



SBD 1
REQUEST FOR INFORMATION (RFI)

YOU ARE HEREBY INVITED TO SUBMIT INFORMATION TO MEET THE REQUIREMENTS OF DENEL VEHICLE SYSTEMS	
RFI NUMBER:	DVS022 - 2018/19
CLOSING DATE:	09 NOVEMBER 2018
CLOSING TIME:	11:00 AM
PERIOD FOR WHICH RFI'S ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:	180 days (submissions must be valid for 180 days after the closing date)
DESCRIPTION OF RFI:	REQUEST FOR INFORMATION (RFI) TO COMPANIES RENDERING MAINTENANCE AND REPAIRS OF UNINTERRUPTED POWER SUPPLY SYSTEMS LISTED AND OUTLINED IN THIS REQUEST
RFI DOCUMENTS DELIVERY ADDRESS	12 BARNSELY ROAD, BENONI INDUSTRIAL SITES, BENONI, JOHANNESBURG OR PRIVATE BAG X049 BENONI,1500, SOUTH AFRICA
ENQUIRIES	<u>DVS.Responses@lssa.co.za</u>
For Attention:	THE SCM MANAGER
NB: Bidders must ensure that they sign the register at the reception when submitting the bids.	



PART A: INFORMATION REQUEST

YOU ARE HEREBY INVITED TO SUBMIT INFORMATION TO MEET DENEL VEHICLE SYSTEMS REQUIREMENTS

BID NUMBER: DVS022-2018/19
CLOSING DATE: 09 NOVEMBER 2018
TIME: 11:00 AM

DESCRIPTION: REQUEST FOR INFORMATION (RFI) TO COMPANIES RENDERING MAINTENANCE AND REPAIRS OF UNINTERRUPTED POWER SUPPLY SYSTEMS LISTED AND OUTLINED IN THIS REQUEST

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

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

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

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

NAME OF SUPPLIER AND EACH ENTITY IN CONSORTIUM:				
POSTAL ADDRESS:				
STREET ADDRESS:				
CONTACT PERSON (FULL NAME):				
EMAIL ADDRESS:				
TELEPHONE NUMBER:				
FAX NUMBER:				
SUPPLIERS REGISTRATION NUMBER OR REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM				
VAT REGISTRATION NUMBER OR VAT REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM				
ORIGINAL TAX CLEARANCE CERTIFICATE SUBMITTED?	YES		NO	
BBEE CERTIFICATE SUBMITTED? (If claiming preference points)	YES		NO	
REGISTERED WITH THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) MAAA _____	YES		NO	



CONFIDENTIAL

FULL NAME OF AUTHORISED REPRESENTATIVE:	
CAPACITY IN WHICH AUTHORISED REPRESENTATIVE SIGNS:	
SIGNATURE OF AUTHORISED REPRESENTATIVE:	
DATE OF SIGNATURE	

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

1. DEFINITIONS

In this Request for Information, unless a contrary intention is apparent:

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

2. INTERPRETATIONS

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

- 2.1** "includes" or "including" means includes or including without limitation; and

2.2 "R" or "Rand" is a reference to the lawful currency of the Republic of South Africa.

3. RFI OR TENDER OFFICE

3.1 DENEL VEHICLE SYSTEMS – Procurement

Email: Tenders-GR.Responses@lssa.co.za or DVS.Tendders@lssa.co.za

No questions will be answered telephonically.

3.2 Submission Requirements for the RFI

All the submission must be send via email

3.2.1 Only questions, queries clarifications which are submitted to this dedicated email address, Tenders-GR.Responses@lssa.co.za or DVS.Tendders@lssa.co.za will be addressed.

