

REQUEST FOR INFORMATION

IN ACCORDANCE WITH THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND PREFERENTIAL PROCUREMENT REGULATIONS 2022, THIS RFI IS SUBJECT TO CRITERIA AS OUTLINED IN THE DOCUMENT BELOW.

RFI NUMBER:	RFI-ID011639
CLOSING DATE: Submission of the RFI	06 March 2026
ISSUE	1
CLOSING TIME:	11:00am
COMPULSORY BRIEFING:	20 February 2026 @ 11:00am
PPE	Bidders to wear PPE
ADDRESS FOR COMPULSORY BRIEFING:	Denel Aerospace, Atlas Road, Bonaero Park, Kempton Park
CLOSING DATE FOR ENQUIRIES:	25 February 2026 @ 11:00am
DESCRIPTION OF RFI:	Installation and Commissioning of Reverse Osmosis (RO) Water Treatment Plant
Submissions	Aero.RFI@denel.co.za
RFI ENQUIRY EMAIL ADDRESS:	Aero.RFI@denel.co.za

CONTENTS

Page

PART A: INVITATION TO RFI	3
PART B: CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS	6
PART C: SPECIFICATIONS, CONDITIONS OF RFI AND UNDERTAKINGS BY BIDDER	7
1. DEFINITIONS	7
2. RFI OFFICE	9
3. SUBMISSION OF RFI	10
4. RULES GOVERNING THIS RFI PROCESS	10
5. STATUS OF REQUEST FOR RFI	11
6. ACCURACY OF THE RFI	11
7. ADDITIONS AND AMENDMENTS TO THE RFI	11
8. REPRESENTATIONS	11
9. CONFIDENTIALITY	12
10. UNAUTHORISED COMMUNICATIONS	12
11. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION	12
12. ANTI-COMPETITIVE CONDUCT	12
13. COMPLAINTS ABOUT THE RFI PROCESS	13
14. CONFLICT OF INTEREST	13
15. LATE RFIS	14
16. BIDDER'S RESPONSIBILITIES	14
17. PREPARATION OF RFIS	15
18. ILLEGIBLE CONTENT, ALTERATION AND ERASURES	15
19. OBLIGATION TO NOTIFY ERRORS	15
20. RESPONSIBILITY FOR RFI COSTS	16
21. DISCLOSURE OF BIDDER CONTENTS AND BIDDER INFORMATION	16
22. USE OF RFIS	16
23. BID ACCEPTANCE	16
24. CHANGES TO PRICE PROPOSALS	17
25. DENEL PROCUREMENT PHILOSOPHY	17
26. BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS	18
27. B-BBEE JOINT VENTURES OR CONSORTIUMS	18
28. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE	19
29. TAX COMPLIANCE	19
30. EVALUATION CRITERIA	19
31. STATUS OF RFI	20
32. CLARIFICATION OF RFIS	21
33. DISCUSSION WITH BIDDERS	21
34. SUCCESSFUL RFIS	21
35. NO OBLIGATION TO ENTER INTO CONTRACT	21
36. BIDDER WARRANTIES	21
37. DENEL'S RIGHTS	22
38. PART D: STATEMENT OF WORK	24
39. CURRENCY	26

40.	PRICES SUBJECT TO CONFIRMATION.....	26
41.	EXECUTIVE SUMMARY B: EXECUTIVE SUMMARY.....	27

PART A: INVITATION TO RFI

PURPOSE OF THIS RFI TND-ID011639

Objective

Denel Aerospace is seeking for a supplier to submit a proposal on: Installation and commissioning of Reverse Osmosis (RO) Water Treatment Plant.

General Requirement

- Bidders should ensure that RFIs are delivered timeously and to the correct address (reflected on the cover page of this document). If the RFI is late, it will not be considered for evaluation.
- All RFIs must be submitted on this document – (NOT TO BE RE-TYPED)
- No Local RFIs received by facsimile, email or any other similar medium will be considered.
- This RFI is subject to the **General Conditions of Contract (GCC)** and Special Conditions specified in this, which is set out in PART C of this document.
- The Bidder is to indicate **acceptance and/or deviation from the General GCC** and Conditions in this section.
- **Bidder to sign all the pages of this RFI including General Conditions of Contract and Special Conditions. This is to confirm that the Bidder has read the RFI document and accepted.**

