



REQUEST FOR TENDER

IN ACCORDANCE WITH **PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000**
AND: PREFERENTIAL PROCUREMENT REGULATIONS 2017, THIS TENDER IS SUBJECT TO A
MANDATORY CRITERIA AS OUTLINED BELOW.

ONLY COMPANIES FALLING IN THE FOLLOWING CATEGORIES MAY RESPOND TO THIS RFT:

- **COMPANIES WITH A MINIMUM B-BBEE STATUS/ LEVEL OF 1.**
- **EXEMPTED MICRO ENTERPRISES (EME's) AND QUALIFYING SMALL ENTERPRISES (QSE's)**
- **COMPANIES WILLING TO SUBCONTRACT AT LEAST 30% OF THE VALUE OF THE CONTRACT TO A BLACK YOUTH OWNED COMPANY OR FORM A JOINT VENTURE WITH A BLACK YOUTH OWNED COMPANY IF THEY ARE NOT BLACK YOUTH OWNED**

| | |
|---|---|
| TENDER NUMBER: | 394/10/11//2017 |
| CLOSING DATE AND TIME: Submission of the tender | 19 th December 2017 at 12H00 precisely |
| CLOSING TIME: | 12H00 |
| CLOSING DATE AND TIME FOR TENDER | 19 th December 2017 at 12H00 noon |
| PERIOD FOR WHICH TENDERS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE: | 180 days (submissions must be valid for 180 days after the closing date) |
| DESCRIPTION OF TENDER: | PROVISION OF DESKTOPS, LAPTOPS, THIN CLIENTS, PROJECTORS AND TABLETS ON AN AS AND WHEN REQUIRED BASIS FOR THE DENEL SOC LTD (GROUP) FOR A PERIOD OF THREE (3) YEARS |
| TENDER DOCUMENTS DELIVERY ADDRESS: | Denel Denel Corporate Office (DCO) Nellmapius Drive Irene For Attention: Denel's Tender Office NB: Tenderers must ensure that they sign the register at DENEL when submitting the Tenders. |
| NAME OF TENDERER: | |
| CONTACT & NUMBER PERSON: | |
| EMAIL ADDRESS: | |

| | |
|--------------------------------------|--|
| TENDERER'S STAMP OR SIGNATURE | |
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PART A: INVITATION TO TENDER

TENDER NUMBER: 394/10/11/2017
CLOSING DATE: **19th December 2017 at 12H00 precisely**
CLOSING TIME: 12H00

DESCRIPTION:

REQUEST FOR PROPOSALS (RFT) FOR THE PROVISION OF DESKTOPS, LAPTOPS, THIN CLIENTS, PROJECTORS AND TABLETS ON AN AS AND WHEN REQUIRED BASIS FOR THE DENEL SOC LTD (GROUP) FOR A PERIOD OF THREE (3) YEARS

The successful Tenderer will be required to conclude a service level agreement with DENEL

Tenderers should ensure that tenders are delivered timeously and to the correct address (reflected on the cover page of this document). If the Tender is late, it will not be considered for evaluation.

The Tender box is open during office hours (09:00 – 15:00) Monday to Friday.

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

THIS TENDER IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (*Refer to annexure L*) AND, ALL SPECIAL CONDITIONS OF THIS RFT, WHICH ARE SET OUT IN PART C OF THIS DOCUMENT.

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

TENDERERS THAT ARE UNINCORPORATED 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 TENDERER AND EACH ENTITY IN CONSORTIUM: | |
| POSTAL ADDRESS: | |
| STREET ADDRESS: | |
| CONTACT PERSON (FULL NAME): | |
| EMAIL ADDRESS: | |
| TELEPHONE NUMBER: | |
| FAX NUMBER: | |

| | | | | |
|--|------------|--|-----------|--|
| TENDERDER REGISTRATION NUMBER OR REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM | | | | |
| TENDERDER VAT REGISTRATION NUMBER OR VAT REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM | | | | |
| TAX CLEARANCE CERTIFICATE SUBMITTED? | YES | | NO | |
| B - BBEE CERTIFICATE SUBMITTED? | 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 Tender Document

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

YES

NO

| | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | One original Tender (1) (hard copy) with four (4) copies (hard copies) - (clearly marked as original and copies); including an electronic copy. Each submission must be divided and enclosed into two separate envelopes, one (1) for Pre-screening and Technical Evaluation, and one (1) for Price and Preferential Points. |
| <input type="checkbox"/> | <input type="checkbox"/> | Part A: Invitation to Tender (with a signature of an authorised representative of the Tenderer) |
| <input type="checkbox"/> | <input type="checkbox"/> | Part C: Specifications, Conditions of tender and Undertakings by Tenderer (with a signature of an authorised representative of the Tenderer) |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure A: Price Proposal |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure B: Technical Proposal |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure C: SBD2 - Tax Clearance Certificate Requirement |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure D: Declaration of Interest |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure E: SBD6.1 and B-BBEE status level certificate |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure F: SBD8: Declaration of Tenderer's Past Supply Chain Practices |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure G: SBD9: Certificate of Independent Tender Determination |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure H: Certified copies of your CIPC company registration documents listing all members with percentages, in case of a close corporation |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure I: Certified copies of latest share certificates, in case of a company. |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure J (if applicable): A breakdown of how fees and work will be spread between members of the Tendering consortium. |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure K: Supporting documents to responses to Pre – screening process. |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure L: General Conditions of Contract |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure M: Supporting documents - CSD Registration Summary Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure N: Statement of work – detailed |

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

1. DEFINITIONS

In this Request for Proposals, 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 53, 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 **Companies Act** means the Companies Act, 2008 (Act No 71 of 2008);
- 1.6 **Compulsory Documents** means the list of compulsory schedules and documents set out in Part B.
- 1.7 **Closing date and time** means the date and time, specified as such under the clause 3 (Tender Timetable) in Part C, by which Tenders must be received.
- 1.8 **Denel** means Denel SOC Ltd, a state-owned company with registration number: (1992/001337/30)
- 1.9 **Evaluation Criteria** means the criteria set out under the clause 0 (Evaluation Process) of this Part C, which includes the Qualifying Criteria, Technical Criteria (Stage1) and Price and Preferential Points (Stage2) Assessment;
- 1.10 **Includes or including** means includes or including without limitation;
- 1.11 **Intellectual Property Rights** means all rights, title and interests in and to any creation of the mind that is capable of being protected by statute or through common law including, but not limited to, Copyright, Designs, Know-how, Patents and Trademarks and any other ensuing Intellectual Property Rights and interests of a similar nature whether registerable or not;
- 1.12 **NKP** means an area declared as a National Key Point area in terms of the National Key Point Act, 1980 (Act No 102 of 1980) as amended;
- 1.13 **PFMA** means the Public Finance Management Act, 1999 (Act No 1 of 1999), as amended;
- 1.14 **PPPFA** means the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000) as amended;
- 1.15 **PPPFA Regulations** means the Preferential Procurement Regulations 2017, published in terms of the PPPFA.
- 1.16 **Price and Preferential Points Assessment** means the process described in clause 33.432 of this Part C, as prescribed by the PPPFA.
- 1.17 **Rand or R** is a reference to the lawful currency of the Republic of South Africa;

- 1.18 **Request for Tender** or **RFT** means this document (comprising each of the parts identified under Part A, Part B, Part C and Part D) including all annexures and any other documents so designated by DENEL.
- 1.19 **SARS** means the South African Revenue Service.
- 1.20 **Services** means the services required by DENEL, as specified in this RFT Part D.
- 1.21 **SLA** means Service Level Agreement that will be concluded between Denel and successful Tenderer;
- 1.22 **SOC** means State Owned Company, as defined by the Companies' Act.
- 1.23 **Specification** means the conditions of tender set and any specification or description of DENEL's requirements contained in this RFT.
- 1.24 **State** means the Republic of South Africa.
- 1.25 **Statement of Compliance** means the statement forming part of a Tender indicating the Tenderers compliance with the Specification.
- 1.26 **Technical Criteria** means the criteria set out in clause 33 .3.3 of this Part C.
- 1.27 **TENDER** means a written offer in the prescribed or stipulated form lodged by a Tenderer in response to an invitation in this Request for Tender("RFT"), containing an offer to provide goods, works or services in accordance with the Specification as provided in this RFT.
- 1.28 **TENDERER** means a person or legal entity, or an unincorporated group of persons or legal entities that submit a TENDER.
- 1.28 **Tender Office** means the person so designated under clause 2 (Tender Office) of this RFT Part C.
- 1.29 **Tendering Process** means the process commenced by the issuing of this Request for Tender and concluding upon formal announcement by DENEL of the selection of a successful Tenderer(s) or upon the earlier termination of the process.
- 1.30 **Website** means a website administered by DENEL under its name with web address www.Denel.co.za

2. TENDER OFFICE

DENEL – Procurement

Address: Denel Corporate office,

Nelmapius Drive,

Irene, Centurion

For any enquiries, kindly forward your queries, to TenderResponse@Denel.co.za email. No questions will be answered telephonically.

