

## INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE  
DENEL VEHICLE SYSTEMS

<b>RFB NUMBER:</b>	<b>DVS013- 2018/19</b>
<b>CLOSING DATE:</b>	<b>16 AUGUST 2018</b>
<b>CLOSING TIME:</b>	<b>11:00 AM</b>
<b>COMPULSORY BRIEFING SESSION:</b>	<b>06 AUGUST 2018</b>
<b>BRIEFING TIME:</b>	<b>11:00 AM</b>
<b>BRIEFING VENUE:</b>	<b>WATERBOK BOARDROOM, 12 BARNESLEY ROAD, BENONI INDUSTRIAL SITES, BENONI</b>
<b>BID VALIDITY PERIOD:</b>	<b>120 days (commencing from the RFB Closing Date)</b>
<b>DESCRIPTION OF BID:</b>	<b>DISPOSAL OF SELLABLE MATERIAL</b>
<b>BID DOCUMENTS DELIVERY ADDRESS</b>	<b>12 BARNESLEY ROAD, BENONI INDUSTRIAL SITES, BENONI, JOHANNESBURG</b>  <b>OR</b>  <b>PRIVATE BAG X049 BENONI,1500, SOUTH AFRICA</b>
<b>ENQUIRIES</b>	<a href="mailto:Tenders-GR.Responses@lssa.co.za">Tenders-GR.Responses@lssa.co.za</a>
<b>For Attention:</b>	<b>THE SCM MANAGER</b>
<b>NB: Bidders must ensure that they sign the register at the reception when submitting the bids.</b>	

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF DVS GEAR RATIO

**BID NUMBER:** DVS013-2018/19  
**CLOSING DATE:** 16 AUGUST 2018  
**TIME:** 11:00 AM

**DESCRIPTION:** DISPOSAL OF SELLABLE ASSETS

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

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

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

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

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

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

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

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

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

**Department:** Denel Vehicle System Supply Chain  
**Contact Person:** Edith Mmachaka  
**Tel:** 011 747 3545  
**E-mail address:** [Tenders-GR.Responses@lssa.co.za](mailto:Tenders-GR.Responses@lssa.co.za)

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

NAME OF BIDDER .....

POSTAL ADDRESS .....

STREET ADDRESS .....

TELEPHONE NUMBER .....

CELLPHONE NUMBER .....

FACSIMILE NUMBER .....

E-MAIL ADDRESS .....

VAT REGISTRATION NUMBER .....

SIGNATURE OF BIDDER .....

DATE .....

CAPACITY UNDER WHICH THIS BID IS SIGNED .....

# INSTRUCTIONS TO BIDDER

## 1 Confidential information disclosure notice

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

## 2 Introduction

### 2.1 Purpose

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

### 2.2 Objectives

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

### 2.3 Queries

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

Name	Type of Query	Email address
SCM Manager	Bid Queries	<a href="mailto:Tenders-GR.Responses@lssa.co.za">Tenders-GR.Responses@lssa.co.za</a>

Enquiries should reference specific paragraph numbers, where appropriate.

All questions/ enquiries must be forwarded in writing not later than **08 August 2018 at 11h00**. Questions/enquiries received after 11h00 on **08 August 2018** will not be considered.

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

## 2.4 **Bid Documents**

Bids must be **hand delivered or (if couriered) reach to DVS** by no later than **11h00 on 16 August 2018**.

- 2.4.1 Bid documents must contain **one original document, initialled on each page, and signed where required**.

## **3 General rules and instructions**

### **3.1 Confidentiality**

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

### **3.2 News and press releases**

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

### **3.3 Precedence of documents**

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

### **3.4 Preferential Procurement Reform**

- 3.4.1 DVS supports Black Economic Empowerment as an essential ingredient of its business. In accordance with government policy, DVS insists that the private sector demonstrates its commitment and track record to Black Economic Empowerment in the areas of ownership (shareholding), skills transfer, employment equity and procurement practices (SMME Development) etc.
- 3.4.2 DVS shall apply the principles of the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) with its Preferential Procurement Regulation 2011 to this proposal.

