Gauge
64	1	Thread Pitch Gauges metric 0.25-6mm Whitworth 62-4TPI
65	1	Radius Gauges 1-7mm radius



66	1	Screw Cutting Gauge
67	1	Machine Brush 50mm (Good Quality) Paint Brush
68	1	Cold Chisel 160mm x 16mm
69	1	Needle File Set 160mm Set of 6 2nd Cut

AIRCRAFT AVIONICIAN TOOLBOX		
QTY: 60 complete toolboxes		
NO	QTY	Description
1	1	Toolbox Lockable with 5 Trays MTS tb122b (Max Dimensions: Width 210mm x Height 250mm)
2	1	Padlock c/w 2 Keys
3	1	Rule Steel 300mm TQA
4	1	Measuring Tape 5m Freeman
5	1	Socket Set 13pc 6-22mm TQA
6	1	Spanner Set 6-24mm 19pc TQA
7	1	Screw Driver Set 6pc (3 flat, 3 star 0,1,2) WERA
8	1	Plier Combination. 200mm TQA
9	1	Plier Side Cutter 200mm TQA
10	1	Knife Utility Rubber Grip TQA
11	1	Allenkey Set 7pc Metric raco
12	1	Junior Hacksaw Frame Pistol Grip Magicut
13	1	Screwdriver Jeweller Precision 7pc set Make:Kennedy- P/N:KEN 5729090K
14	1	Fluke 17B+ Multi-Meter with Capacitance and Frequency Measurement Functions.
15	2	Spare Fuse for Fluke 17B+ Multi-Meter (FLU44/100A).
16	1	Magnum 220v/60w Adjustable Soldering Iron - Make:Magnum-p/n:sm1220
17	1	Soldering Iron Stand for the Magnum – Make: ZD-10A or Similar
18	1	Bread Board - Make: LL21B 1380 tie points
19	2	Scope probe (X1/X10) - Make: LF190E 60mhz (Test & measurement instruments)
20	2	BNC to Banana adaptor - Make: EIE-P/N:K215
21	1	CK Classic Snipe Nose Pliers CK3777 (Suggested Supplier Christensen Tools)
22	2 SETS	Flexy Jump Wire 0.6mm Plugs 100mm 10pcs AD202 (Suggested supplier Electronics 123)
23	1	Electronic Tweezer Sharp Nose Cross Pattern - Make: rct- p/n:rct1425- 150mm
24	1	CK Automatic Wire Stripper CK495001 (Suggested Supplier Christensen Tools)
25	1	CK Classic Side Cutters CK 3774 (Suggested Supplier Christensen Tools)
26	1	Solderwick 5M ROLL - Make: chemwick-P/N:CHEM 105L



27	1	Oryx SRY Series De-Soldering Tools #No:- SR3AS (Suggested Supplier Christensen Tools)
----	---	--

MILLWRIGHT/ELECTRICIAN TOOLBOX		
QTY: 60 complete toolboxes		
NO	QTY	Description
1	1	Toolbox Lockable with 5 trays mts tb122b (Max Dimensions: Width 210mm x Height 250mm)
2	1	Padlock c/w 2 Keys
3	1	Hacksaw 300mm TQA
4	1	Rule Steel 300mm TQA
5	1	Square Engineer 150mm TQA
6	1	Scriber Steel 190mm TQA
7	1	Vernier TQA 150mm Analogue 0,05mm
8	1	File Flat 150mm 2nd Cut with Handle TQA
9	1	File Flat 300mm Smooth with Handle TQA
10	1	File Flat 300mm 2nd Cut with Handle TQA
11	1	File Flat 300mm Bastard with Handle TQA
12	1	File Half Round 300mm 2nd Cut with Handle TQA
13	1	File Round 300mm 2nd Cut with Handle TQA
14	1	Socket Set 13pc 8-22mm TQA
15	1	Spanner Set 6-24mm 19pc TQA
16	1	Screwdriver Set 6pc Wera
17	1	Panel Driver 10mm
18	1	Plier Round Nose 160mm TQA
19	1	Plier Bent Nose Kennedy
20	1	Tape 5m Freeman
21	1	Plier Comb. 200mm TQA
22	1	Plier Side Cutter 200mm TQA
23	1	Plier Water Pump 250mm TQA
24	1	Major-Tech Wire Stripper Model: WS1032
25	1	Hammer Ball Pein 220g TQA
26	1	Knife Utility Rubber Grip TQA
27	1	Allenkey Set 7pc Metric Raco
28	1	Allenkey Set 7pc Imperial Raco
29	1	Small Allen Keys 1,5t-Handle Raco
30	1	Junior Hacksaw Frame Pistol Grip Magicut
31	1	Screwdriver Jeweller Precision 7pc set Make:Kennedy- P/N:KEN 5729090K
32	1	Fluke 17B+ Multi-Meter with Capacitance and Frequency Measurement Functions.
33	2	Spare Fuse for Fluke 17B+ Multi-Meter (FLU44/100A).
34	1	Magnum 220v/60w Adjustable Soldering Iron - Make:Magnum-p/n:sm1220