3.2.2 These responses will be uploaded against this RFI on National Treasury's eTender portal.

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

3.2.4 Denel will not be held liable/responsible in the event that suppliers are not kept updated with responses to questions/queries/comments which may be posed in order to seek clarity on this RFI

3.2.5 The National Treasury's eTender portal can be accessed on the following website: <http://www.etenders.gov.za/>

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

4. STATUS OF REQUEST FOR INFORMATION

4.1 This RFI is an invitation for person(s) to submit information(s) for the provision of the services as set out in the Specification contained herein. Accordingly, this RFI must not be construed, interpreted, or relied upon, whether expressly or implicitly, as an offer capable of acceptance by any person(s), or as creating any form of contractual, promissory or other rights. No binding contract or other understanding for the supply of services will exist between DVS and any Respondents unless and until DVS has executed a formal written contract with the selected supplier.

5. ACCURACY OF REQUEST FOR INFORMATION

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

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

6. ADDITIONS AND AMENDMENTS TO THE RFI

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

6.2 If DVS exercises its right to change information in terms of clause 9.1, it may seek amended RFI from all Respondents

7. REPRESENTATIONS

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

8. CONFIDENTIALITY

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

9. REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION

9.1 All communications relating to this RFI and the RFI Process must be directed to **procurement office:** DVS.Tenders@lssa.co.za email address.

9.2 All questions or requests for further information or clarification of this RFI or any other document issued about the RFI Process must be submitted to the Procurement email address in writing, and by e-mail only.

9.3 Any communication by the Respondents to DVS will be effective upon receipt by the procurement Office.

9.4 DVS 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.

9.5 DVS shall provide all written notification or responses to Respondents questions (as posed to the dedicated email address which is DVS.Tenders@lssa.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/>

10. UNAUTHORISED COMMUNICATIONS

10.1 Communications (including promotional or advertising activities) with staff of DVS or their advisors assisting with the RFI Process are not permitted during the RFI Process, or otherwise with the prior consent of the Procurement Office. Nothing in this clause 12 is intended to prevent communications with staff of, or advisors to, DVS to the extent that such communications do not relate to this RFI or the RFI Process.

10.2 Respondents must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the RFI Process in any way.

11. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

11.1 Respondents may not seek or obtain the assistance of employees of DVS in the preparation of their RFI responses.

11.2 DVS may in its absolute discretion, immediately disqualify a Supplier that it believes has sought or obtained such improper assistance.

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

12. ANTI-COMPETITIVE CONDUCT

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

- 12.1.1 The preparation or lodgement of their responses
- 12.1.2 The evaluation and clarification of their responses; and
- 12.1.3 The conduct of negotiations with DVS.

12.2 For the purposes of this clause 14, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange and clarification of information whether or not such information is confidential to DVS or any other supplier or any other person or organisation.

13. COMPLAINTS ABOUT THE RFI PROCESS

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

13.2 The written complaint must set out:

- 13.2.1 the basis for the complaint, specifying the issues involved;
- 13.2.2 how the subject of the complaint affects the organisation or person making the complaint;
- 13.2.3 any relevant background information; and
- 13.2.4 The outcome desired by the person or organisation making the complaint.

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

14. CONFLICT OF INTEREST

14.1 Respondents must ensure that its officers, employees, agents and advisors do not place themselves in a position that may give rise to actual, potential or perceived conflict of interest between the interests of DVS and the respondent's interests during the RFI Process.

14.2 The Respondents is required to provide details of any interests, relationships or clients which may or do give rise to a conflict of interest in relation to the supply of the services under any contract that may result from this RFI.

15. LATE RFI

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

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

15.3 No late RFI will be accepted

16. SUPPLIER'S RESPONSIBILITIES

16.1 Suppliers are responsible for:

- 16.1.1 Examining this RFI and any documents referenced or attached to this RFI and any other information made available.
- 16.1.2 Ensuring that their RFI documents are accurate and complete;

- 16.1.3 Making their own enquiries and assessing all risks regarding this RFI, and fully considering and incorporating the impact of any known and unknown risks into their RFI;
- 16.1.4 Ensuring that they comply with all applicable laws in regards to the RFI Process particularly as specified by National Treasury Regulations, Guidelines, Instruction Notes and Practice Notes and other relevant legislation as published from time to time in the Government Gazette; and
- 16.1.5 Submitting all Compulsory Documents.