### **3.5 Security clearances**

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

### **3.6 Occupational Injuries and Diseases Act 13 of 1993**

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

### **3.7 Instructions for submitting a proposal**

3.7.1 One (1) original, of the Bid shall be submitted on the date of closure of the Bid.

3.7.1.1 The original copy must be signed in black ink by an authorised employee, agent or representative of the bidder and each and every page of the proposal shall contain the initials of same signatories.

3.7.2 Bidders shall submit proposal responses in accordance with the prescribed manner of submissions as specified above.

3.7.3 Bid must be submitted in a prescribed response format herewith reflected as **Response Format**, and be sealed in an envelope. The envelope must be marked clearly (on the outside) with the Bid Number and be addressed to **The SCM Manager**.

3.7.4 Bid must be submitted on or before **16 August 2018 not later than 11h00**. The bids must be dropped in the tender box at the **DVS Offices; 12 Barnsley Street, Benoni Industrial Site, Benoni**; DVS receives a lot of correspondence on a daily basis. Bidders are therefore urged to ensure that they clearly mark their bids with the Bid Number; register their bids and sign the register that will be provided at the reception. Failure to sign the register will lead to the bid being disqualified. Failure to submitted sealed bids could result to disqualification of bids. The onus is on the bidder to ensure that their bids get registered in the bids received register. Bidders must advise their courier companies of this instruction.

3.7.5 All Bids in this regard shall only be accepted if they have been registered on the bids received register before or on the closing date and stipulated time.

3.7.6 Bids received after the time stipulated shall not be considered.

3.7.7 Bid responses sent by courier must reach this office at least **36 hours** before the closing date to be registered on the bids received register. Failure to comply with this requirement shall result in your proposal being treated as a "late proposal" and shall not be entertained. Such proposal shall be returned to the respective Bidders.

3.7.8 **No proposal shall be accepted by DVS if submitted in any manner other than as prescribed above.**

## **4 Reasons for disqualification**

4.1.1 DVS reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder shall be notified in writing of such disqualification:

4.1.2 Bidders who submitted incomplete information and documentation according to the requirements of this RFB;

4.1.3 Bidders who received information not available to other bidders through fraudulent means;

- 4.1.4 Bidders who made false declarations on the Standard Bidding Documents, or misrepresent facts; and/or
- 4.1.5 Bidders who are listed on the National Treasury's database of restricted suppliers

## **5 Closing of Bid**

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

## **6 Bid preparation**

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

## **7 Oral presentations and briefing sessions**

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



**ANNEXURE A**

**TERMS OF REFERENCE (TOR)**

**1. BACKGROUND**

Denel Vehicle Systems (Pty), Ltd a subsidiary of Denel SOC (Pty) residing at 12 Barnsley Road, Benoni Industrial Sites intends to sell excess material to the highest bidder through the open tender process

**2. REQUIREMENTS**

2.1. To sell excess material to the highest bidder. Material is as per list in table A consisting of the following lots:

- Lot001 – Fasteners (21PS, 23IS, 22FG)
- Lot002 – Automotive (21PS, 23IS, 22FG)
- Lot003 – Electrical Automotive (21PS, 23IS, 22FG)
- Lot004 – Various items (21PS, 23IS, 22FG)

2.2. Specification

A Vendor is required to bid on material lists (lots) indicated below. A detailed material list is attached according to categories/lots identified in the table below.