35	1	Soldering Iron Stand for the Magnum – Make: ZD-10A or Similar
36	1	Bread Board - Make: LL21B 1380 tie points
37	2	Scope probe (X1/X10) - Make: LF190E 60mhz (Test & measurement instruments)
38	2	BNC to Banana adaptor - Make: EIE-P/N:K215
39	1	CK Classic Snipe Nose Pliers CK3777 (Suggested Supplier Christensen Tools)
40	2 SETS	Flexy Jump Wire 0.6mm Plugs 100mm 10pcs AD202 (Suggested supplier Electronics 123)
41	1	Electronic Tweezer Sharp Nose Cross Pattern - Make: rct-p/n:rct1425- 150mm
42	1	CK Automatic Wire Stripper CK495001 (Suggested Supplier Christensen Tools)
43	1	CK Classic Side Cutters CK 3774 (Suggested Supplier Christensen Tools)
44	1	Solderwick 5M ROLL - Make: chemwick-P/N:CHEM 105L
45	1	Oryx SRY Series De-Soldering Tools #No:- SR3AS (Suggested Supplier Christensen Tools)

ELECTRIC/ELECTRONIC HAND TOOLS TOOLBOX		
QTY: 30 complete toolboxes		
NO	QTY	Description
1	1	Toolbox Lockable with 5 trays mts tb122b (Max Dimensions: Width 210mm x Height 250mm)
2	1	Padlock c/w 2 Keys
3	1	Hacksaw 300mm TQA
4	1	Square Engineer 150mm TQA
5	1	Scriber Steel 190mm TQA
6	1	Vernier 150mm Analogue 0,05mm TQA
7	1	File Flat 150mm 2nd Cut with Handle TQA
8	1	File Flat 300mm Smooth with Handle TQA
9	1	File Flat 300mm 2nd Cut with Handle TQA
10	1	File Flat 300mm Bastard with Handle TQA
11	1	Hammer Ball Pein 220g TQA
12	1	Tap Handle for m6 Taps
13	1	Tap Handle for m8 Taps
14	2	Tap Set m6 x 1mm
15	2	Tap Set m8 x 1.25mm
16	5	Drill 5mm HSS
17	5	Drill 6.75mm HSS
18	4	Drill 13mm HSS
19	1	7 Piece Cold Steel Chisel Set
20	1	Hammer Ball Pein 24oz TQA



21	1	Centre Punch (90°)
22	1	Prick Punch (60°)

ANNEXURE B: GENERAL CONDITIONS OF PURCHASE – DENEL AVIATION

GENERAL CONDITIONS OF PURCHASE

1. Definitions in these General Conditions of Purchase shall have the following meanings assigned to them, unless inconsistent with or otherwise expressly indicated by the context:

1. Definitions

1.1 The Buyer – Denel SOC Ltd t/Denel Aviation.

1.2 The Supplier - The organization which or persons who undertake to execute The Order referred to herein.

1.3 The Order - The agreement between The Buyer and The Supplier to which these conditions apply.

1.4 Goods - Any work, equipment, machinery, tools, materials or anything of whatsoever nature to be supplied by The Supplier in terms of The Order.

2. Order contains all the conditions of the contract

The Order and the tender on which The Order is based and specified conditions contained in documents referred to herein shall form the only conditions between The Buyer and The Supplier, except if amended or added to in writing and signed by The Buyer and The Supplier and shall be binding though these terms may vary from the standard terms of The Supplier.

3. Head notes

Head notes over the paragraph in these General Conditions of Purchase are for the sake of convenience and do not affect the interpretation thereof.

4. Acceptance of the order

Dispatch of Goods against The Order or no comments having been received upon any aspect of The Order within a period of 10 (ten) days from the date of The Order shall be deemed to constitute acceptance by The Supplier of the conditions thereof.