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

NAME OF BIDDER AND EACH ENTITY IN CONSORTIUM:	
POSTAL ADDRESS:	
STREET ADDRESS:	
CONTACT PERSON (FULL NAME):	
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
BIDDER REGISTRATION NUMBER OR REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM	
BIDDER VAT REGISTRATION NUMBER OR VAT REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM (Local Suppliers only)	
FULL NAME OF AUTHORISED REPRESENTATIVE:	
CAPACITY IN WHICH AUTHORISED REPRESENTATIVE SIGNS:	
SIGNATURE OF AUTHORISED REPRESENTATIVE:	
DATE OF SIGNATURE	

PART B: CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS

Please adhere to the following instructions:

1. Tick in the relevant block below
2. Ensure that the following documents are completed and signed where applicable:
3. Use the prescribed sequence in attaching the annexures that complete the RFI Document

NB: Should all of these documents not be included where applicable; the Bidder may be disqualified on the basis of non-compliance.

YES NO

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Part A: Invitation to RFI (with a signature of an authorised representative of the Bidder) |
| <input type="checkbox"/> | <input type="checkbox"/> | Part B: Checklist of compulsory returnable schedules and documents |
| <input type="checkbox"/> | <input type="checkbox"/> | Part C: Specifications, Conditions of RFI and Undertakings by Bidder (with a signature of an authorised representative of the Bidder) |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure A: Statement of Work and Schedule of Rates/Price Proposal |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure B: SBD2 – Tax Clearance Certificate or Tax Pin Requirement (<i>N/A to Foreign Bidders</i>) |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure C: SBD4 - Declaration of Interest |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure G: B-BBEE status level certificate (<i>N/A to Foreign Bidders</i>) |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure H: Certified copies of your CIPC company registration documents listing all members with percentages, in case of a close corporation (<i>N/A to Foreign Bidders</i>) |

PART C: SPECIFICATIONS, CONDITIONS OF RFI AND UNDERTAKINGS BY BIDDER

1. DEFINITIONS

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

- 1.1 **B-BBEE** means Broad-Based Black Economic Empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act, 2003 (ACT NO 53 OF 2003);
- 1.2 **B-BBEE ACT** means The Broad-Based Black Economic Empowerment Act, 2003 (ACT NO 53 OF 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 6 AND 7 of the Preferential Procurement Regulations, 2022;
- 1.4 **BUSINESS DAY** means a day which is not a Saturday, Sunday or public holiday;
- 1.5 **RFI** means a written offer in the prescribed or stipulated form lodged by a Bidder in response to an invitation in this request for RFI("RFI"), containing an offer to provide goods, works or services in accordance with the specification as provided in this RFI;
- 1.6 **BIDDER** means a person or legal entity, or an unincorporated group of persons or legal entities that submit a RFI;
- 1.7 **COMPANIES ACT** means the Companies Act, 2008 (ACT NO 71 OF 2008);
- 1.8 **COMPULSORY DOCUMENTS** means the list of compulsory schedules and documents set out in PART B;
- 1.9 **CLOSING DATE AND TIME** means the date and time, by which RFIs must be received;
- 1.10 **DENEL** means Denel SOC LTD, a State-Owned Company with registration number: 1992/001337/30) or any of its divisions and subsidiaries;
- 1.11 **EVALUATION CRITERIA** means the criteria set out under the clause 30 (evaluation process) of this Part C, which includes functional criteria (stage1) and price and preferential points (stage 2) assessment;
- 1.12 **FUNCTIONAL CRITERIA** means the criteria set out in clause 30.2 referring to the qualify specification of the RFI in accordance with the relevant standards. refer to part c of this document;
- 1.13 **INCLUDES OR INCLUDING** means includes or including without limitation;
- 1.14 **INTELLECTUAL PROPERTY RIGHTS** means all rights, title and interests in and to any creation of the mind that is capable of being protected by statute or through common law including, but not limited to, copyright, designs, know-how, patents and trademarks and any other ensuing intellectual property rights and interests of a similar nature whether registerable or not;
- 1.15 **NKP** means an area declared as a National Key Point Area in terms of The National Key Point Act, 1980 (ACT NO 102 OF 1980) as amended;
- 1.16 **PFMA** means the Public Finance Management ACT, 1999 (ACT NO 1 OF 1999), as amended;