Kindly note that it is the sole responsibility of the Tenderer, to ensure that frequent visits are made to the eTender portal, in order to obtain/view all responses with regards to the questions posed, on this RFT

Denel will not be held liable/responsible in the event that suppliers are not kept updated with responses to questions/queries/comments which were posed in order to get clarity on this RFT.

eTender portal can be accessed on the following website: <http://www.etenders.gov.za/>

No Canvassing of any Denel Employee will be tolerated and will result in an immediate disqualification of the Tenderer.

3. TENDER 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. Tenderers are to provide tenders that will allow achievement of the intended commencement date.

| Activity | Date |
|--|--|
| Advertisement of tender | 19 th November 2017 |
| RFT document available | 20 th November 2017 On www.etender.gov.za as well as on www.Denel.co.za |
| Closing date and time for tender enquiries | 19 th December 2017 at 12H00 All enquiries must be directed to TenderResponse@Denel.co.za All responses to questions will be published on the eTender portal; Tenderers are responsible to obtain responses via eTender. Denel will not be responsible for delayed or responses that are not viewed on eTender www.etenders.gov.za |
| Closing date and time | 19th December 2017 at 12H00 precisely |
| Intended completion of evaluation of tenders | 12th January 2018 |
| Intended formal notification of successful | 17th January 2018 |

| | |
|------------------------------------|-------------------------------------|
| Tenderer(s) | |
| Signing of Service Level Agreement | 15th January 2018 |
| Effective date | 22nd January 2018 |

4. SUBMISSION OF TENDERS

4.1 Hardcopies of Tenders are to be submitted to:

| | |
|---|--|
| Physical Address of Tender Box | Denel Nellmapius Drive Irene Corporate Reception |
| Hours of access to Tender Box | Monday to Friday: 09:00 – 15:30 |
| Information to be marked on package containing Tender 2 Envelope System Indicate whether each envelope pertains to “Qualifying Criteria and technical assessment”; or “price and preference points” | DENEL SCM Unit Name of TENDERER RFT Ref. No. 394/10/11/2017 PROVISION OF DESKTOPS, LAPTOPS, THIN CLIENTS, PROJECTORS AND TABLETS ON AN AS AND WHEN REQUIRED BASIS FOR THE DENEL SOC LTD (GROUP) FOR A PERIOD OF THREE (3) YEARS |

- 4.2 Each submission must be divided and enclosed into two (2) separate envelopes, one (1) for Pre-screening and Technical Evaluation, and one (1) for Price and Preferential Points.
- 4.3 Tenderers are requested to initial each page of the tender document on the top right hand corner and ensure that the submission is duly authorised .
- 4.4 If the Tenderers are submitting more than one (1) proposal with regard to the functions explained in the cover page and Part D of this RFT, then these should be submitted as separate submissions and indicated on the cover page of the Tender.
- 4.5 Each Tender shall be submitted with one (1) original hard copy) and four (4) copies (hard copy), including an electronic copy, as indicated above.

5. BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS

- 5.1 As explained in more detail in the BBBEE Preference Points Claim Form and as prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that Denel will award preference points to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).
- 5.2 Denel shall use the lowest acceptable Tender to determine the applicable preference Points system that either 80/20 or 90/10 preference point system shall be used.
- 5.3 Tenderers are required to complete the B-BBEE Preference Point Claim Form and submit it together with valid proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.
- 5.4 Tenderers are required at all times to comply with the latest B-BBEE legislation and/or instruction notes as issued from time to time by the DTI.

Note: Failure to submit a valid and original (or a certified copy) of the Tenderer's compliance with the B-BBEE requirements stipulated in this RFT (the B-BBEE Preference Points Claim Form) at the Closing Date and time of this RFT, will result in a score of zero being allocated for B-BBEE.

6. B-BBEE JOINT VENTURES OR CONSORTIUMS

- 6.1 Tenderers, who wish to respond to this RFT as a Joint Venture [JV] or consortium with Black Women Owned companies, are encouraged to do so and must state their intention to do so in their RFT submission.
- 6.2 Such Tenderers must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Denel through this RFT process.
- 6.3 This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Denel.
- 6.4 Tenderers are to note the requirements for B-BBEE compliance of JVs or consortiums

as required in the B-BBEE Preference Point Claim Form and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

7. PRE- QUALIFICATION CRITERIA

In accordance with the PPPFA Framework Act 2000 and preferential procurement regulations 2017, Denel has set prequalification criteria as follows:

- 7.1 Companies with a minimum B-BBEE status / Level of 1.
- 7.2 Exempted Micro Enterprises (EME's) and Qualifying Small Enterprises (QSE's).
- 7.3 Companies willing to subcontract at least 30% of the value of the contract to a Black Youth Owned company or form a joint venture with a Black Youth Owned Company if they are not Black Youth Owned.

8. RULES GOVERNING THIS RFT AND THE TENDERING PROCESS

- 8.1 Participation in the tender process is subject to compliance with the rules, terms and conditions contained in this Part C of this RFT.
- 8.2 All persons (whether a participant in this tender process) having obtained or received this RFT may only use it, and the information contained herein, in compliance with the rules, terms and conditions contained in this RFT.
- 8.3 All Tenderers are deemed to accept the rules, terms and conditions contained in this Part C of This RFT.
- 8.4 The rules, terms and conditions contained in this RFT apply to:
 - 8.4.1 The RFT and any other information given, received, or made available about this RFT, and any revisions or annexures;
 - 8.4.2 the Tendering Process; and

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

9 SECURITY CLEARANCE

Acceptance of this Tender could be subject to the condition that the Successful Tenderer, its personnel providing the goods and its subcontractor(s) must obtain security clearance from the appropriate authorities to the level of CONFIDENTIAL/ SECRET/TOP SECRET. Obtaining the required clearance is the responsibility of the Successful Respondent. Acceptance of the Tender

is also subject to the condition that the Successful Tenderer will implement all such security measures as prescribed by Denel and the State from time to time.

10 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Denel is required to ensure that price quotations are invited and accepted from prospective Tenderers listed on the CSD. Business may not be awarded to a Respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>. Respondents are required to provide the following to Denel in order to enable Denel to verify information on the CSD:

Supplier Number: _____ Unique registration reference number: _____.

11 STATUS OF REQUEST FOR TENDER

This RFT is an invitation for person(s) to submit a Tender(s) for the provision of the goods as set out in the Specification contained in Part D of this RFT. Accordingly, this RFT must not be construed, interpreted, or relied upon, whether expressly or implicitly, as an offer capable of acceptance by any person(s), or as creating any form of contractual, promissory, or other rights. No binding contract or other understanding for the supply of goods will exist between Denel and any Tenderer unless and until Denel has executed a formal written contract with the successful Tenderer.

12 ACCURACY OF REQUEST FOR TENDER

- 12.1 Whilst all due care has been taken in connection with the preparation of this RFT, Denel makes no representations or warranties that the content in this RFT or any information communicated to or provided to Tenderers during the Tendering Process is, or will be, accurate, current or complete. Denel, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.
- 12.2 If a Tenderer finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this RFT or any other information provided by Denel (other than minor clerical matters), the Tenderer must promptly notify Denel in writing of such discrepancy, ambiguity, error or inconsistency in order to afford Denel an opportunity to take corrective actions if necessary.

12.3 Any discrepancy, ambiguity, error or inconsistency in this RFT or any other information provided by Denel will, if possible, be corrected by Denel only and provided to all Tenderers.

13 ADDITIONS AND AMENDMENTS TO THE RFT

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

13.2 If Denel exercises its right to change information, it may seek amended Tenders from all Tenderers.

14 REPRESENTATIONS

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

15 CONFIDENTIALITY

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

16 REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION

16.1 All communications relating to this RFT and the Tendering Process must be directed to Tender Response, TenderResponse@Denel.co.za email address only.

16.2 All questions or requests for further information or clarification of this RFT or any other document issued about the Tendering Process must be submitted to the Tender Response in writing, and by e-mail only.

16.3 Any communication by a Tenderer to Denel will be effective upon receipt by the Tender Office

16.4 Denel 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.

16.5 DENEL shall provide all written notification or responses to Tenderers questions (as posed to the dedicated email address which is TenderResponse@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/>

16.6 A Tenderer may, by notifying the Tender Office in writing, withdraw a question submitted, in circumstances where the Tenderer does not wish DENEL to publish its response to the question to all Tenderer.

17 UNAUTHORISED COMMUNICATIONS

17.1 Communications (including promotional or advertising activities) with staff of Denel or their advisors assisting with the Tendering Process are not permitted during the Tendering Process. Nothing in this clause 17 is intended to prevent communications with staff of, or advisors to, Denel to the extent that such communications do not relate to this RFT or the Tendering Process.

17.2 Tenderers must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the Tendering Process in any way.

18 IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

18.1 Tenderers may not seek or obtain the assistance of employees of Denel in the preparation of their tender responses.

18.2 Denel may in its absolute discretion, immediately disqualify a Tenderer that it believes has sought or obtained such improper assistance.

18.3 Tenderers are to be familiar with the implications of contravening the Prevention and Combating of Corrupt Activities Act, 2004 and any other relevant legislation.

18.4 Any improper communication, canvassing, or engagement with any Denel people/person/representative will result in immediate disqualification from the RFT process

19 ANTI-COMPETITIVE CONDUCT

19.1 Tenderers and their respective officers, employees, agents, and advisors must not engage in any collusion, anti-competitive conduct or any other similar conduct with any other tenderer or any other person(s) in respect of this Tendering Process, including during the:

- i. Preparation or lodgement of their tender;
- ii. Evaluation and clarification of their tender; and
- iii. Negotiations with Denel.

19.2 For the purposes of this Clause 19, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange, and clarification of information whether or not such information is confidential to Denel or any other Tenderer or any other person or organisation.

19.3 In addition to any other remedies available to it under law or contract, Denel may, in its absolute discretion, immediately disqualify a Tenderer that it believes has engaged in any collusive, anti-competitive conduct or any other similar conduct during or before the Tendering Process.

20 COMPLAINTS ABOUT THE TENDERING PROCESS

20.1 Any complaint about the RFT or the Tendering Process must be submitted to the Tender Office via the Tender Response email address, by email only, immediately upon the cause of the complaint arising or becoming known to the Tenderer.

20.2 The written complaint must set out:

20.2.1 the basis for the complaint, specifying the issues involved;

20.2.2 how the subject of the complaint affects the organisation or person making the complaint;

20.2.3 any relevant background information; and

20.2.4 The outcome desired by the person or organisation making the complaint.

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

21 CONFLICT OF INTEREST

21.1 A Tenderer must not, and must ensure that its officers, employees, agents and advisors do not place themselves in a position that may give rise to actual, potential or perceived conflict of interest between the interests of Denel and the Tenderer's interests during the Tender Process.

21.2 The Tenderer is required to provide details of any interests, relationships or clients which may or do give rise to a conflict of interest in relation to the supply of the services under any contract that may result from this RFT. If the Tenderer submits its Tender and a subsequent conflict of interest arises, or is likely to arise, which was not disclosed in the Tender, the Tenderer must notify Denel immediately in writing of that conflict.

21.3 Denel may immediately disqualify a Tenderer from the Tendering Process if the Tenderer fails to notify Denel of the conflict as required.

22 LATE TENDERS

22.1 Tenders must be delivered by the Closing Date and Time. The Closing date and time may be extended by Denel in its absolute discretion by providing written notice to Tenderers.

22.2 Tenders delivered after the Closing date and Time or lodged at a location or in a manner that is contrary to that specified in this RFT will be disqualified from the Tendering Process and will be ineligible for consideration. **No Late Tenders will be Accepted**

The determination by Denel as to the actual date and time that a Tender is submitted is final.

23 TENDERER'S RESPONSIBILITIES

23.1 Tenderers are responsible for:

23.1.1 examining this RFT and any documents referenced or attached to this RFT and any other information made or to be made available by Denel to Tenderers in connection with this RFT;

23.1.2 fully informing themselves in relation to all matters arising from this RFT, including all matters regarding Denel's requirements for the provision of the Services;

23.1.3 ensuring that their Tenders are accurate and complete;

23.1.4 making their own enquiries and assessing all risks regarding this RFT, and fully considering and incorporating the impact of any known and unknown risks into their Tender;

23.1.5 ensuring that they comply with all applicable laws in regards to the Tendering Process particularly as specified by National Treasury Regulations, Guidelines, Instruction Notes and Practice Notes and other relevant legislation as published from time to time in the Government Gazette; and

23.1.6 Submitting all Compulsory Documents.

23.2 Tenderers 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 (who or which is not the Tenderer or a part of the Tenderer) or an accredited verification agency.

23.3 Tenderers other than Exempted Micro-Enterprises (EMEs) must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE status. The submission of such certificates must comply with the requirements of instructions and guidelines issued by National Treasury and are in accordance with the applicable notices published by the Department of Trade and Industry in the Government Gazette.

23.4 Denel reserves the right to require of a Tenderer, either before a Tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Denel.

23.5 Failure to provide the required information may result in disqualification of the Tenderer.

24 PREPARATION OF TENDERS

24.1 Tenderers must ensure that:

24.1.1 their Tender is submitted in the required format as stipulated in this RFT; and

24.1.2 all the required information fields in the Tender are completed in full and contain the information requested by Denel.

24.2 Denel may in its absolute discretion reject a Tender that does not include the information requested or is not in the format required.

24.3 Unnecessarily elaborate responses or other representations beyond that which is sufficient to present a complete and effective tender proposal are not desired or required. Elaborate and expensive visual and other presentation aids are not necessary.

24.4 Where the Tenderer is unwilling to accept a specified condition, the non-acceptance must be clearly and expressly stated. Prominence must be given to the statement detailing the non-acceptance. It is not sufficient that the statement appears only as part of an attachment to the Tender, or be included in a general statement of the Tenderers usual operating conditions.

24.5 An incomplete Tender may be disqualified or assessed solely on the information completed or received with the Tender.

25 ILLEGIBLE CONTENT, ALTERATION AND ERASURES

25.1 Denel may disregard any content in a Tender that is illegible and will be under no obligation whatsoever to seek clarification from the Tenderer.

25.2 Denel may permit a Tenderer to correct an unintentional error in its Tender where that error becomes known or apparent after the closing time, but in no event, will any correction be permitted if Denel reasonably considers that correction would be materially alter the substance of the Tender or effect the fairness of the tendering process

26 RESPONSIBILITY FOR TENDERING COSTS

26.1 The Tenderers participation or involvement in any stage of the Tendering Process is at the Tenderers sole risk, cost and expense. Denel will not be held responsible for, or pay for, any expense or loss that may be incurred by Tenderers in relation to the preparation or lodgement of their Tender.

26.2 Denel is not liable to the Tenderer for any costs on the basis of any contractual, promissory or restitution grounds whatsoever as a consequence of any matter relating to the Tenderers participation in the Tendering Process, including without limitation, instances where:

26.2.1 the Tenderer is not engaged to perform under any contract; or

26.2.2 Denel exercises any right under this RFT or at law.

27 DISCLOSURE OF TENDER CONTENTS AND TENDER INFORMATION

27.1 All Tenders received by Denel will be treated as confidential. Denel will not disclose contents of any Tender and Tender information, except:

27.1.1 as required by law;

27.1.2 for the purpose of investigations by other government authorities having relevant jurisdiction;

27.1.3 To external consultants and advisors of Denel engaged to assist with the Tendering Process; or for the general information of Tenderers required to be disclosed as per National Treasury Regulations, Guidelines, Instruction Notes or Practice Notes.

28 USE OF TENDERS

28.1 Upon submission in accordance with the requirements relating to the submission of Tenders, all Tenders submitted become the property of Denel. Tenderers will retain all ownership rights in any intellectual property contained in the Tenders.

28.2 Each Tenderer, by submission of their Tender, is deemed to have licensed Denel to reproduce the whole, or any portion, of their Tender for the sole purposes of enabling Denel to evaluate the Tender

29 TENDER ACCEPTANCE

All Tenders received must remain open for acceptance for a minimum period of 180 (One hundred and eighty) days from the Closing Time. This period may be extended by written mutual agreement between DENEL and the Tenderer.

30 CHANGES TO PRICE PROPOSALS

Changes by the Respondent to its submission will not be considered after the closing date and time.

31 TAX COMPLIANCE

31.1 Tenderer must be compliant when submitting a proposal to Denel and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

31.2 It is a condition of this RFT that the tax matters of the successful Tenderer are in order, or that

satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Tenderer's tax obligations. Tenderers are required to be registered on the Central Supplier Database and the National Treasury shall verify the Tenderer's tax compliance status through the Central Supplier Database.

- 31.3 It is a requirement that Tenderer grant a written confirmation when submitting this Tender that SARS may on an on-going basis during the tenure of the contract disclose the Tenderer's tax compliance status and by submitting this Tender such confirmation is deemed to have been granted.
- 31.4 Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database

32 New Tax Compliance Status (TCS) System

- 32.1 SARS has implemented a new Tax Compliance Status (TCS) system in terms of which a taxpayer is now able to authorize any 3rd party to verify its compliance status in one of two ways: either through the use of an electronic access PIN or through the use of a Tax Clearance Certificate obtained from the new TCS system.
- 32.2 Tenderers are required to provide the following to Denel in order to enable it to verify their tax compliance status:

Tax reference number: _____

Tax Clearance Certificate & TCC Number: _____ and PIN: _____.

33 EVALUATION PROCESS

- 33.1 The eligible Tenders will be evaluated and adjudicated as follows:

33.1.1 Pre – Screening - evaluation of compliance with Pre –screening Criteria

Only those Tenderers which satisfy all of the Pre –Screening Criteria will be eligible to participate in the Tendering Process further. Tenders which do not satisfy all of the Pre –Screening Criteria will not be evaluated further.

Each offer must conform to these conditions to be eligible for further evaluation. An offer that fails to meet these conditions shall be disqualified.

33.1.1.1 **First stage – technical evaluation**

Tenderers are evaluated based on the technical criteria set out in this RFT. Only those Tenderers which score **70** points or higher (out of a possible 100) during the technical evaluation will be evaluated during the second stage of the Tender. The technical evaluation include a presentation by the Tenderer, Denel will advise Tenderers in advance should a presentation be required.

33.1.2 **Second stage – price and preferential points**

33.1.1.1 Those Tenderers which pass the initial and first stages of the tender Process will be scored on the basis of price and preference point allocation in accordance with the applicable legislation.

33.1.1.2 The successful Tenderers will typically be the Tenderer that scores the highest number of points in the second stage of the Tender evaluation, unless Denel exercises its right to cancel the RFT or finds that there is valid business or transformative reasons that justify the award to a company that did not obtain the highest score.

33.2 Tenderers are required to submit, as Annexure K to their Tenders, any documentation which supports the responses provided in respect of the Pre – screening Criteria below.

33.3 **Pre – Screening: Criteria**

33.3.1 The following Pre – Screening Criteria will be applied prior to the Technicality stage. Tenderers which do not meet all of the Pre-Screening Criteria will not be considered as compliant and will therefore not progress to the Technicality stage of the evaluation.

33.3.2 Tenderers are required to complete the table below by indicating whether they comply with the requirements by marking the appropriate column with an 'X'. Tenderers are required to submit supporting documentation to attest to their compliance with each requirement, where applicable.

| REQUIREMENT | COMPLIANT | NON-COMPLIANT |
|---|-----------|---------------|
| 1. Tenderer is a South African- owned and registered service provider operating primarily within the regions where Denel's business divisions are located | | |

| | | |
|---|--|--|
| 2. The Tenderer must have the necessary infrastructure and capacity to meet Denel requirements. | | |
| 3. Valid Tax Clearance Certificate or an access pin to SARS e-Filing of tenderer and subcontractor. | | |
| 4. Valid BBBEE Certificate (Note: absence thereof will not result in disqualification, instead a Tenderer will score zero for BBBEE points) | | |
| 5. Central Supplier database proof of registration (provide documentation). | | |
| 6. Certified copy of the Company Registration with CIPC (submit proof thereof) | | |
| 7. Current Banking Details, Cancelled Cheque or Original letter from the Bank issued on a bank letterhead with stamp. | | |
| 8. Certified copies of all share holder certificates and ID copies | | |
| 9. Copy of the organisation's share holder agreement (if applicable) | | |
| 10. For JV's , a copy of the joint venture agreement or consortia which submit joint Tenders. | | |
| Experience of the Tenderer | | |
| 1. Detailed company profile detailing expertise and capabilities, and clearly highlight your company experience in providing desktops, laptops, thin clients, projectors and tablets. | | |
| 2. Documents detailing track record in completing similar work\project in line with Denel's requirements. | | |
| 3. Details of the company, including its organogram, clearly depicting all levels of Management. | | |
| 4. The bidder must provide proof that they are an accredited supplier/distributor/reseller/ service provider with the manufacturer, or a company authorised by the original manufacturer. | | |
| 5. This requirement applies also to members of consortia or joint ventures. | | |

| Compliance of the Tenderer | | |
|--|--|--|
| 1. Bidders have submitted all returnable documentation to Denel. | | |
| 2. Documents are duly authorised /signed. | | |
| 3. Correct adherence to the 2 envelop process has been duly complied with. | | |
| 4. Bidders must present a list of all envisaged Sub-Contractors (first tier service providers) | | |
| Note: Failure to meet the above requirements will result in automatic disqualification | | |

PART A

First Stage: Technical Evaluation Criteria

33.3.3 Only those Tenderers which score **70 points or higher (out of a possible 100)** during the technical evaluation will be evaluated during the second stage of the Tender. Tenderers are required to submit supporting documentation as testimony to their compliance with each requirement, where applicable.

33.3.4 The Technical Criteria that will be used to test the capability of Tenderers are as follows:

| Tenderer's Experience (1) | Comply |
|---|---------------|
| <p>The Tenderer must provide written proof of supplying the required hardware as specified in PART D to at least 1 (one) company with more than a 100 (hundred) employees for the duration of at least 1 year.</p> <p>The following scoring matrix will be used to evaluate this criterion:</p> <ul style="list-style-type: none"> • One (1) organisation = 5 points • Two (2) – organisations = 10 points • Three (3) organisations = 15 points • Four (4) organisations and above = 20 points | 20 |
| Substantiate/Comments: | |

Details of the tenderer/s current and past experience

| Client Name | Value of Purchase Order/Contract | Hardware provided | Name, title and telephone contact of client |
|-------------|----------------------------------|-------------------|---|
| | | | |
| | | | |
| | | | |

Evidence: *In order to be awarded points for the criteria set above, the tenderer must provide as many confirmations/testimonials as possible, clearly reflecting the name and nature of projects executed, years and Rand value . Only a duly authorised person from the client organisation should have signed these letters.*

| Bidder's Experience (2) | Comply |
|---|--------|
| <p>The tenderer must provide proof of experience in providing required ICT services as specified in PART D to at least 1 organisation with a minimum of 100 employees.</p> <p>The following scoring matrix will be used to evaluate this criterion:</p> <ul style="list-style-type: none"> • One (1) organisation = 5 points • Two (2) – organisations = 10 points • Three (3) organisations = 15 points • Four (4) organisations and above = 20 points | 20 |
| Substantiate/Comments: | |

Details of the bidder/s current and past experience

| Client Name | Value of Purchase Order/Contract | ICT Services provided | Name, title and telephone contact of client |
|-------------|----------------------------------|-----------------------|---|
| | | | |
| | | | |
| | | | |

Evidence: *In order to be awarded points for the criteria set our below, The Bidder must provide as many confirmations/testimonials as possible, clearly reflecting the name and nature of projects executed, years and Rand value . Only a duly authorised person from the client organisation should have signed these letters.*

| | |
|---|---------------|
| Account Management and Handling of Queries | Comply |
| <p>The bidder must indicate how they will ensure effective account management and provide query resolution process including response and resolution times.</p> <p>The following scoring matrix will be used to evaluate this criterion:</p> <ul style="list-style-type: none"> • Means of engagement = 10 points • Request and call logging process = 5 points • Escalation process = 5 points • Goods delivery mode = 10 points | 30 |
| Substantiate/Comments: | |

NB. Bidders must score a minimum of 45 points out of the 70 points for the technical criteria to be shortlisted and those that score below, will be disqualified.

PART B

| | |
|---|---------------|
| Presentation | Comply |
| <p>Shortlisted bidders will be evaluated on presentation which will be scheduled on completion of the technical evaluation.</p> <p>Evaluation criteria for the presentation will be advised to the qualifying Bidders on notification to them that they have successfully reached the presentation stage.</p> | 30 |
| Substantiate/Comments: | |

NB. Bidders who score less than 70 points for their presentations and technical evaluation hall not be considered for further evaluation.

33.3.5 A minimum of 70% for the technical/ evaluation will qualify the Tender to move on to the second stage of evaluation, which is price and preferential point's evaluation.

33.3.6 Tenderers that do not score 70% or higher at this stage of the evaluation will not be evaluated during the second stage of the evaluation.

33.4 Second Stage: Price and Preferential Points Assessment

- 33.4.1 Those Tenderers which have passed the mandatory criteria and first stage of the Tender Process will be scored on the basis of price and preference point allocation in accordance with the applicable legislation.
- 33.4.2 The successful Tenderer will typically be the Tenderer that scores the highest number of points in the second stage of the Tender evaluation, unless Denel exercises its right to cancel the RFT or finds that there is valid business or transformation reason that justifies the award to a company that did not obtain the highest score
- 33.4.3 Documents for this evaluation stage shall be in a separate envelope as explained in clause 4 above.

33.4.4 Subsequent to the evaluation of Qualifying Criteria and technical criteria, the second stage of evaluation of the Tenders will be in respect of price and preferential procurement only. Points will be allocated to Tenderers at this stage of the evaluation in accordance with the PPPFA and the PPPFA Regulations, as follows:

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

NB: Dependent on the value of the contract.

33.4.5 Price points

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

$$P_s = 80(1-(P_t-P_{min})/P_{min}) \quad \text{or} \quad P_s=90(1-(P_t-P_{min})/P_{min})$$

Where:

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

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

P_{min} = Comparative price of lowest acceptable tender or offer.

33.4.6 Preferential procurement points

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

| B-BBEE Status Level contributor | Number of Points(80/20 system) |
|--|---------------------------------------|
| 1 | 20 |
| 2 | 18 |
| 3 | 16 |
| 4 | 12 |
| 5 | 8 |
| 6 | 6 |
| 7 | 4 |
| 8 | 2 |
| Non-compliant contributor | 0 |

| B-BBEE Status Level of Contributor | Number of points (90/10 System) |
|---|--|
| 1 | 10 |
| 2 | 9 |
| 3 | 8 |
| 4 | 5 |
| 5 | 4 |
| 6 | 3 |
| 7 | 2 |
| 8 | 1 |
| Non- compliant contributor | 0 |

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

33.4.7 Total

The total points scored by each Tenderer will be calculated by adding the points scored for price (out of 80 or 90) to the points scored for preferential procurement (out of 20 or 10). The successful Tenderer will be the Tenderer which has the highest total points (out of 100) for both price and preferential procurement (unless there is a basis for selecting a different successful Tenderer in accordance with section 2(1) (f) of the PPPFA, Denel reserves the right not to award the contract to the Tenderer scoring the highest points, on pricing alone)

34 STATUS OF TENDER

- 34.1 Each Tender constitutes an irrevocable offer by the Tenderer to Denel to provide the Services required and otherwise to satisfy the requirements of the Specification as set out in this RFT.
- 34.2 A Tender must not be conditional on:
- a) the Board approval of the Tenderer or any related governing body of the Tenderer being obtained;
 - b) the Tenderer conducting due diligence or any other form of enquiry or investigation to Denel;
 - c) the Tenderer (or any other party) obtaining any regulatory approval or consent;
 - d) the Tenderer obtaining the consent or approval of any third party; or
 - e) The Tenderer stating that it wishes to discuss or negotiate any commercial terms of the contract.
- 34.3 Denel may, in its absolute discretion, disregard any tender that is, or is stated to be, subject to any one or more of the conditions detailed above (or any other relevant conditions).
- 34.4 Denel reserves the right to accept a Tender in part or in whole or to negotiate with a Tenderer in accordance with the provisions of this RFT and the applicable laws and regulations.

35 CLARIFICATION OF TENDERS

- 35.1 Denel may seek clarification from and enter into discussions with any or all of the Tenderers in relation to their Tender. Denel may use the information obtained when clarification is sought or discussions are had in interpreting the Tender and evaluating the cost and risk of accepting the Tender. Failure to supply clarification to the satisfaction of Denel may render the Tender liable to disqualification.
- 35.2 Denel is under no obligation to seek clarification of anything in a Tender and reserves the right to disregard any clarification that Denel considers to be unsolicited or otherwise impermissible or irrelevant in accordance with the rules set out in this RFT.

36 DISCUSSION WITH TENDERERS

Denel is under no obligation to undertake discussions with any Tenderers

37 SUCCESSFUL TENDERS

- 37.1 Selection as a successful Tenderer does not give rise to a contract (express or implied) between the successful Tenderer and Denel for the supply of the Services. No legal relationship will exist between Denel and a successful Tenderer for the supply of the Services until such time that Denel

and successful Tenderer conclude the SLA.

- 37.2 Tenderer is bound by its Tender and all other documents forming part of the Tenderer's Response and, if selected as a successful Tenderer, must enter into a service level agreement with Denel on the basis of the Tender with or without further negotiation.

38 NO OBLIGATION TO ENTER INTO CONTRACT

Denel is under no obligation to appoint a successful Tenderer(s) (as the case may be), or to enter into a contract and/or SLA with a successful Tenderer or any other person, if it is unable to identify a Tender that complies in all relevant respects with the requirements of Denel, or if due to changed circumstances, there is no longer a need for the Services requested, or if funds are no longer available to cover the total envisaged expenditure. For the avoidance of any doubt, in these circumstances Denel will be free to proceed via any alternative process.

39 TENDERER WARRANTIES

39.1 By submitting a Tender, a Tenderer warrants that:

- 39.1.1 It did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of Denel, its officers, employees, or advisers other than any statement, warranty or representation expressly contained in the RFT;
- 39.1.2 it did not use the improper assistance of Denel's employees or information unlawfully obtained from them in compiling its Tender;
- 39.1.3 it is responsible for all costs and expenses related to the preparation and lodgement of its Tender, and any future process connected with or relating to the Tendering Process;
- 39.1.4 it accepts and will comply with the terms set out in this RFT; and
- 39.1.5 It will provide additional information in a timely manner as requested by Denel to clarify any matters contained in the Tender.

40 DENEL'S RIGHTS

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

- 40.1.1 cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract and/or SLA;
- 40.1.2 alter the structure and/or the timing of this RFT or the Tendering Process;

- 40.1.3 Amend any tender condition, tender validity period ,RFT specifications or extend the tender closing date , all before the tender closing date:
- 40.1.4 terminate the participation of any Tenderer or any other person in the Tendering Process;
- 40.1.5 request additional relevant information, agreements and other documents to verify information provided in the tender response or request clarification from any Tenderer or any other person;
- 40.1.6 provide additional information or clarification;
- 40.1.7 negotiate with any one or more Tenderer;
- 40.1.8 call for new Tenders;
- 40.1.9 Reject any Tender that does not comply with the requirements of this RFT.
- 40.1.10 Not to Accept the lowest priced tender or any tender in part or in whole
- 40.1.11 Categories the tenders into different areas of expertise
- 40.1.12 Contact Site Visit at the Tenderers Offices or at Client's Site or office if so required
- 40.1.13 Consider the guideline and prescribes the hourly remuneration rates for consultants as provided in the National Treasury Instruction 01 of 2013\2014: Cost Containment Measures, where relevant.

41 GOVERNING LAWS

- 41.1 This RFT and the Tendering Process are governed by the laws of the Republic of South Africa.
- 41.2 All Tenders must be completed using the English language and
- 41.3 All costing must be in South African Rand.

42 MANDATORY QUESTIONS

- 42.1 Tenderers 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 Tenderers shall substantiate their response to a specific question.

NOTE: It is mandatory for Tendererd to complete or answer this part fully as failure to do so will result in the Tender being disqualified.

42.1.1

| | | |
|--|---------------|----------------------|
| This Tender is subject to the General Conditions of Contract (refer ton Annexure “L”). | Accept | Do not accept |
| | | |

42.1.2

| | | |
|--|---------------|----------------------|
| The laws of the Republic of South Africa shall govern this RFT and the Tenderer hereby accept that the courts of the Republic of South Africa shall have the jurisdiction. | Accept | Do not accept |
| | | |

42.1.3

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

42.1.4

| | | |
|---|---------------|----------------------|
| Denel may request written clarification or further information regarding any aspect of this proposal. The Tenderers must supply the requested information in writing within two working days after the request has been made, otherwise the proposal may be disqualified. | Accept | Do not accept |
| | | |

42.1.5

| | | |
|--|---------------|----------------------|
| In the case of Consortium, Joint Venture or subcontractors, Tenderers are required to provide copies of signed agreements stipulating the work split and Rand value as well as the shareholding all parties involved (certified) | Accept | Do not accept |
| | | |

42.1.6

| | | |
|---|---------------|----------------------|
| In the case of Consortium, Joint Venture or subcontractors, all Tenderers are required to provide mandatory documents this includes a BEE certificate for the lead company as well as all partners/associates | Accept | Do not accept |
| | | |

42.1.7

| | | |
|---|---------------|----------------------|
| Denel reserves the right to; cancel or reject any proposal and not to award the proposal to the lowest Tenderer or award parts of the proposal to different Tenderers, or not to award the proposal at all. | Accept | Do not accept |
| | | |

42.1.8

| | | |
|--|---------------|----------------------|
| Where applicable, Tenderers are required to submit back-to-back agreements and service level agreements with their principals. | Accept | Do not accept |
| | | |

42.1.9

| | | |
|--|---------------|----------------------|
| By submitting a proposal in response to this RFT, the Tenderers accept the evaluation criteria as it stands. | Accept | Do not accept |
| | | |

42.1.10

| | | |
|--|---------------|----------------------|
| Where applicable, Denel reserves the right to run benchmarks on the requirement, during the evaluation and after the evaluation. | Accept | Do not accept |
| | | |

42.1.11

| | | |
|--|---------------|----------------------|
| Denel 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 RFT and supporting documents. | Accept | Do not accept |
| | | |

42.1.12

| | | |
|---|---------------|----------------------|
| Only the solution commercially available at the proposal closing date shall be considered. No Tenders for future solutions shall be accepted. | Accept | Do not accept |
| | | |

42.1.13

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

42.1.14

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

42.1.15

| | | |
|--|---------------|----------------------|
| <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.</p> <p>DENEL 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 Tenderer not less than 14 (fourteen) 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 the fee/price applicable prior to the negotiations.</p> <p>Such cancellation shall mean that Denel reserves the right to award the same proposal to the next best Tenderers as it deems fit.</p> | Accept | Do not accept |
| | | |

42.1.16

| | | |
|---|---------------|----------------------|
| 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/Tender submission. | Accept | Do not accept |
| | | |

42.1.17

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

42.1.18

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

42.1.19

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

42.1.20

| | | |
|---|---------------|----------------------|
| No interest shall be payable on accounts due to the successful Tenderer in an event of a dispute arising on any stipulation in the contract or payment delay's. | Accept | Do not accept |
| | | |

42.1.21

| | | |
|---|---------------|----------------------|
| Evaluation of Tenders shall be performed by an evaluation panel established by Denel. Tenders shall be evaluated on the basis of conformance to the required specifications as outlined in the RFT. Points shall be allocated to each Tenderer, on the basis that the maximum number of points that may be scored for price is 80, and the maximum number of preference points that may be claimed for designated groups (according to the PPPFA) is 20. | Accept | Do not accept |
| | | |

42.1.22

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

42.1.23

| | | |
|--|---------------|----------------------|
| The Tenderers response to this Tender, or parts of the response, shall be included as a whole or by reference in the final contract. | Accept | Do not accept |
| | | |

42.1.24

| | | |
|---|---------------|----------------------|
| Should the evaluation of this Tender not be completed within the validity period of the Tender, Denel has discretion to extend the validity period. | Accept | Do not accept |
| | | |

42.1.25

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

42.1.26

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

42.1.27

| | | |
|---|---------------|----------------------|
| Tenderers must acknowledge and accept that this contract will be evaluated on the Tenderer's performance and ability to execute the contract to Denel's full satisfaction. Tenderers will be expected to adhere to a performance management system which will entail regular evaluation of the Tenderers performance in line with mutually agreed to Key Performance Indicators. Tenderers must also note that Denel reserves the right to terminate the contract on grounds of poor performance. | Accept | Do not accept |
|---|---------------|----------------------|

Signature(s) of Tenderer or assignee(s) Date

Name of signing person (in block letters)

Capacity

Are you duly authorized to sign this Tender?

Name of Tenderer (in block letters)

Postal address (in block letters)

Domicilium citandi et executandi in the RSA (full street address of this place) (in block letters)

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

Telephone Number:.....FAX number.....

Cell Number:

Email Address.....

PART D: STATEMENT OF WORK

Background of the Tender

Denel SOC Ltd (hereinafter referred to as “Denel” and/or “Denel Group”) has embarked on a formal tender process in order to select and contract a service provider (or service providers) for a period of three years to render the services as and when required for the provision and supply of desktops, laptops, thin clients, projectors and tablets with after sales support services.

In order to obtain a professional service delivery, Denel requires the services and support of a service provider that has the ability to supply and deliver the equipment to all Denel sites on demand, as per specification within the set time frame.

Denel Group comprises of several business entities. The business entities have been re-organised into **7 (seven) clusters** for the purpose of this tender namely:

| Campus | Comprising of | Alternative Location |
|---------------------------|--|--|
| Irene | <ul style="list-style-type: none"> • Denel Corporate Office • Denel Industrial Properties • Denel Dynamics • Denel Sovereign Security Solutions • Denel Dynamics - Detek • Denel Dynamics - Spaceteq • Denel Maritime | Kempton Park CSIR Campus Grabouw Simonstown |
| Kempton Park | <ul style="list-style-type: none"> • Denel Aeronautics | |
| Lyttelton | <ul style="list-style-type: none"> • Denel Land Systems • Mechem • DISS | |
| Lotus Garden | <ul style="list-style-type: none"> • Pretoria Metal Pressings | West Park, Pretoria |
| Benoni | <ul style="list-style-type: none"> • Denel Vehicle Systems – OMC • Denel Vehicle Systems - Mechanotronics • Denel Vehicle Systems – Gear Ratio | Alrode |
| Waltloo | LMT | |
| Arniston, Western Cape | Overberg Test Range | |

The successful bidder shall upon receipt of written notification of an award, be required to conclude a Service Level Agreement (SLA) with Denel, which will form an integral part of the supply agreement. The SLA will serve as a tool to measure, monitor and assess the supplier's performance and ensure effective delivery of service, quality and value add to Denel's business.

In addition to the service and delivery, Denel requires a dedicated knowledgeable and experienced Service Provider Account Manager to manage supplies, warranties, provide regular feedback and provide advice regarding technological changes and releases.

Objectives

The objectives of Denel in respect of this tender are:

- To select a bidder who contributes towards Denel's transformation agenda.
- To select a bidder who is best able to meet the service requirements of Denel and to become a strategic ICT partner
- To ensure continued good service and support to the Denel businesses.

Requirements

The following aspects will form part of the deliverables and expectations:

- Denel will request the required goods and services as and when the need arises from the appointed bidder,
- The appointed bidder will be required to start immediately after contracting to provide the required equipment/hardware on an ad-hoc basis for a period of three (3) years.
- Denel will require that the service provider deliver the required equipment to the Denel sites within a maximum set delivery lead time of 14 business days,
- All equipment supplied to Denel must meet the approved Denel specification. If the bidders' specification exceeds the required specification, bidders will not be penalised or excluded. The bidders will also not be advantaged by this,
- All Denel hardware requirements will be procured directly from the Denel sites against the approved contract at the agreed contract prices,
- No deviations from the specifications or alterations of the agreed conditions shall be made without Denel's written approval which must be obtained before the order for equipment is placed,
- Shortlisted bidders may be required to provide a demo with the same specification for testing at no cost to Denel,
- An experienced Account Manager assigned must communicate to all Corporate and Divisional CIO,
- The Account Manager is expected to hold monthly meetings, providing feedback on supply and delivery, discuss latest trends, discontinued products, make recommendations, update specification requirements and provide solutions,
- All hardware equipment must include at least a 3 year warranty,

- Additional hardware support of devices after a 3 year service warranty, until the end of the assets lifecycle, being years for all classes (3 years service warranty and 2 years out of service warranty),
- The service provider must be able to provide 24/7 support by phone, on-line and on site;
 - Breakdown, two (2) hours response time is required Monday to Friday,
 - Six (6) hours repair time for all Ordinary Breakdown Service Call and Operational Damage Repair Call for Monday to Friday.
- The service provider must be able to provide loan equipment in case equipment is sent for repairs or cannot be repaired within 24 hours.

Annexure”A”

1. Price proposal

This is compulsory and must be fully completed and submitted. Failure to do so shall result in immediate disqualification of the bid submission

I. i5 DESKTOP – All-in-One

| Component | Minimum Specification | Alternative Specification | Comply Y/N | Price (incl. VAT) |
|-------------------|--|----------------------------------|-------------------|--------------------------|
| Processor | Intel 6 th generation Quad Core i5 | | | |
| Panel | 19.5” WLED, Full HD Non-Touch | | | |
| Memory | 4GB DDR3 SDRAM | | | |
| Video Card | Integrated Intel HD Graphics 4600 | | | |
| Hard Drive | 256 GB SSD | | | |
| Ports | 2 External USB 3.1 2 External USB 2.0 1 VGA Universal Headset | | | |
| Removable Media | Supports optional optical disc drive and standard media card reader | | | |
| Network Interface | Integrated 10/100/1000 Gigabit Ethernet LAN | | | |
| Audio | Integrated speakers | | | |
| Camera | 2.0MP Full HD webcam with Privacy Cover | | | |
| Chassis | All in One (AIO) | | | |
| Operating System | Windows 10 Pro | | | |
| Warranty | 3 years | | | |

II. i7 DESKTOP – All-in-One

| Component | Minimum Specification | Alternative Specification | Comply Y/N | Price (incl. VAT) |
|-------------------|---|---------------------------|------------|-------------------|
| Processor | Intel 6 th generation i7 | | | |
| Panel | 23.8" WLED, Full HD Non-Touch | | | |
| Memory | 16GB DDR3 SDRAM | | | |
| Video Card | Integrated Intel HD Graphics 530 | | | |
| Hard Drive | 512 GB SSD | | | |
| Ports | 2 External USB 3.0 2 External USB 2.0 1 HDMI Universal Headset | | | |
| | | | | |
| Removable Media | Supports optional optical disc drive and standard media card reader | | | |
| Network Interface | Integrated 10/100/1000 Gigabit Ethernet LAN | | | |
| Audio | Integrated speakers | | | |
| Camera | 2.0MP Full HD webcam with Privacy Cover | | | |
| Chassis | All in One (AIO) | | | |
| Operating System | Windows 10 Pro | | | |
| Warranty | 3 years | | | |

III. XEON DESKTOP – Small Form Factor

| Component | Minimum Specification | Alternative Specification | Comply Y/N | Price (incl. VAT) |
|-------------------|--|---------------------------|------------|-------------------|
| Processor | Intel Xeon Processor E3-1200 v5 | | | |
| Memory | 32 GB 2133Mhz Non-ECC DDR4 Memory | | | |
| Video Card | Nvidia Quadro M4000 | | | |
| Hard Drive | 512 GB SSD | | | |
| Ports | 4 USB 2.0 4 USB 3.0 1 Universal Audio Jack 2 PS2 2 Display Ports 1 HDMI 1 Serial | | | |
| Media Drive | DVD-ROM; DVD+/-RW | | | |
| Network Interface | Integrated 10/100/1000 Gigabit Ethernet LAN | | | |
| Audio | Integrated speakers | | | |
| Chassis | HxWxD: 11.42" x 3.65" x 11.5" | | | |

| | | | | |
|------------------|--------------------------|--|--|--|
| | (29cm x 9.26cm x 29.2cm) | | | |
| Operating System | Windows 10 Pro | | | |
| Warranty | 3 years | | | |

IV. XEON DESKTOP – Tower

| Component | Minimum Specification | Alternative Specification | Comply Y/N | Price (incl. VAT) |
|-------------------|--|---------------------------|------------|-------------------|
| Processor | Intel Xeon® processor E5-2600 v3 | | | |
| Memory | 64 GB 2133 MHz DDR4 ECC RDIMM memory | | | |
| Video Card | NVIDIA Quadro K5200 | | | |
| Hard Drive | 512 GB SSD | | | |
| Ports | 4 USB 2.0 4 USB 3.0 1 Universal Audio Jack 2 PS2 2 Display Ports 1 HDMI 1 Serial | | | |
| Media Drive | DVD-ROM; DVD+/-RW | | | |
| Network Interface | Integrated 10/100/1000 Gigabit Ethernet LAN | | | |
| Audio | Integrated speakers | | | |
| Chassis | HxWxD: 16.95 x 8.50 x 20.67"; 43.05cm x 21.59cm x 52.50cm | | | |
| Operating System | Windows 10 Pro | | | |
| Warranty | 3 years | | | |

V. i5 15-INCH LAPTOP

| Component | Minimum Specification | Alternative Specification | Comply Y/N | Price (incl. VAT) |
|-------------------|---|---------------------------|------------|-------------------|
| Processor | Intel Quad Core i5 | | | |
| Panel | 15.6" HD Non-Touch | | | |
| Memory | 4GB DDR3 SDRAM | | | |
| Video Card | Intel® Integrated HD Graphics 4400 | | | |
| Hard Drive | 256 GB SSD | | | |
| Ports | 2 External USB 3.1 | | | |
| | 2 External USB 2.0 | | | |
| | 1 VGA | | | |
| | Universal Headset | | | |
| | Docking Connector | | | |
| Removable Media | DVD-ROM, DVD+/-RW | | | |
| Network Interface | Integrated 10/100/1000 Gigabit Ethernet LAN | | | |
| Audio | Integrated speakers | | | |
| Camera | 2.0MP Full HD webcam | | | |

| | | | | |
|-------------------|----------------|--|--|--|
| Operating System | Windows 10 Pro | | | |
| Laptop Max Weight | 2.5 kg | | | |
| Rugged Option | | | | |
| Warranty | 3 years | | | |

VI. i7 13-INCH LAPTOP

| Component | Minimum Specification | Alternative Specification | Comply Y/N | Price (incl. VAT) |
|-------------------|---|---------------------------|------------|-------------------|
| Processor | Intel Core i7 | | | |
| Panel | 13.3" HD Non-Touch | | | |
| Memory | 8 GB DDR3 SDRAM | | | |
| Video Card | Intel Integrated HD Graphics | | | |
| Hard Drive | 256 GB SSD | | | |
| Ports | 2 External USB 3.1 | | | |
| | Universal Headset | | | |
| | Docking Connector | | | |
| Removable Media | Supports optional optical disc drive and standard media card reader | | | |
| Network Interface | Integrated 10/100/1000 Gigabit Ethernet LAN | | | |
| Audio | Integrated speakers | | | |
| Camera | 2.0 MP Full HD webcam | | | |
| Operating System | Windows 10 Pro | | | |
| Laptop Max Weight | 1.5 kg | | | |
| Warranty | 3 years | | | |

VII. i7 15-INCH LAPTOP

| Component | Minimum Specification | Alternative Specification | Comply Y/N | Price (incl. VAT) |
|-------------------|---|---------------------------|------------|-------------------|
| Processor | Intel Core i7 | | | |
| Panel | 15.6" HD Non-Touch | | | |
| Memory | 16 GB DDR3 SDRAM | | | |
| Video Card | Intel Integrated HD Graphics | | | |
| Hard Drive | 512 GB SSD | | | |
| Ports | 2 External USB 3.1 | | | |
| | Universal Headset | | | |
| | HDMI | | | |
| | Docking Connector | | | |
| Removable Media | DVD-ROM; DVD+/-RW | | | |
| Network Interface | Integrated 10/100/1000 Gigabit Ethernet LAN | | | |
| Audio | Integrated speakers | | | |
| Camera | 2.0 MP Full HD webcam | | | |
| Operating System | Windows 10 Pro | | | |
| Laptop Max Weight | 2.5 kg | | | |
| Warranty | 3 years | | | |

VIII i7 17-INCH LAPTOP

| Component | Minimum Specification | Alternative Specification | Comply Y/N | Price (incl. VAT) |
|-------------------|---|----------------------------------|-------------------|--------------------------|
| Processor | Intel Core i7 | | | |
| Panel | 17.3" HD Non-Touch | | | |
| Memory | 16 GB DDR3 SDRAM | | | |
| Video Card | Intel Integrated HD Graphics 620 | | | |
| Hard Drive | 512 GB SSD | | | |
| Ports | 2 External USB 3.1 | | | |
| | Universal Headset | | | |
| | HDMI | | | |
| | Docking Connector | | | |
| Removable Media | DVD-ROM; DVD+/-RW | | | |
| Network Interface | Integrated 10/100/1000 Gigabit Ethernet LAN | | | |
| Audio | Integrated speakers | | | |
| Camera | 2.0 MP Full HD webcam | | | |
| Operating System | Windows 10 Pro | | | |
| Laptop Max Weight | 3.6 kg | | | |
| Warranty | 3 years | | | |

IX. 21.5-INCH ThinClient

| Component | Minimum Specification | Alternative Specification | Comply Y/N | Price (incl. VAT) |
|-------------------|---|----------------------------------|-------------------|--------------------------|
| Processor | AMD G-Series 1.4GHz | | | |
| Display | 21.5" | | | |
| Memory | 2 GB DDR3 | | | |
| Video Card | AMD Radeon HD | | | |
| Hard Drive | 8 GB SSD | | | |
| Network Interface | Integrated 10/100/1000 Gigabit Ethernet LAN | | | |
| Audio | Integrated speakers | | | |
| Operating System | ThinOS 8.1 English | | | |
| Stand | All In One Stand | | | |
| Warranty | 2 years | | | |

X. 7.9-INCH 32GB IOS Tablet

| Component | Minimum Specification | Alternative Specification | Comply Y/N | Price (incl. VAT) |
|------------------|------------------------------|----------------------------------|-------------------|--------------------------|
| Processor | M8 Motion coprocessor | | | |
| Display | 7.9" | | | |
| Memory | 128 GB | | | |
| Operating System | IOS | | | |
| Warranty | 1 year | | | |

XI. 9.4-INCH 32GB IOS Tablet

| Component | Minimum Specification | Alternative Specification | Comply Y/N | Price (incl. VAT) |
|------------------|-----------------------|---------------------------|------------|-------------------|
| Processor | M9 Motion coprocessor | | | |
| Display | 9.4" | | | |
| Memory | 128 GB | | | |
| Operating System | IOS | | | |
| Warranty | 1 year | | | |

XII. 7-INCH 32GB Android Tablet

| Component | Minimum Specification | Alternative Specification | Comply Y/N | Price (incl. VAT) |
|------------------|-----------------------|---------------------------|------------|-------------------|
| Processor | Quad Core 2x1.6 Kryo | | | |
| Display | 7" | | | |
| Memory | 32 GB | | | |
| Operating System | Android | | | |
| Warranty | 1 year | | | |

XIII. 9.7-INCH 32GB Android Tablet

| Component | Minimum Specification | Alternative Specification | Comply Y/N | Price (incl. VAT) |
|------------------|-----------------------|---------------------------|------------|-------------------|
| Processor | Quad Core 2x1.6 Kryo | | | |
| Display | 9.7" | | | |
| Memory | 32 GB | | | |
| Operating System | Android | | | |
| Warranty | 1 year | | | |

XIV. ACCESSORIES

| Component | Minimum Specification | Alternative Specification | Comply Y/N | Price (incl. VAT) |
|-----------------|-------------------------------------|---------------------------|------------|-------------------|
| Mouse | USB 6 Button | | | |
| Keyboard | USB QWERTY with Multimedia function | | | |
| Docking Station | USB or eSata Connector | | | |
| | USB 3.0 | | | |
| | USB 2.0 | | | |
| | PS/2 Connector | | | |
| | Audio Connector | | | |
| | Security Cable Slot | | | |
| | DisplayPort Connector | | | |
| Monitors | 21" Full HD LED | | | |
| | 23" Full HD LED | | | |

| | | | | |
|------------|------------------------------------|--|--|--|
| Webcam | HD Webcam with built-in microphone | | | |
| Carry Case | For a 13" Laptop | | | |
| | For a 15" Laptop | | | |
| | For a 17" Laptop | | | |

Estimated annual volumes. These figures are not fixed and are subject to change as dictated by operational requirements, Denel cannot be held liable for the accuracy of the volumes.

| REQUIREMENTS | TOTAL |
|---------------|-------|
| Laptops | 300 |
| Desktops | 500 |
| Thin Clients | 100 |
| Tablets | 150 |
| Rugged Laptop | 5 |

NOTE: This Annexure must be put in the Envelope for "Price"

2. Pricing

All prices must be quoted in South African Rand on a fixed price basis, excluding VAT.

3. Prices Subject to Confirmation

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

4. Binding Offer

Any tender furnished pursuant to this RFT shall be deemed to be an offer. Any exceptions to this statement must be clearly and specifically indicated.

5. Disclaimers

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

- 5.1 Modify the RFT's service(s) and request Tenderers to re- tender on any changes;
- 5.2 Reject any Tender which does not conform to instructions and specifications which are detailed herein;
- 5.3 Not necessarily accept the lowest priced Proposal or an alternative Tender;
- 5.4 Reject all Tenders/Proposals, if it so decides;
- 5.5 Award only a portion of the proposed service(s) which are reflected in the scope of this RFT;

- 5.6 Split the award of the instruction(s) between more than one Law Firm should it at Denel's discretion be more advantageous in terms of, amongst others, cost or developmental considerations; or make no award at all;
- 5.7 Validate any information submitted by Tenderers in response to this Tender. This would include, but is not limited to, requesting the Tenderers to provide supporting evidence. By submitting a tender, Tenderers hereby irrevocably grant the necessary consent to Denel to do so;
- 5.8 Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 5.9 Award the Tender to the next highest ranked Tenderer, should the preferred Tenderer fail to sign or commence with the contract within a reasonable period after being requested to do so, provided that the preferred Tenderer is still prepared to provide the required goods at the quoted price. Under such circumstances, the validity of the tenders of the next ranked Tenderer(s) will be deemed to remain valid, irrespective of whether the next ranked Tenderer(s) were issued with a Letter of Regret. Tenderers may therefore be requested to advise whether they would still be prepared to provide the required goods at their quoted price, even after they have been issued with a Letter of Regret;
- 5.10 Not clarify the price as submitted in case of arithmetical errors, given time restrictions;
- 5.11 Cancel the contract and/or place the Tenderer on Denel's list of Restricted Suppliers, should a contract be awarded on the strength of information furnished by the Tenderer, which after conclusion of the contract, is proved to have been incorrect;
- 5.12 Award Tender to the highest scoring Tenderer/s unless objective criteria justifies the award to another Tenderer; and/or

Note:

Denel will not reimburse any tenderer for any goods delivered in connection with its Tender, whether or not the Tenderer is awarded a contract.

6. PAYMENT TERMS

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

Mandatory Returnable Documents

Annexure A – Pricing Proposal

Refer annexure A which is compulsory.

This must be fully completed and submitted failure to do so shall result in immediate disqualification of the Tender submission.

Annexure B

Brief professional profile of the tenderer and services offered. This document(s) is to be prepared and submitted by the Tenderers as Annexure B to their Tender.

Annexure C

SBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of Tender that the taxes of the successful Tenderer must be in order, or that Satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Tenderer's tax obligations.

- 1) In order to meet this requirement TENDERERS are required to complete in full the attached form TCC 001
- 2) "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally.
- 3) The Tax Clearance Certificate Requirements are also applicable to foreign TENDERERS / individuals who wish to submit Tenders.
- 4) SARS will then furnish the Tenderer with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 5) The original Tax Clearance Certificate must be submitted together with the Tender. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the Tender. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 6) In Tenders where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate
- 7) Tax Clearance Certificate 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 8) 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.

SBD2 tax clearance

Note: Valid Original Tax Clearance Certificate is mandatory (TENDERERS may also provide Tax Compliance Pin)

DECLARATION OF INTEREST

1. Is the Tenderer or any person connected with or employed by the Tenderer or an entity which forms part of the Tenderer, aware of any fact which may give rise to an actual or perceived conflict of interest on the part of the Tenderer, DENEL or any person involved in the evaluation or adjudication of this Tender?

| YES | NO |
|-----|----|
| | |

2. If the answer to 1 above is "Yes", Tenderers 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.

| |
|--|
| |
| |
| |
| |

3. In addition, Tenderers are required to complete the following:

3.1. Full Name of Tenderer or his or her representative:

.....

3.2. Identity Number:

.....

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

.....

3.4. Company Registration Number:

.....

3.5. Tax Reference Number:

.....

3.6. VAT Registration Number:

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

3.7. 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 4 below.

3.8. Are you or any person connected with the Tenderer presently employed by the state?

| 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 Tenderer is employed:
.....
.....

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

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

3.8.1.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 Tender document? (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Tender.)

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

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

3.9. 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:
.....

.....

3.10. Do you, or any person connected with the Tenderer, 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 Tender?

| | |
|------------|-----------|
| YES | NO |
| | |

If so, furnish particulars:

.....

3.11. Are you, or any person connected with the Tenderer aware of any relationship (family, friend, other) between any other Tenderer and any person employed by the state who may be involved with the evaluation and or adjudication of this Tender?

| | |
|------------|-----------|
| YES | NO |
| | |

If so, furnish particulars.

.....

3.12. 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 Tendering for this contract?

| | |
|------------|-----------|
| YES | NO |
| | |

If so, furnish particulars:

.....

4. Full details of owners, directors / trustees / members / shareholders.

| Full Name | Identity Number | Personal Reference Number | Tax Number | State Number | Employee Peral Number |
|-----------|-----------------|---------------------------|------------|--------------|-----------------------|
| | | | | | |
| | | | | | |
| | | | | | |

| | | | |
|--|--|--|--|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

DECLARATION

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

CERTIFY ON BEHALF OF THE TENDERER THAT THE INFORMATION FURNISHED IN THIS DECLARATION IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE TENDER OR ACT AGAINST ME IN TERMS OF PARAGRAPH 15 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all TENDERS invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all TENDERS:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this Tender is estimated to either be below or above R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this TENDER shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this TENDER are allocated as follows:

| | POINTS |
|--|------------|
| PRICE | 80 |
| B-BBEE STATUS LEVEL OF CONTRIBUTOR | 20 |
| Total points for Price and B-BBEE must not exceed | 100 |

1.5 Failure on the part of a Tenderer to submit proof of B-BBEE Status level of contributor together with the Tender will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a Tenderer, either before a Tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) “**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) “**TENDER**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive TENDERing processes or proposals;
- (d) “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) “**technicality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “**prices**” includes all applicable taxes less all unconditional discounts;
- (h) “**proof of B-BBEE status level of contributor**” means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of TENDER invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

Where

P_s = Points scored for price of TENDER under consideration

P_t = Price of TENDER under consideration

P_{\min} = Price of lowest acceptable TENDER

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a Tenderer for attaining the B-BBEE status level of contribution in accordance with the table below:

| B-BBEE Status Level of Contributor | Number of points (90/10 system) | Number of points (80/20 system) |
|------------------------------------|---------------------------------|---------------------------------|
| 1 | 10 | 20 |
| 2 | 9 | 18 |
| 3 | 6 | 14 |
| 4 | 5 | 12 |
| 5 | 4 | 8 |
| 6 | 3 | 6 |
| 7 | 2 | 4 |
| 8 | 1 | 2 |
| Non-compliant contributor | 0 | 0 |

5. TENDER DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: =(maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

| | | | |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

| | | | |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

| Designated Group: An EME or QSE which is at last 51% owned by: | EME | QSE |
|---|------------|------------|
| | √ | √ |
| Black people | | |
| Black people who are youth | | |
| Black people who are women | | |
| Black people with disabilities | | |
| Black people living in rural or underdeveloped areas or townships | | |
| Cooperative owned by black people | | |
| Black people who are military veterans | | |
| OR | | |
| Any EME | | |
| Any QSE | | |

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.6 Total number of years the company/firm has been in business:.....

8.7 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the Tendering
 - (b) process;
 - (c) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (d) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (e) recommend that the Tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (f) forward the matter for criminal prosecution.

| |
|-----------|
| WITNESSES |
| 1. |
| 2. |

| |
|--|
| SIGNATURE(S) OF TENDERDERS(S) |
| DATE:..... |
| ADDRESS..... |

DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Tendering Document must form part of all Tenders 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 Tender of any Tenderer may be disregarded if that Tenderer, 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 Tender.**

| tem | Question | Yes | No |
|-------|--|---------------------------------|--------------------------------|
| 4.1 | <p>Is the Tenderer or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>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.</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars: | | |
| 4.2 | <p>Is the Tenderer 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>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.</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

| | | | |
|-------|--|---------------------------------|--------------------------------|
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | Was the Tenderer 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 Tenderer 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

.....

Position

.....

Name of Tenderer

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

- 1 This Standard Tendering Document (SBD) must form part of all Tenders¹ 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 Tendering (or Tender rigging).² Collusive tendering 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 Tender of any Tenderer if that Tenderer, 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 Tendering 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 Tenders are considered, reasonable steps are taken to prevent any form of Tender-rigging.
- 5 In order to give effect to the above, the attached Certificate of Tender Determination (SBD 9) must be completed and submitted with the Tender:

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

² Tender rigging (or collusive Tendering) 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 Tendering process. Tender rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Tender:

(Tender Number and Description)

in response to the invitation for the Tender 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 Tenderer)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Tenderer to sign this Certificate, and to submit the accompanying Tender, on behalf of the Tenderer;
4. Each person whose signature appears on the accompanying Tender has been authorized by the Tenderer to determine the terms of, and to sign the Tender, on behalf of the Tenderer;
5. For the purposes of this Certificate and the accompanying Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - (a) Has been requested to submit a Tender in response to this Tender invitation;
 - (b) Could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - (c) Provides the same goods and services as the Tenderer and/or is in the same line of business as the Tenderer
6. The Tenderer has arrived at the accompanying Tender 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 Tendering.
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 Tender;
 - (e) The submission of a Tender which does not meet the specifications and conditions of the Tender; or
 - (f) Tendering with the intention not to win the Tender.
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 Tender invitation relates.
 9. The terms of the accompanying Tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender 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 Tenders and contracts, Tenders 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 Tenderer

Annexure “H”

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

Annexure “I”

Tenderers are required, as annexure “I” to their Tenders, to submit certified copies of the latest share certificates of the company as well of all relevant companies

Annexure “J”

Tenderers which submit Tenders as an unincorporated joint venture, consortium or other association of persons are required to submit, as Annexure “J”, a breakdown of how the fees and work will be split between the various people or entities which constitute the Tenderer.

Annexure “K”

Tenderers are required to include, as Annexure “K” to their Tenders, supporting documents to their responses to the Pre – Screening Criteria.

Where the supporting document is the profile of a member of the Tenderer’s proposed team, this should be indicated.

Annexure “L”

General Conditions of Contract –obtainable in the link below

<http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/General%20Conditions%20of%20Contract-%20Inclusion%20of%20par%2034%20CIBD.pdf>

Annexure “M”

CSD Registration Summary Report