17.4 Failure to provide the required information may result in disqualification.

18. PREPARATION OF RIF

18.1 Respondent's must ensure that:

- 18.1.1 Their RFI documents is submitted in the required format as stipulated in this RFI; and
- 18.1.2 All the required information fields in the RFI are completed in full and contain the information requested by DVS.

18.2 DVS may in its absolute discretion reject a response(s) that does not include the information requested or is not in the format required.

19. ILLEGIBLE CONTENT, ALTERATION AND ERASURES

19.1 Incomplete response may be disqualified or evaluated solely on information contained in the RFI Process.

19.2 DVS may disregard any content in a RFI that is illegible and will be under no obligation whatsoever to seek clarification from the Respondent.

19.3 COUNTER CONDITIONS

Respondents' attention is drawn to the fact that amendments to any of the RFI Conditions or setting of counter conditions by Respondents may result in the invalidation of such RFI Process.

20. RESPONSIBILITY FOR RESPONDENTS COSTS

20.1 The Respondents in participation or involvement in any stage of the RFI Process is at the supplier's sole risk, cost and expense. DVS will not be held responsible for, or pay for, any expense or loss that may be incurred by Supplier's in relation to the preparation or lodgement of their response.

20.2 DVS is not liable to the respondents for any costs on the basis of any contractual, promissory or any grounds whatsoever as a consequence of any matter relating to the Respondents participation in the RFI Process, including without limitation, instances where:

20.2.1 The Respondents is not engaged to perform under any contract; or

20.2.2 DVS exercises any right under this RFI or at law.

21. DISCLOSURE OF RFI CONTENTS AND RFI INFORMATION

21.1 All suppliers received by DVS will be treated as confidential. DVS will not disclose contents of any response, except:

21.1.1 As required by law;

21.1.2 For the purpose of investigations by other government authorities having relevant jurisdiction;

21.1.3 To external consultants and advisors of DVS engaged to assist with the RFI Process; or for the general information of Supplier required to be disclosed as per National Treasury Regulations, Guidelines, Instruction Notes or Practice Notes.

22. FRONTING

- 22.1** DVS supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background Denel condemns any form of fronting.
- 22.2** Denel in ensuring that respondents conduct themselves in an honest manner will, as part of the RFI evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in RFI documents.
- 22.3** Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the supplier(s) to prove that fronting does not exist.
- 22.4** Failure to do so within a period of 14 days from date of notification may invalidate the RFI and may also result in the restriction of the supplier to conduct business with Denel, for a period not exceeding ten years, in addition the suppliers will be reported to National Treasury.

23. RFI DOCUMENTS ACCEPTANCE

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

25. EVALUATION PROCESS – RFI PROCESS

- 25.1** The responses will be evaluated and adjudicated as follows, request for Information.
 - 25.1.1 Shortlisted suppliers who qualify from the initial RFI stage and who adhere to all requirements, will be notified and invited to the next stage of the process, which will entail the onsite survey/evaluation
 - 25.1.2 The final outcome will be determined by the revised submission by the Respondents and the conducted presentation and interview held.
 - 25.1.3 The Denel team will conduct a final selection of suppliers and thereafter the bidders will be notified.

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
- the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

- 2.1 Full Name of bidder or his or her representative:
- 2.2 Identity Number:
- 2.3 Position occupied in the Company (director, trustee, shareholder²):
- 2.4 Company Registration Number:
- 2.5 Tax Reference Number:
- 2.6 VAT Registration Number:
- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹“State” means –

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

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

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



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2.7.1 If so, furnish the following particulars:

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

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

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

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

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

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

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

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

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

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

2.7.4 If so, furnish particulars:
.....
.....
.....

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

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

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

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



2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

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

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

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

4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

This preference form must form part of all bids 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, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to the bid:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included);
- 1.2 Preference points for this bid shall be awarded for:
 - (a) Price; and
 - (b) B-BBEE Status Level of Contribution.
- 1.3.1 The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

- 1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchase



2. DEFINITIONS

- 2.1 **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **"consortium or joint venture"** 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;
- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **"EME"** means any enterprise with annual total revenue of R5 million or less.
- 2.10 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes a juristic person;
- 2.14 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

3.1 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.