5. Secrecy

The Supplier undertakes to keep the contents of The Order strictly confidential and not to disclose any details thereof without the written consent of The Buyer.

6. Prices

6.1 Prices shall be considered firm and shall include delivery to The Buyer's Stores, unless otherwise specified in The Order.

6.2 If prices are subject to escalation, such escalation shall be calculated on the basis set out in The Suppliers quotation, and as may have been accepted by The Buyer, should the basis not have been agreed upon prior to the issue of The Order, documentary proof of all escalations shall be furnished by The Supplier to The Buyer.

6.3 Should the Order be issued on a Price to be Advised, Estimated Price, Price Subject to Adjustment or any other similar basis, it shall be a condition of The Order that The Buyer shall be advised of details of the proposed price prior to The Supplier tendering his invoice. The Buyer may demand, before payment is made, that the price computation be substantiated by documentary evidence.

6.4 Goods sold by weight are purchased at nett weight only. The Supplier shall state the gross and nett weights on his waybills or delivery notes and invoices.

7. Terms of payment

Subject to The Supplier carrying out all his obligations in terms of this order, and unless other arrangements have been specifically agreed upon,

The Buyer shall, for Goods delivered to its stores and accepted by same, pay for such Goods, 40 (forty) days from receipt of The Supplier's month- end statement, unless otherwise specified in The Order.

8. Jigs, tools, templates, etc.



Unless otherwise agreed, all jigs, tools, templates and similar equipment which may be necessary for the execution of The Order shall on completion or cancellation of The Order become the property of The Buyer if The Buyer has paid therefor, and in such event the said equipment shall be delivered in good order at the premises of The Buyer by The Supplier, properly marked with The Order and the relevant code number as supplied by The Buyer for the finished items. The onus of establishing that the cost of such equipment has not been included in the price shall remain with The Supplier.

9. Delivery

9.1 Time of delivery by The Supplier as specified in The Order is a specific condition of The Order and of the essence thereof.

9.2 The Buyer reserves the right to cancel and annul The Order entirely or partly without reference to The Supplier irrespective of the period which may have elapsed from the delivery date stipulated on The Order to the date of such cancellation, free of penalty and without prejudice to any other rights under The Order if Goods covered by The Order are not delivered prior to or on the delivery date stipulated in The Order, in which event The Buyer shall in its own discretion be entitled to recover any and all losses or damages suffered.

9.3 The Buyer reserves the right from time to time to amend the delivery date originally specified in The Order provided that the delivery period shall not be shortened without the written consent of The Supplier.

9.4 Goods shall be received by The Buyer on:

Monday to Thursday: between 8:00 am and 4:00 pm

Friday: between 8:00 am and 1:00 pm

Any delivery of Goods outside these specified times must be specially arranged.

Deliveries to be made to Denel Aviation, Goods Receiving, E1 Building, Bonaero Park, Kempton Park, Gauteng, Republic of South Africa

10. Risk

The Supplier shall be responsible for all loss and/or damage to the Goods from whatever cause arising, until transfer of ownership thereof to The Buyer. The Supplier shall make all claims in respect of such loss and/or damage and for this purpose The Buyer will if necessary give The Supplier cession of action.

11. Documentation and marking

11.1 Every container delivered shall-

11.1.1 Be clearly marked with The Buyers order and item number and The Suppliers name.

11.1.2 Contain a packing slip showing the name of The Supplier, The Buyer's order and item number and a detailed listing of the contents of the case.

11.1.3 Be accompanied by a waybill which shall reflect The Supplier's name, The Buyer's order number and the Goods delivered.

11.2 Invoices in duplicate quoting The Buyer's order number shall be furnished by The Supplier to The Buyer marked For Attention Financial Manager within 7 (seven) days from the date of delivery of the Goods.

11.3 Invoices shall not be used as delivery notes or as waybills.

12. Inspection

All Goods shall during the course of manufacture, on completion, or on receipt by The Buyer be subject to inspection and rejection if found to be not in accordance with the specifications of The Buyer's representatives. Any equipment necessary for inspection at The Supplier's works shall be furnished by The Supplier at his own cost.