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- 1.17 **PPPFA** means The Preferential Procurement Policy Framework Act, 2000 (ACT NO 5 OF 2000) as amended;
- 1.18 **PPPFA REGULATIONS** means The Preferential Procurement Regulations 2022, Published In Terms Of The PPPFA;
- 1.19 **PRICE AND PREFERENTIAL POINTS ASSESSMENT** means the process described in clause 30.3 of this document in Part C, as prescribed by the PPPFA.
- 1.20 **RAND OR R** is a reference to the lawful currency of the Republic Of South Africa;
- 1.21 **REQUEST FOR RFI 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 Denel;
- 1.22 **SARS** means The South African Revenue Service;
- 1.23 **SERVICES** means the services required by Denel, as specified in this RFI Part D;
- 1.24 **SLA** means Service Level Agreement that will be concluded between Denel and successful Bidder, if/ where applicable;
- 1.25 **SOC** means State Owned Company, as defined by the Companies' Act;
- 1.26 **SPECIFICATION** means specification or description of Denel's requirements contained in this RFI;
- 1.27 **STATE** means The Republic of South Africa;
- 1.28 **RFI PROCESS** means the process commenced by the issuing of this request for RFIs and concluding upon formal announcement by Denel of the selection of a successful Bidder(s) or upon the earlier termination of the process;
- 1.29 **WEBSITE** means a website administered by Denel under its name with web address www.denel.co.za;

Note: The term SLA and Contract are used interchangeably in this document.

2. RFI OFFICE

DENEL AEROSPACE

Kindly forward your queries to the email as identified on cover page of RFI.

No questions will be answered telephonically.

Kindly note that it is the sole responsibility of the Bidder, to ensure they attend the briefing.

The briefing will be used to clarify any issues in this RFI document. (If applicable)

Additional information, responses to questions/queries/comments will be posted on the e-Tender portal updates from time to time. Denel will not be held liable/responsible in the event that Bidders do not view this information. SUBMISSION OF RFIS

- 2.1 Submission of RFIs are to be submitted to the email address as indicated on the cover page of this RFI.
- 2.2 Information to be marked on package containing RFI

RFI number must be reflected in the emails "Subject" field.
Note:Return address will be deemed the sender email address. Kindly ensure all submissions are duly authorised. If the Bidders are submitting more than one (1) RFI regarding the functions explained in the cover page and Part D of this RFI, then these should be submitted as separate submissions and indicated on the cover page of the RFI
- 2.3 BIDDERS are requested to initial each page of the RFI document on the bottom right hand corner.

3. SUBMISSION OF RFI

- 3.1 Bids are to be submitted to the email address as indicated on the cover page of this RFI.

4. RULES GOVERNING THIS RFI AND THE RFI PROCESS

- 4.1 Participation in the RFI process is subject to compliance with the rules, terms and conditions contained in part c of this RFI.
- 4.2 All persons (irrespective of whether they are participants in this RFI process) who obtained or received this RFI may only use it, and the information contained herein, in compliance with the rules, terms and conditions contained in this RFI.
- 4.3 All Bidders are deemed to accept the rules, terms and conditions contained in part c of this RFI.
- 4.4 The rules, terms and conditions contained in this RFI apply to:
- 4.4.1 The RFI and any other information given, received, or made available about this RFI, and any revisions or annexures;
 - 4.4.2 The RFI Process; and
 - 4.4.3 Any communications (including any briefings, presentations, meetings, and negotiations) relating to the RFI or the RFI Process.

5. STATUS OF REQUEST FOR RFI

This RFI is an invitation for person(s) to submit a RFI(s) for the provision of the services as set out in the Specification contained in Part D of this RFI. 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 products/services will exist between Denel and any Bidder unless and until Denel has executed a formal written contract with the successful Bidder.