3.2 Points scored must be rounded off to the nearest 2 decimal places.

3.3 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.4 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.5 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where:

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6

7	4
8	2
Non-compliant contributor	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, 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 bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprises that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: = (Maximum of 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS).



8 SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)
- 8.1.1 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? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

- 9.1 Name of company/firm :
 - 9.2 VAT registration number :
 - 9.3 Company registration number:.....
 - 9.4 TYPE OF COMPANY/ FIRM
 - Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

- 9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

- 9.6 COMPANY CLASSIFICATION
 - Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

- 9.7 Total number of years the company/firm has been in business?
- 9.8 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 contribution indicated in paragraph 7 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 paragraph 7, 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 contribution 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 bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) 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;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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
 - (e) forward the matter for criminal prosecution

WITNESSES:

- 1.
- 2.

<p>.....</p> <p>SIGNATURE(S) OF BIDDER(S)</p>

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (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 bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury’s website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	<p>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>



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4.4.1	If so, furnish particulars:
-------	-----------------------------

SBD 8

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

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

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

The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

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

- (a) Prices;
- (b) Geographical area where product or service will be rendered (market allocation)
- (c) Methods, factors or formulas used to calculate prices;
- (d) The intention or decision to submit or not to submit, a bid;
- (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) Bidding with the intention not to win the bid.

6. In addition, there have been no consultations, communications, agreements or arrangements



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with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

- 7. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 8. Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
- 9. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number: _____
Closing Time _____	Closing date: _____

OFFER TO BE VALID FOR **180** DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	---

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

TERMS OF REFERENCE**APPOINTMENT OF A SERVICE PROVIDER FOR MAINTENANCE AND REPAIRS OF UNINTERRUPTED POWER SUPPLY SYSTEMS AT DVS SITES FOR A PERIOD OF THREE (3) YEARS****1. BACKGROUND**

Denel Vehicle Systems (Pty) Ltd (DVS); a State Owned Company requires contractor to be appointed with the main objective to ensure that all uninterrupted power supplies (UPS) at DVS are sustained, maintained and breakdowns are effectively addressed within acceptable turnaround times.

Services shall be rendered at the following geographically locations being operational sites of DVS namely:

- Main Site Benoni: Denel Vehicle Systems (Pty), Ltd T/A Denel OMC and Denel Mechatronics residing at 12 Barnsley Road, Benoni Industrial Sites, Benoni.
- Satellite Site: Denel Vehicle Systems (Pty), Ltd T/A Denel Gear Ratio situated at 8 Chris Street, Alrode, Alberton.

2. REQUIREMENT

A successful supplier/contractor will be required to maintain and repair UPS systems in accordance with specific model type and product supplier's specifications.

3. OUTPUTS

A successful supplier/contractor shall prior to rendering the services be required to provide on request quotations for repairs, alterations to existing, additions of, and, or removal of security services and new installations for DVS. No work rule shall apply without an approved order from DVS.

4. INFORMATION SESSION

Suppliers shall attend a compulsory site meeting at each location to assess and verify each site infrastructure relating compressor installations.

- Due to the extent of each site and legacy installations the site meeting requires at least two (2) hours per site.
- Due to security reasons photographic equipment is prohibited.
- Suppliers attendance will be registered on attendance register which will be used to verify submissions.
- Only submissions received from suppliers attending the compulsory site meeting submission will be eligible for participating.
- Suppliers to ensure that representatives attending the site meeting will arrive with the following personal protective equipment.
 - Appropriate Safety Shoes
 - Safety glasses
 - Ear protection
 - Work attire (no short pants allowed)

5. PERIOD / DURATION OF PROJECT / ASSIGNMENT

Preferred supplier will be required to deliver contracted services for a period of three (3) years.

6. PREFERENTIAL PROCUREMENT POINTS ALLOCATION

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

6.1 Mandatory Requirements: (Must be fully completed by bidder)

Requirement	Comply	Do not Comply
Proof of accreditation or cover letter or evidence provided which depicts supplier is conversant with DVS specific UPS systems and supplies as specified in the scope of work and from supplier information session		
Substantiate		
Technician Certification/Accreditation as competent maintaining and servicing UPS systems at DVS sites (Electrical UPS Technician and Qualified Electrician)		
Substantiate		

Note: Attach copies of applicable documentation as proof

7. EVALUATION CRITERIA

The tender will be evaluated in accordance with the PPPFA 80/20 principle against the following Criteria.

Note: Functionality scoring will be on the sliding scale as per the below table:

Rating	Definition	Score
Excellent	Exceeds the requirement. Exceptional demonstration by the supplier of the relevant ability, understanding, experience, skills, and resource and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	5
Good	Satisfies the requirement with minor additional benefits . Above average demonstration by the supplier of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	4
Acceptable	Satisfies the requirement. Demonstration by the supplier of the relevant ability, understanding, experience, skills, resource, and quality measures required to provide the goods / services, with supporting evidence.	3
Minor Reservations	Satisfies the requirement with minor reservations . Some minor reservations of the supplier's relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services, with little or no supporting evidence.	2
Serious Reservations	Satisfies the requirement with major reservations . Considerable reservations of the supplier's relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services, with little or no supporting evidence.	1
Unacceptable	Does not meet the requirement . Does not comply and/or insufficient information provided to demonstrate that the supplier has the ability, understanding, experience, skills, resource & quality measures required to provide the goods / services, with little or no supporting evidence.	0

7.1 Evaluation Criteria of Proposal

Criteria	Weighting
<p>Provide a company profile to establish that a supplier is organized, capacitated and conversant with uninterrupted power supply unit's installations services, repairs and maintenance.</p> <p>(Bidders must submit a comprehensive company profile which depicts all services required by DVS of which the following is a minimum requirement;</p> <ul style="list-style-type: none"> • Specific UPS's installed at DVS sites in order DVS can determine supplier is conversant with models installed • Servicing of units (major) • Repairs capability and access to spares for specific models <p>Sliding scale 0-5 will be used</p>	40
<p>Provide contactable references to establish supplier's track record of similar work provided to clients.</p> <p>Bidder must provide proof in the form of at least five (5) reference letters.</p> <p>(Reference letters to stipulate client contact details as well as a description of successfully rendered similar services)</p> <p>Sliding scale 0-5 will be used</p>	30
<p>Provide abridge CV's of employees which will be deployed at DVS Sites and attach to this proposal. The Summary table Annexure F shall be completed in detail.</p> <p>Assessing the qualifications/skills of employees if competent to execute service at DVS sites</p> <p>Sliding scale 0-5 will be used</p>	30
Total	100

TECHNICAL THRESHOLD:

NB: Service providers are expected to meet a minimum 60% on above threshold on the above technical requirements.

8. PRICING

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

8.1 PRICING SCHEDULE

Description	Rates R0.00 Year 1	Rates R0.00 Year 2	Rates R0.00 Year 3
Quarterly servicing all UPS's at Benoni Site			
Annual major service at least two (2) weeks before annual close of business at Benoni Site			
Total cost Benoni site			
Quarterly servicing all UPS's at Alrode Site			
Annual major service at least two (2) weeks before annual close of business at Alrode Site			
Total cost Alrode site			
Grand Total UPS Services DVS			
NOTE: Identified repairs shall be quoted at rates below and approved prior completion of the work			
State the following fixed rates for duration of contract	Rates R0.00 Year 1	Rates R0.00 Year 2	Rates R0.00 Year 3
Call-out fee normal working hours			
Call-out fee afterhours			
Labour rate normal hours			
Labour rate afterhours			
Transportation cost R/km			
Material mark-up %	%	%	%
Acknowledgement by supplier information stated in this pricing schedule is correct. Support documentation to be attached separately			
		Signature	Date

SCOPE OF WORK

DVS require services and repairs to be executed on installed UPS systems at DVS sites serving critical infrastructure.