13. Specifications

13.1 Goods delivered to The Buyer shall be in accordance with The Order and shall be to The Buyer's entire satisfaction.

13.2 If the Goods do not comply with these requirements The Buyer shall have the right:

13.2.1 to call upon The Supplier to make good any defects in workmanship and material within a specified period at the cost of The Supplier, or

13.2.2 to refuse to take delivery or having taken delivery to reject the Goods and recover from The Supplier all costs and damages sustained by The Buyer arising from The Supplier's breach of conditions and



13.2.3 to purchase Goods of the specified quality in the open market, in which case the excess between the price so paid and the prices agreed to in terms of The Order, shall be payable by The Supplier of the Goods refused and/or rejected. Such differences shall be debited to the account of The Supplier.

14. Guarantee

The Supplier guarantees the Goods delivered to be as specified in The Order and against defects in workmanship and material for a period of 12 (twelve) months from the date of delivery to The Buyer unless a longer period of guarantee is specifically or by implication made applicable in which event such longer period of guarantee shall apply.

15. Cancellation of order

15.1 The Buyer reserves the right to cancel The Order by notice in writing without furnishing any reasons therefore, and in the event that The Supplier is not in default, The Buyer shall be liable only for payment in respect of:

15.1.1 Goods completed at the date of such notice at prices specified in the order;

15.1.2 Work in progress at prices to be agreed upon but such prices shall in no instance exceed a pro rata proportion of the cost of the items as specified in The Order;

15.1.3 Raw materials which have been ordered by The Supplier for this particular order, at ruling market prices, provided that such raw materials shall be delivered to The Buyer;

15.1.4 The reasonable cost of any special equipment such as jigs, tools and templates which cannot be utilized in the normal day to day working process carried out by The Supplier, provided that such equipment is delivered to The Buyer and only to the extent that the cost thereof has not already been paid for by The Buyer.

15.2 Without prejudice to the rights of The Buyer herein before set out, it is agreed that if The Supplier should commit any breach of the provisions of The Order or should any Goods be defective in any way and be rejected, The Buyer shall be entitled to cancel The Order and annul the contract without incurring any liability for resultant damages which The Supplier may suffer and The Buyer shall under no circumstances be responsible for loss of profits arising from the cancellation or annulment of The Order.

16. Release certificate

16.1 Should it be a condition of The Order, The Supplier shall furnish to The Buyer Test and Clearance Certificates in duplicate certifying that the Goods have been manufactured, tested and inspected and conform to the full requirements of the drawings and/or specifications relevant thereto and as stated on The Order.

16.2 Failure on the part of The Supplier to furnish the aforementioned certificates simultaneously with the delivery of the Goods may result in payment being withheld until receipt of the Certificates by The Buyer.

16.3 In addition the Release Certificate shall certify that the raw materials and/or parts used in manufacturing the Goods were obtained from approved sources of manufacture and are supported by Release Certificates.

17. Containers

In the event of containers being returnable, this shall be specifically stated by The Supplier on his waybills or delivery notes. All such containers shall be returned to The Supplier at The Suppliers expense.

18. Additional charges or increased prices

Unless stipulated to the contrary in The Order, no additional charges of whatsoever nature shall be accepted by The Buyer unless The Supplier has obtained The Buyer's acceptance in writing of such additional charges prior to the execution of The Order. Failure to obtain such prior approval shall entitle The Buyer to pay on the basis of the original prices contained in The Order.

19. Variations and modifications to the order

An authorized official of The Buyer or his duly authorized representative shall mean only the Chief Executive Officer, the Supply Chain Manager or authorized buyers of The Buyer, and shall be the only authorised representative which could approve any amendments to an order.

20. Liquidation

In the event of a final or provisional order of liquidation against The Supplier or in the event of The Supplier going into judicial management The Buyer shall forthwith be entitled at its option to cancel The



Order without prejudice to its rights and reclaim all costs which it has incurred as a result of such cancellation and shall not be liable for any costs or expenses after the date of cancellation.

21. Cession of contract

The Supplier shall not cede, assign or transfer this order or any portion thereof or any rights arising therefrom, to any third party without the written consent of The Buyer first having been had and obtained thereto and which consent may be refused at the discretion of The Buyer and without furnishing any reasons therefor.

22. Correspondence

All other correspondence relating to this order shall be addressed under reference of The Order number to: The Manager Procurement & Compliance, Denel Aviation, P.O. Box 7246, Bonaero Park, 1622, Republic of South Africa.

23. Identity document

It is a condition of this order that The Supplier's personnel must be in possession of a state-issued identity document when delivering or collecting Goods which necessitates passing through any security gate to gain access to The Buyer's premises.