**Table A**

<b>Area Description</b>	<b>Lot Description</b>
<b><u>21PS</u></b> 21PS Sellable Fasteners 21 PS Sellable Fasteners (Top 5 items) 21PS Sellable Automotive 21 PS Sellable Automotive (Top 5 items) 21PS Sellable Elec Automotive 21 PS Sellable Elec Automotive (Top 5 items) 21 PS Various items (Top 5 items)	Lot 001 – Low Value items Lot 001 - Top 5 High Value items Lot 002 – Low Value items Lot 002 - Top 5 High Value items Lot 003 – Low Value items Lot 003 - Top 5 High Value items Lot 004 - Top 5 High Value items
<b><u>23IS</u></b> 23IS Sellable Fasteners 23IS Sellable Fasteners (Top 5 items) 23IS Sellable Automotive 23IS Sellable Automotive (Top 5 items) 23IS Sellable Elec Automotive 23IS Sellable Elec Automotive (Top 5 items) 23IS Various items (Top 5 items)	Lot 001 – Low Value items Lot 001 - Top 5 High Value items Lot 002 – Low Value items Lot 002 - Top 5 High Value items Lot 003 – Low Value items Lot 003 - Top 5 High Value items Lot 004 - Top 5 High Value items
<b><u>22FG</u></b> 22FG Sellable Fasteners 22FG Sellable Fasteners (Top 5 items) 22FG Sellable Automotive 22FG Sellable Automotive (Top 5 items)  22FG Sellable Elec Automotive 22FG Sellable Elec Automotive (Top 5 items) 22FG Various items (Top 5 items)	Lot 001 – Low Value items Lot 001 - Top 5 High Value items Lot 002 – Low Value items Lot 002 - Top 5 High Value items Lot 003 – Low Value items Lot 003 - Top 5 High Value items Lot 004 - Top 5 High Value items

### 3. INFORMATION SESSION.

Interested vendors will be invited to a briefing session at DVS premises (12 Barnsley road, Benoni Industrial Site, 1500, South Africa) in order to peruse this material, assisting the vendor to submit a proposal. The sequence of events will be as below:

- An attendance register of will be completed on the day in order to obtain bidder's contact details (e.g. email, phone number, etc.).
- Clarification of the scope and tender rules
- A Warehouse walk about will be facilitated on that day, therefore bidders to provide their PPE (Dress code minimum requirement: at least leather shoes, no shot pants allowed & gloves for handling material)
- Each bidder will be required to sign a confidentiality agreement (since bidders will be allowed to take sample photos of material in question as per arrangement with security).

### 4. PERIOD / DURATION OF PROJECT / ASSIGNMENT

Once-off

### 5. PREFERENTIAL PROCUREMENT POINTS ALLOCATION

The Preferential Procurement Regulations points to be allocated to this tender is: **80/20**

### 6. EVALUATION CRITERIA

The tender will be primarily evaluated according to highest bidder price received. If the highest bidder fails to make payment within the stipulated period, the next highest bidder will selected and so on.

### 7. PRICING

The RFB will be evaluated in terms of the Preferential Procurement Regulations (2011). Bidders to provide a VAT inclusive pricing.

#### 7.1. PRICING SCHEDULE

Description	Price per lot offered (excl. VAT)	Price per lot offered (incl. VAT)
<b>Low Value Items</b>		
Lot001 – Fasteners (21PS, 23IS, 22FG)		
Lot002 – Automotive (21PS, 23IS, 22FG)		
Lot003 – Electrical Automotive (21PS, 23IS, 22FG)		
<b>High Value Items</b>		
Lot001 – Fasteners (Top 5) (21PS, 23IS, 22FG)		
Lot002 – Automotive (Top 5) (21PS, 23IS, 22FG)		
Lot003 – Electrical Automotive (Top 5) (21PS, 23IS, 22FG)		
Lot004 – Various items (Top 5) (21PS, 23IS, 22FG)		

**8. TECHNICAL REQUIREMENT:**

**8.1. REQUIREMENTS BACKGROUND:**

Denel Vehicle Systems (Pty), Ltd intends to sell excess material to the highest bidder through the open tender process. Material list are categorised as per list on table A (supporting detailed material list is attached) consisting of the following lots:

