



DENEL AVIATION

REQUEST FOR TENDER (RFT) FOR

THE PROCUREMENT OF TOOLBOXES FOR

DENEL TECHNICAL ACADEMY

RFT No. : DTAT009

DATE: 2014-12-10



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1. INTRODUCTION

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

2. HISTORY & OWNERSHIP

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

Denel Aviation is a well-established Maintenance Repair and Overhaul (MRO) facility. Denel Aviation provides the following services to the Local its local (SAAF) and Foreign Military customers: design, development, integration, qualification, maintenance, servicing, overhauling, upgrading, supply of spare parts/components, provision of manpower in terms of training, establishing facilities as well as engineering services of military rotary wing and fixed wing aircrafts.

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

3. CORPORATE STRUCTURE

Denel Group at present consists of the following:-

Corporate Office based in Centurion, Pretoria. A number of defence industrial manufacturing divisions and subsidiaries and a number of commercial divisions and subsidiaries based throughout South Africa.

4. ANTICIPATED TENDER TIME SCALE AND DEADLINES

2014-12-11 to 2014-12-14 Tender Advertisements

2014-12-19 Tender submission closing date. Closing time is strictly 10h00 am.

Toolboxes samples required on the 19 December 2014 as well

2015-01-16 Tender Evaluation, Tender Award, negotiations and Order Placement
(once all Denel Aviation approvals obtained)

Delivery date for Toolboxes: Will be negotiated at order placement stage

Please note as stated above Tender submission closing date is 2014-12-19 at 10:00 am.



5. FORMAT AND CONTENT

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

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

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

6. EVALUATION

Denel Aviation reserves the right to select a tender on the basis of the tenderer’s compliance with Denel Aviation’s policies, procedures and tender specifications.

The bidders agree to accept Denel Aviation’s interpretation of the specifications/statement of work in the event of a difference of interpretation between the bidder and Denel Aviation, the Denel Aviation interpretation will be the accepted interpretation. Any proposals submitted by the bidder(s) will be considered confidential by nature, and will remain the property of Denel Aviation, unless otherwise stated by the bidder at the time of submission.

A. MANDATORY CRITERIA

Proof of payment (to be submitted with tender submission)	Yes	No
Toolboxes samples	Yes	No
>50% black ownership	Yes	No

B. EVALUATION CRITERIA

Category	Criteria	Max Score
Experience	<ul style="list-style-type: none"> • Demonstrated capability to provide the relevant product/ service: Three (3) contactable references ; Business profile. 	25%



Operational	<ul style="list-style-type: none"> Capacity to deliver toolboxes : Toolbox samples; Project plan for delivery of the toolboxes. 	20%
Compliance and Governance	BBBEE Level and Employment Equity status of supplier	30%
Price	<ul style="list-style-type: none"> All inclusive Bid Price: The tender price must include all related equipment and delivery of the toolboxes to the specified location. PPPFA Pricing evaluation to be used : In the event that the value of the order(s) placed under this tender exceed R 500 000 but be less than R 1 000 000; then the 80/20 points scoring system will apply and in the case of order(s) from R1 000 000 then the 90/10 points scoring system will be apply. The example below is intended to illustrate how the formula is applied in the case of 80/20 points scoring system: $P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$ Where Ps = Points scored for comparative price of bid or offer under consideration; Pt = Comparative price of bid or offer under consideration; Pmin = Comparative price of lowest acceptable bid or offer. 	25%

7. SUBMISSION OF TENDER

The written reply to this Request for Tender (RFT) to be submitted in sealed envelopes on the date stated in section 4 at the specified address here within. ANY OTHER FORM OF TENDER SUBMISSION SHALL LEAD TO DISQUALIFICATION. Two (2) copies shall be submitted for evaluation. All written tenders submitted must be placed in the tender box marked as follows:

Denel Aviation Tender Box

Situated at:

**Denel Aviation,
Atlas Park,
Atlas Road,
Kempton Park,
E1 Building in Room 103 Upstairs.**

GPS: S 26.14522° E 028.26659°



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

8. GENERAL

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

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

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

This tender requirement is valid for 90 days from date of advertisement.

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

ANNEXURE A: SPECIFICATIONS

A. Aircraft Mechanic Toolbox

Quantity: 62 complete toolboxes

QTY	Description
1	Toolbox,Cantilever,5 tray,550x,207x226mm,Maxpower
1	Socket set,Bihex,3/8"DR,D30HMZ,6-22mm,23Pc,Gedore
1	Sockets,Bihex,3/8"DR,D30HMZ,1/4"-1",13Pc,Gedore
1	Spanner Set,Comb,IB,6-24mm,18Pc,Gedore
1	Spanner Set,Comb,IB,1/4-1",13Pc,Gedore
1	Rule,Measuring,Stainless steel,300mm,Maxpower
1	Rule,Measuring,Stainless steel,150mm,Maxpower
1	Plier,Circlip,Inside Straight,180mm,Maxpower
1	Plier,Circlip,Outside Straight,180mm,Maxpower
1	Plier,Combination,1601,160mm,(200mm)Skill
1	Plier, Diagonal Cutter, Ins Handle,1000V,190mm,Maxpower
1	Screwdriver Set, Blackpoint,100,01,6Pc in bag,Wera
1	Wrench Set, Hex Key,050-03,1.5 – 10 mm,10Pc,Swell
1	Gauge Feeler,1590M,20Blade Metric, Boker
1	Gauge Feeler,1590M,26Blade Imperial, Boker
1	Padlock, Brass KD 264,38mm 3Keys,Has
1	Ballpein Hammer,300G
1	Soft Fase Hammer,40mm
1	Supaled Magnetic Led Light
1	Long Nose Locking Plier,230mm (Safety Wire Twisting plier)
1	Brass Drift,20x200
1	Plier Bent Nose 160mm,Kennedy
1	Vernier,200mm


B. Electric/Electronic Apprentice Toolbox

Quantity: 103 complete toolboxes

QTY	DESCRIPTION
1	TOOLBOX LOCKABLE WITH 5 TRAYS MTS TB122B (Max Width 210mm x 250mm height for DTE if possible)
1	PADLOCK C/W 2 KEYS
1	HACKSAW 300mm TQA
1	RULE STEEL 300mm TQA
1	SQUARE ENGINEER 150mm TQA
1	SCRIBER STEEL 190mm TQA
1	VERNIER TQA 150mm ANALOGUE 0,05MM
1	FILE FLAT 150mm 2 nd CUT WITH HANDLE TQA
1	FILE FLAT 300mm SMOOTH WITH HANDLE TQA
1	FILE FLAT 300mm 2 nd CUT WITH HANDLE TQA
1	FILE FLAT 300mm BASTARD WITH HANDLE TQA
1	SOCKET SET 13pc 8-22mm TQA
1	SPANNER SET 6-24mm 19pc TQA
1	SCREWDRIVER SET 6pc WERA
1	PANEL DRIVER 10MM

1	PLIER ROUND NOSE 160mm TQA
1	PLIER BENT NOSE KENNEDY
1	TAPE 5M FREEMAN
1	PLIER COMB. 200mm TQA
1	PLIER SIDE CUTTER 200mm TQA
1	PLIER WATERPUMP 250mm TQA
1	HAMMER BALL PEIN 220g TQA
1	KNIFE UTILITY RUBBER GRIP TQA
1	ALLENKEY SET 7pc METRIC RACO
1	SMALL ALLEN KEYS 1,5T-HANDLE RACO
1	JUNIOR HACKSAW FRAME PISTOL GRIP MAGICUT