-compliance with this condition, and any delays in delivery or collection of Goods caused by such non-compliance and resulting in a delay or delays in the performance of The Supplier's obligations shall be deemed to be a breach of the terms and conditions to this order.

24. Requirement: export permits/licenses

If any article that will be delivered under orders placed by The Buyer is of USA origin, and is subject to conditions of a USA export permit/licence, The Buyer must be informed accordingly in writing, and The Supplier must forward a copy of such export permit/licence with the delivery note and invoice to The Buyer.

25. Access

The Supplier must make access available to the supplier premises for The Buyer or his authorized representative after reasonable notification.

26. Shelf life requirements

All materials that are subject to shelf life to have a minimum of 75% of residual shelf life left at time of delivery.

27. RSA Legislation

It is imperative that the Supplier notifies the Buyer 14 days prior to shipment of order number, part number and quantity for military or dual purpose aircraft parts to be shipped, as the South African Government's Arms Control legislation requires the Buyer to obtain an import permit for same. Failure to adhere to this instruction could lead to the confiscation of the shipment by the Authorities and severe penalties for Denel Aviation.

ADDITIONAL TERMS AND CONDITIONS (IF APPLICABLE AND INCORPORATED ON THE FACE OF THE ORDER)

1. Price basis

Prices quoted are firm.

2. Mode of shipment: Airfreight via The Buyer's international freight forwarders, which Are for:

2.1. Packages less than 17kg's, FEDEX are to be used, and the global account no is: 295013478

2.2. For packages above 17kg's: BIDVEST PANALPINA LOGISTICS are to be used.

Contact persons are:

Bidvest Panalpina Logistics (Acting as Agent)

3. Clearing agent

The Buyer's clearing agent: BIDVEST PANALPINA LOGISTICS, 20 Wrench Road, Isando 1609, and South Africa.

Tel: +27 11 570 6000; Fax: +27 11 570 6407

4. Certificate of conformance

A Certificate of Conformance, issued by the manufacturer, has to be supplied for the Goods at time of delivery.



Should alternative Goods be offered for acceptance, the manufacturer's certificate will specifically state the equivalence? Part numbers to be clearly marked on all Goods supplied for identification purposes. Failing to comply with this request will lead to the rejection of the subject Goods.

ADDITIONAL TERMS AND CONDITIONS (IF APPLICABLE AND INCORPORATED ON THE FACE OF THE ORDER)

1. Price basis

Prices quoted are subject to exchange rate variation as stipulated below.

2. Rate of exchange variation.....% of the value indicated on this order is based on an exchange rate of R1.00 = Against which payment will be made.

Note: All rate of exchange variations to be invoiced separately and substantiated by means of documentary proof within 40 (forty) days after delivery and acceptance of Goods unless otherwise specified in The Order. Failure to comply with this request will result in claims not being entertained. The following documentary proof is required to ensure payment: The relevant principal's invoice together with documentary evidence from your bankers showing when foreign currency was transferred and the exchange rate at which it was remitted.

3. Mode of shipment: Airfreight via The Buyer's international freight forwarders, which are for:

3.1. France: Galax'air, b.p. 10262, 95704 Roissy cedex. Tel: (1)48 62 41 07 Bp. Fax: (1)48 62 43 48.

3.2. The rest of the world: Deugro International, 3 Victory Way, Heston, Hounslow, Middlesex TW5 9NS. Tel: 0944-208-813-6644. Fax: 0944-208-813-6328.

4. Customs clearing

After dispatch of the Goods, The Supplier has to obtain a set of commercial invoices, airway bills, packing and flight details and forward these to its clearing agent. The Buyer however recommends that The Supplier makes use of The Buyer's agent: BIDVEST PANALPINA LOGISTICS, 20 Wrench Road, Isando 1609, and South Africa.

Tel: +27 11 570 6000; Fax: +27 11 570 6407

5. Additional costs

Freight, packing, handling fees and any surcharge that may be applicable to this order must be invoiced separately and be substantiated by documentary proof.

6. Payment conditions

40 (forty) days after receipt of The Supplier's month-end statement unless otherwise specified in The Order.

7. Certificate of conformance

A certificate of conformance, issued by the manufacturer, has to be supplied with the Goods at time of delivery. Should alternative Goods be offered for acceptance, the manufacturer's certificate will specifically state the equivalence? Part numbers to be clearly marked on all Goods supplied for identification purposes. Failing to comply with this request will lead to the rejection of the subject Goods.



ANNEXURE C

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document 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



- 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.

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.

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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder