

The purpose of this bid is for the appointment of service providers to assist Denel Dynamics for the supply and delivery of Bulk Liquid Nitrogen to Denel Dynamics's DETEK facility based in the CSIR Pretoria campus for a period of thirty-six (36) months "on an as and when required basis."

Denel Dynamics, **a division of Denel SOC Ltd**, an innovative leader in advanced systems technology. Our core business includes tactical missiles, precision guided weapons, unmanned aerial vehicle systems. Our products are designed, developed and manufactured in South Africa. Denel Dynamics is a strategic partner of the South African National Defence Force.

RFP Reference Number	06187-00020-504-001-01- BID FOR APPOINTMENT OF SERVICE PROVIDER: BULK LIQUID NITROGEN: DETEK FACILITY ECP no. 2060317
Denel Dynamics, a division of Denel SOC Ltd	Address: Nelmapius Drive, Centurion, Pretoria Websites: www.deneldynamics.co.za / www.denel.co.za
Description of RFP:	Supply and delivery of Bulk Liquid Nitrogen to Denel Dynamics's DETEK facility based in the CSIR Pretoria campus for a period of thirty-six (36) months "on an as and when required basis."
Issue date of RFP:	Thursday, 30 April 2026
Compulsory Briefing Session:	None.
RFP closing date and time:	Wednesday, 13 May 2026, at 11H00
<i>Suppliers should ensure that information is delivered timeously and to the correct email address (reflected on the cover page of this RFP document). If the information is late, it will not be considered for evaluation.</i>	
Submission of bid proposals:	Bid proposal/s must be submitted in a sealed envelope, marked as confidential and for the attention of Supply Chain Management Office Bid No: Bid Description Bid proposals must be placed in the Tender Box located at: DENEL SOC LTD Nelmapius Drive, IRENE 0157 Submit one (1) fully completed and signed original bid document.
<i>Denel Dynamics may seek clarification from and enter into discussions with any or all of the Suppliers in relation to their RFP information provided. Denel Dynamics may use the information obtained when clarification is sought or discussions are held in interpreting the RFP information and evaluating the cost and risk of accepting the RFP information. Failure to supply clarification to the satisfaction of Denel Dynamics may render the RFP information liable to disqualification.</i>	
RFP enquiry email address:	procadmin@deneldynamics.co.za
ALL RFP RESPONSES MUST BE COMPLETED USING THE ENGLISH LANGUAGE	

Specifications for the appointment of a supplier for the supply and delivery of Bulk Liquid Nitrogen to Denel Dynamics's DETEK facility based in the CSIR Pretoria campus for a period of sixty (36) months on an "as and when required basis".

Denel Dynamics uses on average ±4000 Kg of liquid nitrogen per month. Bulk Liquid nitrogen to be stored on-site in appropriate vessel owned and maintained by the supplier.

1.1 PURPOSE

A professional service provider of liquid nitrogen is required in the DETEK facility for the supply of bulk liquid nitrogen for a period of 36-months. Liquid nitrogen, **with moisture content not exceeding 1ppm**, is to be stored on-site in an appropriate vessel installed, owned and maintained by the supplier. Training on the safe operation of the tank is required and must be included as part of the project deliverables.

1.2 SITE LOCATION:

The CSIR Pretoria site
GPS Location 25.45.191° S, 28.16.649°E
Physical address: Meiring Naude, Brummeria, Pretoria, South Africa
Building 43E

1.3 SITE INSPECTIONS

It is highly recommended that the service provider shall inspect and examine the site and its surroundings and satisfy himself/herself before submitting his/her quotation as to the layout of the area for the installation of the vessel and the practicality thereof, with three (3) days' noticed given to Denel Dynamics for such inspection. The service provider must inspect the means of access to the site and in general shall obtain all necessary information as to the risks, contingencies and other circumstances which may influence or affect his/her work.

It remains the service provider's responsibility to arrange for labour, transport, offloading, storage and safekeeping of the material, workshop provisioning, scaffolding, equipment and tools required for the execution of the work in general. No claims arising (money wise or time) from a lack of knowledge in this regard will be considered.

The service provider shall be deemed to have satisfied himself/herself before submitting the quotation as to the correctness and sufficiency of his/her quotation for the work, rates and prices he/she has stated in the quotation. It must cover all his/her obligations under the work to be done for the proper completion of the work/project.

1.4 GUARANTEES

The service provider shall guarantee the installation, workmanship and materials being used for this project for a period of thirty-six (36) months. The guarantee will commence on the date of receipt of the total and complete installation

1.5 OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AS AMENDED

The refurbishment and/or installation of the work must be in accordance with the conditions as set out in the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended.

1.6 UNAUTHORISED PERSONS

The service provider shall at all times keep un-authorized persons strictly away from work being done. Under no circumstances may any person be allowed to sleep or keep any possessions (material) on the installation site during the project period or thereafter unless prior arrangement is made.

1.7 DISTURBANCE

The service provider shall perform all work with as little noise and mess as possible and with the minimum disturbance for adjacent and existing buildings and their occupants.

The service provider shall take all the precautions to protect adjacent buildings from damage and he/she alone shall be held liable for any damage to persons or property because of insufficient precautions.

The service provider shall take the necessary steps to ensure that the workers do not walk around in existing buildings unless necessary for the activities.

NOTE:

After the issuing of the order, it shall be the service provider's duty to arrange for an inspection of the buildings, etc. and the adjacent sites in the presence of Denel Dynamics's representative to identify any defects such as cracks, etc. in buildings, rainwater canals, kerb stones, etc. that may possibly be damaged during execution of this project.

Such defects shall be recorded to refute any allegations that they have been caused by the installation operations under this project. If such defects are in fact present, the service provider shall record them and submit this in writing to the representative before work commences.

If the service provider fails to inform Denel Dynamics in writing, it shall be assumed that there are no such defects

1.8 PROGRESS SCHEDULE

A provisional project plan is required as part of the bid that clearly indicates major deliverables and their associated times. Before any work shall commence the service, provider shall submit to the representative a full detailed project plan in which all aspects of the works have been taken into consideration. Strict adherence to the provisions of this plan shall be required.

1.9 ALTERATIONS AND OLD MATERIAL

With the removal of existing work, the utmost care shall be taken to avoid any structural and/or other damage to the remaining parts of the buildings or equipment. The contractor shall repair any damage that may occur during the undertaking of the work at his/her own expense, to the full satisfaction of Denel Dynamics.

Old material may not be used in the new construction, except with the specific written permission of the representative or if specifically described to be re-used.

1.10 RUBBLE

The service provider shall make provision for the clearing of rubble from the work and, on completion, the cleaning of the work area and shall leave the site in a clean and perfect condition for immediate use.

1.11 IMPLEMENTS, ETC.

The service provider shall supply and maintain all implements, for example, scaffolding, tools, etc. that may be required for the proper and timely execution of the work.

On completion of the project, the service provider shall remove at his/her own expense all construction implements belonging to him/her and leave the building site and adjacent grounds in a clean and orderly condition.

1.12 LOSS

The contractor shall be liable for any loss through theft, damage, etc. of materials for the project from the time the site is handed over. Therefore, the service provider shall take the necessary precautions for protection against such losses.

1.13 INJURY TO PERSONS

The service provider will be responsible for injuries to persons and indemnify Denel Dynamics against any liability, loss, claim or law-suit of any nature in accordance with the Common Law or Acts of the Republic, on an account of an injury, death of anybody, due to the acts of the person undertaking the service, except where the injury arises on account of actions undertaken by personnel of Denel Dynamics.

1.14 SPECIAL SAFETY EQUIPMENT

The service provider must supply all safety clothes and equipment as stipulated by law. The service provider will be responsible for all safety aspects as stipulated by industry

2.1 TECHNICAL REQUIREMENTS

The supply, delivery, installation, and commissioning of a bulk liquid nitrogen vessel to be able to supply the DETEK Facility with high purity liquid nitrogen over a 36-month period.