The following electronic toolkit to be included in toolbox

QTY	DESCRIPTION
1	SCREWDRIVER JEWELLER PRECISION 7pc SET KENNEDY Make:Kennedy-P/N:KEN 5729090K
1	MULTIMETER Fluke 17B+
1	MAGNUM 220V/60W ADJUSTABLE SOLDERING IRON - Make:Magnum-P/N:SM1220
1	SOLDERING IRON STAND – Make: ZD-10A or similar
1	BREAD BOARD - Make:E.I.C-P/N:ISO 9001-2008 Approved
2	SCOPE PROBE (X1/X10) - Make:ALP-P/N:PA360
2	BNC TO BANANA ADAPTOR - Make: EIE-P/N:K215 
1	ELECTRONIC SIDE CUTTER - Make: QUA-P/N:QSC 115E
1	ELECTRONIC LONG NOSE SERARATED STAIGHT - Make: Qua-P/N:QLN115E
1	ELECTRONIC TWEEZER SHARP NOSE CROSS PATTERN - Make: RCT-P/N:RCT1425-150MM
1	ELECTRICAL CRIMPER 1,5 – 6MM ² - INSULATED MAJORTECH - Make: KEW TECHNIK-P/N:CTR0323
1	LOBSTER AK-15A HAND RATCHET CRIMPING TOOL FOR UNINSULATED TERMINALS
1	KENNEDY WIRE STRIPPER MINI-DUO - Make: Kennedy-P/N:KEN 516-7980K
1	SOLDERWICK 5M ROLL - Make: ChemWick-P/N:CHEM 105L
1	SOLDER SUCKER – ORYX - Make: Oryx-P/N:SR3AS

C. Fitter Toolbox

Quantity: 30 complete toolboxes

QTY	DESCRIPTION
1	TOOLBOX 5TRAY MTS TB122B
1	SOCKET SET C19HMZ GEDORE 8-22mm
1	VERNIER MITUTOYO 0 – 150 (0,02)
1	ALLENKEY METRIC SET 7pc RACO
1	ALLENKEY IMPERIAL SET 7pc RACO



1	TAPE 3M
1	RULE STEEL 300mm
1	SCRIBER STEEL 190mm
1	PLIER COMB. 150mm HT
1	PLIER LONG NOSE 160mm HT
1	PLIER SIDE CUTTER 160mm HT
1	PLIER WATERPUMP 250mm
1	KNIFE UTILITY RUBBER GRIP
1	HACKSAW 300mm ECLIPS
1	HAMMER BALL PEIN -+500G
1	SQUARE ENG. 100mm
1	SCREWDRIVER WERA SLIM 3X75mm
1	SCREWDRIVER WERA SLIM 4X100mm
1	SCREWDRIVER WERA SLIM 6X150mm
1	SCREWDRIVER WERA SLIM 8X200mm
1	SCREWDRIVER WERA SLIM PHIL 1
1	SCREWDRIVER WERA SLIM PHIL 2X150
1	SCREWDRIVER WERA SLIM POZZI 2X100
1	SPANNER COMB 15DEG 6mm GEDORE
1	SPANNER COMB 15DEG 7mm GEDORE
1	SPANNER COMB 15DEG 8mm GEDORE
1	SPANNER COMB 15DEG 9mm GEDORE
1	SPANNER COMB 15DEG 10mm GEDORE
1	SPANNER COMB 15DEG 11mm GEDORE
1	SPANNER COMB 15DEG 12mm GEDORE
1	SPANNER COMB 15DEG 13mm GEDORE
1	SPANNER COMB 15DEG 14mm GEDORE
1	SPANNER COMB 15DEG 15mm GEDORE
1	SPANNER COMB 15DEG 16mm GEDORE
1	SPANNER COMB 15DEG 17mm GEDORE
1	SPANNER COMB 15DEG 18mm GEDORE
1	SPANNER COMB 15DEG 19mm GEDORE
1	SPANNER COMB 15DEG 20mm GEDORE
1	SPANNER COMB 15DEG 21mm GEDORE
1	SPANNER COMB 15DEG 22mm GEDORE
1	SPANNER COMB 15DEG 23mm GEDORE
1	SPANNER COMB 15DEG 24mm GEDORE
1	FILE FLAT 150mm SMOOTH WITH HANDLE
1	FILE TRI ANGLE 150mm 2 ND CUT WITH HANDLE
1	FILE HALF ROUND 150 mm 2 ND CUT WITH HANDLE
1	FILE FLAT 300mm SMOOTH WITH HANDLE
1	FILE FLAT 300mm 2 nd CUT WITH HANDLE
1	FILE FLAT 300mm BASTARD WITH HANDLE
1	CENTRE PUNCH
1	PIN PUNCH SET