6. ACCURACY OF THE RFI

- 6.1 Whilst all due care has been taken in connection with the preparation of this RFI, Denel makes no representations or warranties that the content in this RFI or any information communicated to or provided to Bidders during the RFI process is, or will be, accurate, current or complete. Denel, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.
- 6.2 If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this RFI or any other information provided by Denel (other than minor clerical matters), the Bidder must promptly notify Denel in writing of such discrepancy, ambiguity, error or inconsistency in order to afford Denel an opportunity to consider what corrective action is necessary (if any).
- 6.3 Any actual discrepancy, ambiguity, error or inconsistency in this RFI or any other information provided by Denel will, if possible, be corrected and provided to all Bidders without attribution to the Bidder who provided the written notice

7. ADDITIONS AND AMENDMENTS TO THE RFI

- 7.1 Denel reserves the right to change any information in, or to issue any addendum to this RFI before the closing date and time. Denel and its officers, employees and advisors will not be liable in connection with either the exercise of, or failure to exercise this right.
- 7.2 If Denel exercises its right to change information in terms of clause 7.1, it may seek amended RFIs from all Bidders.

8. REPRESENTATIONS

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

9. CONFIDENTIALITY

All persons (including all Bidders) obtaining or receiving this RFI and any other information about 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 RFI in response to this RFI.

10. UNAUTHORISED COMMUNICATIONS

- 10.1 Communication (including promotional or advertising activities) with staff of Denel or their Denel assisting with the RFI process is not permitted during the RFI process. Nothing in this clause 11 is intended to prevent communications with staff of, or advisors to, Denel to the extent that such communication is not related to this RFI or the RFI process.
- 10.2 BIDDERS 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 BIDDERS may not seek or obtain the assistance of employees of Denel in the preparation of their RFI responses.
- 11.2 Denel may in its absolute discretion, immediately disqualify a Bidder that it believes has sought or obtained such improper assistance.
- 11.3 BIDDERS are to be familiar with the implications of contravening the prevention and combating of corrupt activities act, 2004 and any other relevant legislation.
- 11.4 Any improper communication, canvassing, or engagement with any Denel people/person/representative will result in immediate disqualification from the RFI process

12. ANTI-COMPETITIVE CONDUCT

- 12.1 BIDDERS and their respective officers, employees, agents, and advisors must not engage in any collusion, anti-competitive conduct or any other similar conduct with any other Bidder or any other person(s) in respect of this RFI process, including during the:
- a. Preparation or lodgement of their RFI;
 - b. evaluation and clarification of their RFI; and
 - c. negotiations with Denel.
- 12.2 For the purposes of this clause 13, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange, and clarification of information whether or not such information is confidential to Denel or any other Bidder or any other person or organisation.
- 12.3 In addition to any other remedies available to it under law or contract, Denel may, in its absolute discretion, immediately disqualify a Bidder that it believes has engaged in any collusive, anti-competitive conduct or any other similar conduct during or before the RFI process.

13. COMPLAINTS ABOUT THE RFI PROCESS

- 13.1 Any complaint about the RFI or the RFI process must be submitted to the RFI office via the RFI response email address, by email only, immediately upon the cause of the complaint arising or becoming known to the Bidder.
- 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 Denel, the complaint should be addressed in writing marked for the attention of the chief executive officer of Denel, and delivered to the physical address of Denel, as notified.

14. CONFLICT OF INTEREST

- 14.1 A Bidder must ensure that its officers, employees, agents and advisors do not place themselves in a position that may give rise to actual, potential or perceived conflict of interest between the interests of Denel and the Bidder's interests during the RFI process.
- 14.2 The Bidder 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 products/services under any contract that may result from this RFI. If the Bidder submits its RFI and a subsequent conflict of interest arises, or is likely to arise, which was not disclosed in the RFI, the Bidder must notify Denel immediately in writing of that conflict.
- 14.3 Denel may immediately disqualify a Bidder from the RFI process if the Bidder fails to notify Denel of the conflict of interest as required.

15. LATE RFI

- 15.1 RFI's must be delivered by the closing date and time. The closing date and time may be extended by Denel in its absolute discretion by providing written notice to Bidders, if available or be amended on the RFI portal.
- 15.2 RFI's delivered after the closing date and time or lodged at a location or 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. **No late RFI's will be accepted.**
- 15.3 The determination by Denel as to the actual date and time that a RFI is submitted is final.

16. BIDDER'S RESPONSIBILITIES

- 16.1 BIDDERS are responsible for:
 - 16.1.1 Examining this RFI and any documents referenced or attached to this RFI and any other information made or to be made available by Denel to Bidders in connection with this RFI;
 - 16.1.2 Fully informing themselves in relation to all matters arising from this RFI, including all matters regarding Denel's requirements for the provision of the Services;
 - 16.1.3 Ensuring that their RFI's are accurate and complete;
 - 16.1.4 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;
 - 16.1.5 Ensuring that they comply with all applicable laws with 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
 - 16.1.6 Submit all Compulsory Documents.