**8.2. SCOPE OF WORK**

- a. Lots will be sold as batch and complete. It will not be broken down.
- b. Full Payment must reflect in DVS bank account within a period of 14 days after award of tender and prior to release of any material (i.e. lots sold) for selected vendor(s)
- c. All Goods must be collected from the DVS premises within a period of 20 days after date of award. Should payment not be received timeously or collection does not take place, DVS reserves the right to cancel the transaction and charge the Selected Vendor a 7% tender cancellation fee that will be immediately payable upon cancellation. DVS may sell the goods to next qualifying vendor without following the tender process again
- d. Selected Vendor(s) must remove material at their own cost. DVS will assist with the packaging provided by vendor(s) during picking of material and loading to vendor's truck. The selected vendor must provide his/her manpower in order to pack as per vendor's requirement.
- e. The working condition of all material sold is not guaranteed (i.e. "Voet Stoots")
- f. DVS will not be required to provide any material Certificate of Conformance
- g. Selected vendor(s) will be required to provide their own packaging material (e.g. bulk packaging, pallets, crates, etc.). DVS will not provide any preservation for this material
- h. Selected vendor(s) must adhere to safety requirements (e.g. PPEs', SHERA induction, etc.)
- i. Bidding vendors must provide all necessary documents required by DVS supply chain.
- j. DVS will provide banking details and a manual VAT invoice to the winning bidder

**BIDDER ACKNOWLEDGING SCOPE OF WORK & ACCEPTANCE**

- a. Signature: \_\_\_\_\_  
Date
- b. Signature: \_\_\_\_\_  
Date
- c. Signature: \_\_\_\_\_  
Date
- d. Signature: \_\_\_\_\_  
Date
- e. Signature: \_\_\_\_\_  
Date
- f. Signature: \_\_\_\_\_  
Date
- g. Signature: \_\_\_\_\_  
Date
- h. Signature: \_\_\_\_\_  
Date
- i. Signature: \_\_\_\_\_  
Date
- j. Signature: \_\_\_\_\_  
Date

<p>k. Winning bidder will required to provide a letter of good standing and Company registration details for verification.</p> <p>l. VAT will be added to the sales invoice</p>	<p>k. Signature: _____ Date</p> <p>l. Signature: _____ Date</p>
<p><b>8.3. EXPECTED OUTPUTS AND OUTCOMES:</b></p> <p>A successful sale/letting off of excess material</p>	
<p><b>8.4. TIME FRAME:</b></p> <p>The tender will be advertised for 21 days on in the Treasury e-tender portal.</p> <p><b>Compulsory Site Meeting Date and address:</b> 06 August 2018 at 11:00 Denel Vehicle Systems Premises, Waterbok Boardroom, 12 Barnsley Road, Benoni.</p> <p>Time to remove purchase material from DVS site: within 10 working days (after payments reflects in DVS account)</p>	

## 8. Evaluation Phases

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

### 9. Phase One (01): Mandatory / Minimum Requirements

#### Screening/admin compliance:

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

- Bid forms must be properly received on the bid closing date and time specified on the invitation, fully completed, dated and signed in ink.
- Bid forms must be properly fully completed, dated, signed in ink and initial every page of the bid.
- Submission of the bid document must be binded and is without tearing any pages off.
- Invitation to Bid (SBD 1) must be fully completed,
- Submission of fully completed SBD 4 (Declaration of Interest),
- Submission of fully completed SBD8 (Declaration of Bidders Past SCM Practice),
- Submission of fully completed SBD9 (Certificate of Independent Bid Determination),
- Familiarise yourself and Initial every page of the General Condition of Contract

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

**DECLARATION OF INTEREST**

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

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

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

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):  
.....

2.4 Company Registration Number: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

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

<sup>1</sup>“State” means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

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

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

Any other particulars:  
.....  
.....  
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

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

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

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

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

2.8 Did you or your spouse, or any of the company’s directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:  
.....  
.....  
.....