1	DIVIDER SPRING
1	PLIER CIRCLIP INTERNAL 140mm
1	PLIER CIRCLIP EXTERNAL 140mm
1	VICEGRIP 250mm GEDORE
1	SHIFTER 250MM GEDORE
1	FILE FLAT BRUSH AFILE
1	PAINT BRUSH 50MM
1	RADIUS GAUGE 1mm – 7mm
1	THREAD GAUGE 0.4mm – 6mm
1	ZEUS PRECISION BOOK
1	SET NEEDLE FILES

D. Welders Toolbox

Quantity: 25 complete toolbox

QTY	DESCRIPTION
1	TOOLBOX 5 TRAY MTS
1	TAPE 5M FREEMAN
1	RULE STEEL 300MM
1	SCRIBER STEEL 190MM
1	PLIER COMBINATION 160MM
1	PLIER SIDE CUTTER 200MM
1	HACKSAW VICKERS 300MM
1	HAMMER BALL PEIN 500G LASHER
1	HAMMER CHIPPING MATWELD
1	WIRE BRUSH WELDING 4 ROW
1	PUNCH CENTRE 6 X 150MM GROZ
1	VICE GRIP 250MM
2	G CLAMP 150MM GROZ
1	SCREWDRIVER SET 6PC WERA
1	SHIFTER 300MM
1	AUTODARK NON ADJUST SHINE WELDING HELMET
1	COMBINATION SET STANLEY
1	FILE FLAT 150MM 2ND CUT WITH HANDLE
1	FILE FLAT 300MM SMOOTH WITH HANDLE
1	FILE FLAT 300MM 2ND CUT WITH HANDLE
1	FILE FLAT 300MM BASTARD WITH HANDLE
1	PADLOCK WITH 3 KEYS
1	HAMMER DEAD BLOW 1050G
1	SET SPANNERS 6MM – 32MM
1	VERNIER 150MM
1	BOILERMAKER CHALK HOLDER



E. Structural Worker Toolbox
Quantity: 20 complete toolboxes

QTY	Description
1	Toolbox 5tray MTS TB 122B
1	Vernier Standard TQA 150mm
1	Rule Steel 300mm TQA
1	Scriber Steel 160mm TQA
1	Plier Comb 160mm TQA
1	Cleco Plier 04-62
1	Divider Spring 150mmTQA
1	Square Engineers 150mm TQA
1	Hacksaw 300mm TQA
1	Hammer Ball Pein 300g Sando
1	Hammer hard and soft face
1	Hammer Plannishing Kennedy
1	Screwdriver Wera slim 6 x 150
1	Screwdriver Wera slim Phil 2 x 100
1	Wire File cleaning brush
1	Punch Centre TQA
1	Punch pin set 1-8 mm TQA
1	Aviation tin snip L/H Stanley
1	Aviation tin snip R/H Stanley
1	Tinsnips Gilbow Straight 200mm
1	Tinsnip Jewellers 7" Kennedy
1	Dreadnaught file 250mm Kennedy
1	File Flat 150mm Smooth
1	File Flat 150mm 2nd Cut
1	File Flat 150mm Bastard
1	File round 150mm Smooth
1	File round 150mm 2nd cut
1	File 1/2 round 150mm Smooth
1	File 1/2 round 150mm 2nd cut
7	Plastic file handel FH1 for 150mm files
1	Plastic file handel FH3 for 250mm files
2	G Clamps 75mm Groz
4	Cleco clamps
1	Needle file set
1	Padlocks C/W 2 keys