17. PREPARATION OF RFIS

- 17.1 BIDDERS must ensure that:
 - 17.1.1 Their RFI is submitted in the required format as stipulated in this RFI; and
 - 17.1.2 All the required information fields in the RFI are completed in full and contain the information requested by Denel.
- 17.2 Denel may in its absolute discretion reject a RFI that does not include the information requested or is not in the format required.
- 17.3 Unnecessarily elaborate responses or other representations beyond that which is sufficient to present a complete and effective RFI is not desired or required. Elaborate and expensive visual and other presentation aids are not necessary.
- 17.4 Where the Bidder is unwilling to accept a specified condition, the non-acceptance must be clearly and expressly stated. Prominence must be given to the statement detailing the non-acceptance. It is not sufficient that the statement appears only as part of an attachment to the RFI, or be included in the general statement of the Bidder's usual operating conditions.
- 17.5 An incomplete RFI may be disqualified or assessed solely on the information completed or received with the RFI.

18. ILLEGIBLE CONTENT, ALTERATION AND ERASURES

- 18.1 Denel may disregard any content in a RFI that is illegible and will be under no obligation whatsoever to seek clarification from the Bidder.
- 18.2 Denel may permit a Bidder to correct an unintentional error in its RFI where that error becomes known or apparent after the closing time, but in no event, will any correction be permitted if Denel reasonably considers that correction would materially alter the substance of the RFI or affect the fairness of the RFI process.

19. OBLIGATION TO NOTIFY ERRORS

If, after a Bidder's Response has been submitted, the Bidder becomes aware of an error in its Response (including an error in pricing, but excluding clerical errors which would have no bearing on the evaluation of the RFI), the Bidder must promptly notify Denel of such error **before** closing date and time of the RFI.

20. RESPONSIBILITY FOR RFI COSTS

- 20.1 The Bidders participation or involvement in any stage of the RFI process is at the Bidders sole risk, cost and expense. Denel will not be held responsible for, or pay for, any expense or loss that may be incurred by Bidders in relation to the preparation or lodgement of their RFI.
- 20.2 Denel is not liable to the Bidder for any costs on the basis of any contractual, promissory or restitution grounds whatsoever as a consequence of any matter relating to the Bidder's participation in the RFI process, including without limitation, instances where:
- 20.2.1 the Bidder is not engaged to perform under any contract; or
- 20.2.2 Denel exercises any right under this RFI or at law.

21. DISCLOSURE OF RFI CONTENTS AND RFI INFORMATION

- 21.1 All RFIs received by Denel will be treated as confidential. Denel will not disclose contents of any RFI and RFI information, 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 Denel engaged to assist with the RFI Process; or for the general information of Bidders required to be disclosed as per National Treasury Regulations, Guidelines, Instruction Notes or Practice Notes.

22. USE OF RFI

- 22.1 Upon submission in accordance with the requirements relating to the submission of RFIs, all RFIs submitted become the property of Denel. BIDDERS will retain all ownership rights in any intellectual property contained in the RFIs.
- 22.2 Each Bidder, by submission of their RFI, is deemed to have licensed Denel to reproduce the whole, or any portion, of their RFI for the sole purposes of enabling Denel to evaluate the RFI.

23. RFI ACCEPTANCE

All RFIs received must remain open for acceptance for a minimum period as stipulated in the cover page of the RFI from the Closing Time. This period may be extended by written mutual agreement between Denel and the Bidder.

24. CHANGES TO PRICE PROPOSALS

Changes by the Bidders to submitted RFIs will not be considered after the closing date and time.

25. DENEL PROCUREMENT PHILOSOPHY

It is the policy of Denel, when purchasing products, services and works, to follow a course of optimum value and efficiency by adopting best purchasing practices in Supply Chain Management, ensuring where possible that open and fair competition has prevailed, with due regard to the importance of:

25.1 The PFMA and the PPPFA;

25.2 Preferential procurement regulations 2022;

25.3 Relevant legislation; and

25.4 In its quest to advance black-owned companies and individuals, Denel will actively support and give preference to companies with one or a combination of the following transformation profiles:

- a. At least 51% Black owned;
- b. At least 51% Black Youth owned;
- c. At least 51% Black Women owned;
- d. At least 51% Black People with Disabilities owned;
- e. At least 51% owned by Black People Living in Rural or Underdeveloped areas or Townships;
- f. At least 51% owned by Black People who are Military Veterans as defined in the B-BBEE Act.