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

2.9.1 If so, furnish particulars.  
.....  
.....  
.....

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

2.10.1 If so, furnish particulars.  
.....  
.....  
.....

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

2.11.1 If so, furnish particulars:  
.....  
.....  
.....

**3 Full details of directors / trustees / members / shareholders.**

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

**4 DECLARATION**

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>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?</p> <p><b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b></p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	<p>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?</p>	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**

.....  
**Position**

.....  
**Name of Bidder**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_ (Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_ (Name of Institution)

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

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

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

The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.

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

- (a) Prices;
  - (b) Geographical area where product or service will be rendered (market allocation)
  - (c) Methods, factors or formulas used to calculate prices;
  - (d) The intention or decision to submit or not to submit, a bid;
  - (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) Bidding with the intention not to win the bid.
6. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
  7. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
  8. Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

9. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**PRICING SCHEDULE – ANNEXURE B**

<b>ITEM DESCRIPTION</b>	<b>UNIT COST</b>	<b>PRICE EXCL VAT</b>
<b>ADDITIONAL COST</b>		
<b>TOTAL EXCL VAT</b>		
<b>VAT</b>		
<b>TOTAL INCL VAT</b>		

## **ANNEX B: GENERAL CONDITIONS OF CONTRACT**

### **PLEASE INITIAL EACH PAGE OF THE GENERAL CONDITIONS OF CONTRACT**

#### **General conditions of bid and conditions of contract**

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

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

1.

This bid is subject to the General Conditions of Contract stipulated below.	<b>Accept</b>	<b>Do not accept</b>

2.

The laws of the Republic of South Africa shall govern this RFB and the bidders hereby accept that the courts of the Republic of South Africa shall have the jurisdiction.	<b>Accept</b>	<b>Do not accept</b>

3.

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

4.

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

5.

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

6.

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

7.

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

8.

Where applicable, bidders who are distributors, resellers and installers of network equipment are required to submit back-to-back agreements and service level agreements with their principals.	<b>Accept</b>	<b>Do not accept</b>

9.

By submitting a proposal in response to this RFB, the bidders accept the evaluation criteria as it stands.	<b>Accept</b>	<b>Do not accept</b>

10.

Where applicable, DVS reserves the right to run benchmarks on the requirements equipment during the evaluation and after the evaluation.	<b>Accept</b>	<b>Do not accept</b>

11.

DVS reserves the right to conduct a pre-award survey during the source selection process to evaluate contractors' capabilities to meet the requirements specified in the RFB and supporting documents.	<b>Accept</b>	<b>Do not accept</b>

12.

Only the solution commercially available at the proposal closing date shall be considered. No Bids for future solutions shall be accepted.	<b>Accept</b>	<b>Do not accept</b>

13.

<p>The bidder should not qualify the proposal with own conditions.</p> <p><b>Caution:</b> If the bidder does not specifically withdraw its own conditions of proposal when called upon to do so, the proposal response shall be declared invalid.</p>	<b>Accept</b>	<b>Do not accept</b>

14.

<p>Should the bidder withdraw the proposal before the proposal validity period expires, DVS reserves the right to recover any additional expense incurred by DVS having to accept any less favourable proposal or the additional expenditure incurred by DVS in the preparation of a new RFB and by the subsequent acceptance of any less favourable proposal.</p>	<b>Accept</b>	<b>Do not accept</b>

15.

<p>Delivery of and acceptance of correspondence between the DVS and the bidder sent by prepaid registered post (by air mail if appropriate) in a correctly addressed envelope to either party's postal address or address for service of legal documents shall be deemed to have been received and accepted after (2) two days from the date of postage to the South African Post Office Ltd.</p>	<b>Accept</b>	<b>Do not accept</b>

16.

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



17.

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

18.

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

19.

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

20.

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

21.

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

22.

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

23.

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

24.

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

25.

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

26.

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

27.

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

28.

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