- At Benoni Facility UPS Installations
 - Two (2) Dura Power 60kVA
 - One (1) in Disaster Recovery Facility and
 - one (1) in H Block
 - Liebert 100kVA unit main server room.
 - United Power Corporation PWM UPS Systems 11 kVA unit Test Department

- At Alrode Facility UPS Installations
 - IT main UPS: 40kVA unit.
 - Pay office: 20kVA unit.
 - Clark office: 20kVA unit.
 - Zeiss measure room: 5kVA unit.
 - Test bench control room: 500va (mini) unit.
- Three Quarterly services as prescribed by UPS OEM and preventative maintenance.
- Annual major service and preventative maintenance at least two (2) weeks prior December closes of business.
- Supplier shall assess and validate the quantity, type, model and location of installed products as an input for this tender and equipment registers.
- Appointed Supplier may be required to respond afterhours when failures occur to critical service UPS installations.
- Supplier required to assess and state condition of batteries and planned replacements due.
- **Repair activity**
 - Suppliers shall repair defective parts, sub systems in accordance with specific model type and OEM product supplier's prescriptions. All repairs shall be authorised by DVS prior actual repair task undertaken.
 - Appointed Supplier shall inform DVS with regards to status of UPS critical spares availability.
 - Supplier shall inform DVS with regards to preventative maintenance requirements ensuring UPS serviceability and availability.
 - All warranties obtained shall be transferred to DVS with validity periods, warrantee claim procedure and implications.
 - Parts and sub-systems to be replaced shall be sourced in terms of availability, cost effectiveness, running cost, energy efficiency and future spares availability within the agreed turnaround times.
- **Maintenance and repairs records**
 - Supplier to maintain a deliverable record of all maintenance and repair activities executed per site with regards to performance, failure and repair history throughout the contract period of the site UPS infrastructure.
 - The maintenance record sheet also provides a convenient reference of the maintenance tasks which must be carried out and indicates the frequency at which each task must be planned.
 - Appointed Supplier shall submit service reports and records within seven (7) days after task was completed to DVS maintenance departments.
- **Location of the works**
 - The Works is located at DVS Operational Sites at Alrode and Benoni, restricted and access controlled areas. It is crucial for the service provider to note that DVS Benoni Site is a declared National Key Point and governed as such. Note: No foreigners are allowed to work at DV sites.
 - Electrical feed problems to UPS installations remain the responsibility of DVS site internal capacity, when additions, corrections are required DVS site maintenance supervisor shall be informed timeously of any such requirement or defects.
 - Preferred supplier may be requested to assist with breakdowns after hours and any such arrangements will be communicated prior any event specifically to supplier.
- **General**
 - Repair/replacement quotations to restore unit to working/serviceability condition shall be approved by DVS prior any work undertaken.
 - Service Provider shall submit and maintain a contractor's safety file for approval by DVS Safety, Health and Environment Department, prior commencement of actual contract execution, comprising of the following proof of compliance.
 - Letter of Good Standing Department of Labour.
 - Copy of registration certificates plumbing Industry.

<ul style="list-style-type: none"> ▪ Copies of all employees ID documents which will perform services on sites for duration of contract. ▪ Medical fit certificates working at heights of all employees to be deployed at DVS sites. ▪ Proof of security screening conducted on all employees working at DVS sites. Note, No foreigners are allowed to work at DVS sites being a declared National Key Point. ▪ Copies of all MSD certificates pertaining chemical substances and gasses used during all activities. ▪ Copy of the Liability Cover. ▪ Copies of all compliance documents/certificates in terms of the OHS Act pertaining; <ul style="list-style-type: none"> ✓ Proof of skills training. ✓ Proof of lifting equipment compliance and use where applicable. ✓ Personal Protective Equipment (PPE) register. ✓ Portable Electrical Equipment (PEE) register. ✓ SHERA conducted and proof of awareness given to employees. ✓ Safety and operating requirements specific to the execution of working at heights i.e. life lines, safety harnesses and high reaches equipment. ✓ OHS Act Section 37(2) Safety Agreement signed between Service Provider and DVS. ✓ Proof of Safety and Security Induction received at DVS sites.
<p>TIME FRAME</p> <p>Supplier/s to be appointed for a period of three (3) years</p>
<p>SPECIAL CONDITIONS</p> <ul style="list-style-type: none"> • The successful service provider/s will be requested to enter into the service level agreement with Denel Vehicle Systems. • Service Provider/s shall demonstrate repaired unit is functional, restored to original serviceability and work/job card signed off by representative of site maintenance department and attached to all invoices to be a valid claim.