- Note:**
1. As a SOC is mandated to give preference to B-BBEE compliant and transformed companies. Bidders that do not meet the above-mentioned transformation levels must submit a Transformation Plan outlining steps to address shortcomings in their current status. **(N/A to bidders based overseas)**
 2. The transformation plan must be submitted as part of the original bid submission. Failure to do so may lead to the disqualification of the bid. **(N/A to foreign bidders)**

26. BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS (N/A TO BIDDERS BASED OVERSEAS)

- 26.1 As explained in more detail in the BBEE Preference Points Claim Form and as prescribed in terms of the Preferential Procurement Policy Framework Act, 2000 (PPPFA), (Act No 5 of 2000) and its Regulations, Bidders are to note that Denel will award preference points to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).
- 26.2 To qualify for preferential procurement
- 26.2.1 Bidders with annual total revenue of R10 million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the B-BBEE Act and must submit a certificate issued by a registered, independent auditor (who is not the Bidder or a partner to the Bidder) or an accredited verification agency. (N/A to Foreign bidders)
- 26.2.2 Bidders other than Exempted Micro-Enterprises (EMEs) must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE status. The submission of such certificates must comply with the requirements of instructions and guidelines issued by National Treasury and must be in accordance with the applicable notices published by the Department of Trade and Industry in the Government Gazette. (N/A to Foreign bidders)
- 26.3 Denel shall use the lowest acceptable RFI to determine the applicable preference point system that is either 90/10- or 80/20-point system as per the PPPFA regulations.
- 26.4 Bidders are required at all times to comply with the latest B-BEE legislation and/or instruction notes as issued from time to time by the department of trade and industry.
- Note:** Failure to submit a valid and original or a certified copy of the Bidder's B-BBEE certificate as stipulated in this document (the B-BBEE Preference Points Claim Form) at the Closing Date and Time of this RFI, will result in a score of zero being allocated for B-BBEE.

27. B-BBEE JOINT VENTURES OR CONSORTIUMS

- 27.1 BIDDERS who wish to respond to this RFI as a joint venture [JV] or consortium with other entities, must state their intention to do so in their RFI submission.
- 27.2 Such Bidders must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Denel through this RFI process.
- 27.3 This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Denel.
- 27.4 BIDDERS are to note the requirements for B-BBEE compliance of JVs or consortiums as required in the B-BBEE preference point claim form and submit it together with proof of their B-BBEE status as stipulated in the claim form in order to obtain preference points for their B-BBEE status.

28. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Bidders are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information.

A RFI may not be awarded to a Bidder who has failed to register on the CSD.

Only foreign suppliers with no local registered entity need not register on the CSD.

The CSD can be accessed at <https://secure.csd.gov.za/>. Respondents are required to provide the following to Denel in order to enable it to verify information on the CSD:

29. TAX COMPLIANCE

29.1 A Bidder must be compliant when submitting a proposal to DENEL and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the income tax act, 1962 (act no. 58 of 1962) and value added tax act, 1991 (act no. 89 of 1991).

29.2 It is a condition of this RFI that the tax matters of the successful Bidder are in order, or that satisfactory arrangements have been made with the South African revenue service (SARS) to meet the Bidder's tax obligations.

Note: Overseas Bidders are to obtain an RSA Tax Clearance Certificate! By completing the SBD1 Form.

29.3 National treasury shall verify the Bidder's tax compliance status through the central supplier database. **(n/a to bidders based overseas)**

29.4 It is a requirement that a Bidder grant a written confirmation when submitting a RFI that SARS may on an on-going basis during the tenure of the contract disclose the Bidder's tax compliance status and by submitting this RFI such confirmation is deemed to have been granted.

29.5 Where consortia / joint ventures / sub-contractors are involved, each party must be registered on the central supplier database and their tax compliance status will be verified through the central supplier database **[n/a to bidders based overseas]**

30. EVALUATION CRITERIA

The RFIs will be evaluated and adjudicated as follows:

30.1 MANDATORY EVALUATION CRITERIA

30.1.1 Only those Bidders which satisfy all of the Mandatory Criteria will be eligible to participate further in the RFI Process.