A.2 SPECIAL TERMS AND CONDITIONS

The following should apply to all toolboxes:

- Toolboxes are to be delivered at :

**Denel Aviation,
Atlas Park,
Atlas Road,
Kempton Park,
E1 Building Goods Receiving**

GPS: S 26.14522° E 028.26659°

- Toolbox should be delivered to Denel Aviation Stores Receiving Section completely packed with the list of tools as specified.
- A tool quality tool check list should be included in the toolbox as well as a monthly inspection tool list.
- Warranty and exchange policies should be provided for all tools.
- Exchange policy must also address all tools that break, especially regarding the electronic toolkit items. (Multimeter, scope probe, soldering iron and solder sucker)
- The proposal should be valid for at least 90 days from date of submission.

ANNEXURE B: PRICING SCHEDULE

TOOLBOX	QUANTITY	UNIT PRICE	TOTAL PRICE
Aircraft Mechanic Toolbox	62		
Electric/Electronic Toolbox	103		
Fitter Toolbox	30		
Welders Toolbox	25		
Structural Worker Toolbox	20		



ANNEXURE C: GENERAL CONDITIONS OF PURCHASE – DENEL AVIATION

GENERAL CONDITIONS OF PURCHASE

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

1. Definitions

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

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

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

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

2. Order contains all the conditions of the contract

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

3. Head notes

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

4. Acceptance of the order

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

5. Secrecy

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

6. Prices

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

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

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

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

7. Terms of payment

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

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



8. Jigs, tools, templates, etc.

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

9. Delivery

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

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

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

9.4 Goods shall be received by The Buyer on:

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

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

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

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

10. Risk

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

11. Documentation and marking

11.1 Every container delivered shall-

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

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

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

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

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

12. Inspection

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

13. Specifications

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

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

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



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

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

14. Guarantee

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

15. Cancellation of order

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

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

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

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

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

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

16. Release certificate

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

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

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

17. Containers

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

18. Additional charges or increased prices

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

19. Variations and modifications to the order



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

20. Liquidation

In the event of a final or provisional order of liquidation against The Supplier or in the event of The Supplier going into judicial management The Buyer shall forthwith be entitled at its option to cancel The Order without prejudice to its rights and reclaim all costs which it has incurred as a result of such cancellation and shall not be liable for any costs or expenses after the date of cancellation.

21. Cession of contract

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

22. Correspondence

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

23. Identity document

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

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

24. Requirement: export permits/licenses

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

25. Access

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

26. Shelf life requirements

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

27. RSA Legislation



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

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

1. Price basis

Prices quoted are firm.

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

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

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

Lindi Dlamini Bidvest Panalpina Logistics (Acting as Agent)
Tel +27 11 927 4495
Email: lindid@bpl.za.com

3. Clearing agent

The Buyer's clearing agent: BIDVEST PANALPINA LOGISTICS, 20 Wrench Road, Isando 1609, South Africa.
Tel: +27 11 570 6000 ; Fax: +27 11 570 6407

4. Certificate of conformance

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

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

1. Price basis

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

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

Note: All rate of exchange variations to be invoiced separately and substantiated by means of documentary proof within 40 (forty) days after delivery and acceptance of Goods unless otherwise



specified in The Order. Failure to comply with this request will result in claims not being entertained. The following documentary proof is required to ensure payment: The relevant principal's invoice together with documentary evidence from your bankers showing when foreign currency was transferred and the exchange rate at which it was remitted.

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

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

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

4. Customs clearing

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

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

5. Additional costs

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

6. Payment conditions

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

7. Certificate of conformance

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