ANNEX A: GENERAL CONDITIONS OF CONTRACT

PLEASE INITIAL EACH PAGE OF THE GENERAL CONDITIONS OF CONTRACT

General conditions of bid and conditions of contract

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

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

1.

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

2.

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

3.

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

4.

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

5.

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

6.

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

7.

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

8.

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

9.

By submitting a proposal in response to this RFI, the bidders accept the evaluation criteria as it stands.	Accept	Do not accept

10.

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

11.

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

12.

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

13.

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

14.

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

15.

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

16.

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

17.

<p>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.</p>	Accept	Do not accept

18.

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

19.

<p>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.</p>	Accept	Do not accept

20.

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

21.

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

22.

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

23.

<p>Evaluation of Bids shall be performed by an evaluation panel established by DVS.</p> <p>Bids shall be evaluated on the basis of conformance to the required specifications as outlined in the RFI. Points shall be allocated to each bidder, 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 BBBEE (according to the PPPFA) is 20.</p>	Accept	Do not accept

24.

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

25.

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

26.

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

27.

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

28.

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

ANNEX B: RESOLUTION OF BOARD OF DIRECTORS / MEMBERS / SOLE PROPRIETOR / PARTNERS OF PARTNERSHIP

This returnable schedule needs to be completed if the tenderer is a joint venture. This form must be completed by each partner of the joint venture. The name of the principal partner must be stated under Point 2.

Resolution of Board of Directors / Members / Sole Proprietor/ Partners of Partnership (i.e. of each legal person to comprise the Joint Venture Partnership)

RESOLUTION of a meeting of the Board of *Directors / Members / Sole Proprietor/ Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ *(place)*

On _____ *(date)*

RESOLVED that:

1. The Enterprise submits a Tender, in Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Joint Venture)

To DVS in respect of the following project:

(Project description as per Tender Document)

Tender Number: _____ *(Tender Number as per Tender Document)*

2. The Principal Partner of the Joint Venture will be

(Legally correct full name and registration number, if applicable, of the Principal Partner of Joint Venture)

3. *Mr/Mrs/Ms:

_____ in
*his/her Capacity as: _____ *(Position in the Enterprise)*

And who will sign as follows: _

be, and is hereby, authorised to sign a joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the joint venture, in respect of the project described under item 1 above.



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- 4. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with DVS in respect of the project described under item 1 above.
- 5. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with DVS in respect of the project under item 1 above:

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Note:

1. * Delete which is not applicable
2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise
3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

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ANNEX C: JOINT VENTURE AGREEMENT

- To provide Joint Venture Agreement signed under Commissioner of Oath.
- To provide above documentation for both companies that form the JV.

NB: Joint venture agreement and performing the work

The primary bidder needs to have major responsibilities in this project and both parties need to state their percentage interest in this joint venture. Joint venture is encouraged mainly for developmental purposes.



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ANNEX D: COMPANY PROFILE

NB: Bidder (s) are requested to attached their company profile on this annexure

ANNEX D: COMPANY REGISTRATION DOCUMENTS (CIPC/CIPRO)

- Certified copies (**copy with original stamp**) of your CIPC (CIPRO) company registration documents listing all members with percentages, in case of close corporation
- Certified copies (**copy with original stamp**) of all latest share certificates, in case of a company



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ANNEX E: BBEE CERTIFICATES

NB: Bidder (s) is requested to attach their valid and original or certified B-BBEE Preferential point claim certificate to be eligible for points claimed. Certificate must be issued by SANAS Accredited agency.