All documentation must be attached proving that Bidder comply to the mandatory requirements.

31. STATUS OF RFI

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

32. CLARIFICATION OF RFI

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

33. DISCUSSION WITH BIDDERS

Denel is under no obligation to discuss the outcome of the RFI process with any of the Bidders

34. SUCCESSFUL RFI

- 34.1 Selection as a successful Bidder does not give rise to a contract (express or implied) between the successful Bidder and Denel for the supply of products / services until such time that Denel and the successful Bidder conclude the SLA.
- 34.2 The Bidder is bound by its proposal and all other documents forming part of its response, and Denel will not entertain any material deviation from the original offer.

35. NO OBLIGATION TO ENTER INTO CONTRACT

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

36. BIDDER WARRANTIES

- 36.1 By submitting a RFI, a Bidder warrants that:
- 36.1.1 It did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of Denel, its officers, employees, or advisers other than any statement, warranty or representation expressly contained in the RFI;
- 36.1.2 it did not use the improper assistance of Denel's employees or information unlawfully obtained from them in compiling its RFI;
- 36.1.3 it is responsible for all costs and expenses related to the preparation and submission of its RFI, and any future process connected with or relating to the RFI Process;
- 36.1.4 it accepts and will comply with the terms set out in this RFI; and

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- 36.1.5 It will provide additional information in a timely manner as requested by Denel to clarify any matters contained in the RFI.

37. DENEL's RIGHTS

- 37.1 Notwithstanding anything else in this RFI, and without limiting its rights at law or otherwise, Denel reserves the right, in its absolute discretion at any time, to:
- 37.1.1 Cease to proceed with, or suspend the RFI Process prior to the execution of a formal written contract and/or SLA;
 - 37.1.2 Alter the structure and/or the timing of this RFI or the RFI Process;
 - 37.1.3 Amend any RFI condition, RFI validity period, RFI specifications or extend the RFI closing date, all before the RFI closing date:
 - 37.1.4 Terminate the participation of any Bidder or any other person in the RFI Process;
 - 37.1.5 Request additional relevant information, agreements and other documents to verify information provided in the RFI response or request clarification from any Bidder or any other person;
 - 37.1.6 Provide additional information or clarification;
 - 37.1.7 Negotiate with any one or more Bidder's;
 - 37.1.8 Call for new RFIs;
 - 37.1.9 Reject any RFI that does not comply with the requirements of this RFI.
 - 37.1.10 Disregard the lowest priced RFI or any RFI in part or in whole
 - 37.1.11 Categorise the RFIs into different areas of expertise
 - 37.1.12 Conduct site visits at the Bidders Offices or at Client's Site or office if so required

37.1.13 Consider the guidelines and prescribed hourly remuneration rates for consultants as provided for in the National Treasury Instruction 01 of 2013\2014: Cost Containment Measures, where relevant.

- 37.1.14 Governing laws
- 37.2 This RFI and the RFI process are governed by the laws of the republic of South Africa.
- 37.3 All RFIs must be completed using the English language and
- 37.4 All costing must be in Rands.

38. PART D: STATEMENT OF WORK

Installation and commissioning of Reverse Osmosis (RO) Water Treatment Plant

1. MAIN REQUIREMENTS

- a. Configuration: Two (2x) Reverse Osmosis (RO) plants; dual/interchangeable operation, i.e., 1 operational & 1 on stand-by mode
- b. Feed Water Source: Municipal water – Ekurhuleni
- c. Total System Capacity: 12 m³/hr per plant
- d. Total Volume Permeate Production: 240 m³/day per plant
- e. Total Operating Time: 16 hr/day

Quality of water supply after treatment

- f. Electrical Conductivity of Final Water: < 10 µS/cm
- g. Total Dissolved Solids of Final Water: < 10 ppm
- h. pH of Final Water: or 5 – 7

2. ADDITIONAL REQUIREMENTS

- a. 20 000 L storage tank; for storage of final water (usable back-up water)
- b. Plants to be containerised (to protect the equipment against environmental elements)
- c. Fully automated plant with controlling features – Permeate rinse on shut-down, periodic flushing
- d. Remote access process monitoring
- e. Training for staff members to be included
- f. Assessment report pre and post installation
- g. Outline serving plan for the plant

3. REQUIRED DOCUMENTATIONS AFTER INSTALLATION

Note: Evidence of previous installation can be submitted

- a. Operating & Maintenance manuals
- b. Plant schematics / pictorial overview
- c. Evidence of functional commissioned facility operating longer than 10yrs
- d. Process & Electrical diagrams
- e. Pump specification sheet
- f. Chemical & Materials Safety AND Data sheets
- g. Training certificates for staff members (after training is complete)

- h. Commissioning & Test sheet
- i. Safety Assurance / Guarantee / Warrantee Certificate (CoC)
- j. Evidence of compliance to regulatory requirements and municipality by laws

NOTES: -

- a. Information supplied to include the Transportation (delivery), Installation & Commissioning costs
- b. Plant to be used to supply clean water for surface treatment processes; plant to be located in or near surface treatment plant (Gauteng, Kempton Park Campus)
- c. RO plant be economical; i.e., include recycling/recirculating features to reduce water wastage
- d. Plant to be linked to existing effluent facility for waste water
- e. Piping from RO plant to existing surface treatment and cleaning tanks to be included in quote

38.1 Price proposal on the letterhead

38.2 Incoterms

Denel Aerospace is seeking for a supplier to submit a proposal on: Installation and commissioning of Reverse Osmosis (RO) Water Treatment Plant. Bidders must complete the table for the Schedule of Rates on paragraph 38, Part D (Including Company Stamp) and submit as a pricing proposal.

Failure to submit this document will result in the Bidder's submission being disqualified.

39. CURRENCY

All Local RFIs must be quoted in South African Rand on a fixed price basis, with all applicable taxes included shown separately-

All foreign Bidders prices will be in USD or GBP, EURO.

40. PRICES SUBJECT TO CONFIRMATION

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

1. BINDING OFFER

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

2. DISCLAIMERS

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

- A.2.1 Award only a portion of the proposed product(s)/service(s) which are reflected in the scope of this RFI;

- A.2.2 Split the award between more than one enterprise/organisation should it at Denel's discretion be more advantageous in terms of, amongst others, cost or developmental considerations; or make no award at all;
- A.2.3 Validate any information submitted by Bidders in response to this RFI. This would include, but is not limited to, requesting the Bidders to provide supporting evidence. By submitting a RFI, Bidders hereby irrevocably grant the necessary consent to Denel to do so;
- A.2.4 Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- A.2.5 Award the RFI to the next highest ranked Bidder, should the preferred Bidder fail to sign or commence with the contract within a reasonable period after being requested to do so, provided that the preferred Bidder is still prepared to provide the required goods at the quoted price. Under such circumstances, the validity of the RFIs of the next ranked Bidder(s) will be deemed to remain valid, irrespective of whether the next ranked Bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required goods at their quoted price, even after they have been issued with a Letter of Regret;
- A.2.6 Cancel the contract and/or place the Bidder on Denel's list of Restricted Suppliers, should a contract be awarded on the strength of information furnished by the Bidder, which after award of the contract, is proven to have been incorrect;
- A.2.7 Award RFI to the highest scoring Bidder(s) unless objective criteria justifies the award to another Bidder.

Note: Denel will not reimburse any Bidder for any preparatory costs or other work performed in connection with its Proposal, whether or not the Bidder is awarded a contract.

3. PAYMENT TERMS

The service provider shall note and accept Denel's payment terms.

4. SCHEDULE OF RATES/PRICE

As applicable

EXECUTIVE SUMMARY B: EXECUTIVE SUMMARY

The following annexure are required as per Part B, checklist: -

Annexure A – Schedule of Rates/Price Proposal.

Price list and schedule of deliverable's as per statement of Work

Annexure C: SBD1– Tax Clearance Certificate Requirement (*N/A to Local Bidders*)

Annexure D: SBD2 – Tax Clearance Certificate Requirement (*N/A to Foreign Bidders*)

Annexure E: SBD4 - Declaration of Interest

Annexure G: B-BBEE status level certificate/Affidavit (*N/A to Foreign Bidders*)

Annexure H: Certified copies of your CIPC company registration documents listing all members with percentages, in case of a close corporation (*N/A to Foreign Bidders*)