2.1.1 Vessel and associated equipment shall be designed, manufactured and installed in accordance with recognised pressurized system requirements and storage tank and piping codes that meet the requirements of the *Pressure Equipment Regulations*. All components shall be constructed from materials compatible with the liquefied gas in service, and with the temperature and pressure conditions to which they will be subjected.

2.1.2 A pre-existing vessel will be considered with certification that the tank still adheres to all safety specifications and regulations.

2.1.3 Foundation

Sound foundation is in place which currently carries a vessel of 6.4 m³ (6400L) capable to support the weight of the fully filled bulk liquid nitrogen storage vessel. It is highly recommended to replace the like for like, ensuring the foundation carrying capacity is not compromised.

2.1.4 Bulk liquid nitrogen storage vessel

The bulk liquid nitrogen storage vessel must comply with all technical and safety standards and regulations as determined by the cryogenic gases industry to safely supply and store liquid nitrogen. The liquid nitrogen must be delivered from the bulk tank to the equipment and cabinets inside the facility at a pressure of between 8 and 10 Bar (not lower than 8 Bar and not higher than 10 Bar pressure).

2.1.5 Bulk liquid nitrogen storage vessel infrastructure (Valves, pipes, isolation of pipes and taps)

- Install all necessary connections, taps and valves to the bulk liquid nitrogen storage vessel to be able to safely deliver the liquid nitrogen to the vessel by cryogenic tanker trucks. The installation must comply with all technical and safety standards and regulations as determined by industry to safely supply and store the liquid nitrogen.
- Install an electrical box/plug where required for power supply for use by cryogenic tanker trucks in order to be able to off load the liquid nitrogen into the bulk liquid nitrogen storage vessel. Power supply point will be provided by Denel Dynamics.

2.1.6 Safeguard, access and fencing of installation

Fencing and/or appropriate measures are provided by Denel Dynamics to prevent access to vessel and vessel infrastructure by unauthorised persons. The service provider must inspect these for adequacy and where deemed insufficient must install appropriate access gates that can lock.

3. BID EVALUATION STAGES

The bid proposals will be evaluated on the following three (3) stages;

Stage 1: Administrative Requirements

Stage 2: Technical Functionality requirement evaluation

Stage 3: Price and Specific Goals

NOTE: The bidder must qualify at each stage to be eligible to proceed to the next stage of the evaluation.

3. 1 ADMINISTRATIVE REQUIREMENTS

Criteria	Description of a Criteria
3.1.1	<ul style="list-style-type: none">i. SARS Tax Pinii. Submission of proof of the bidder's registration on the CSD (Central Supplier Database – Full Report)iii. Completed and signed Supply Chain Management (SCM) compliance documentsiv. A certified copy of the B-BBEE certificate (or an original affidavit signed by a Commissioner of Oaths regarding the B-BBEE status)
3.1.2	Company profile demonstrating experience and capabilities to deliver on the bid requirements
3.1.3	Certified ID Copies of all directors

3.2 SPECIAL CONDITIONS OF A CONTRACT

NO	ADMINISTRATIVE REQUIREMENT	COMPLY (YES / NO)
3.2.1	A period of three days has been allocated for the FULL completion of this project (or as stipulated during site visit). This INCLUDES the snag list corrections and final sign-off of the project. The service provider is to ensure that all the work is completed within the planned time schedule from the date the service provider receives the order.	
3.2.2	The successful bidder shall submit, within ten (10) working days from award of the tender, the complete safety file for review of Denel Dynamics Occupational Health and Safety Officer. A valid, current Certificate of Occupational Injuries and Diseases Act (COIDA) must be attached to the proposal	
3.2.3	Non-submission of a provisional project plan would be deemed as non-compliance and the bid might be removed from the process. The project plan must indicate a time line with clearly stated deliverables. The awarding of this bid is subject to a sound related profile of the bidder. The bidder is to provide at least three (3) letters of recommendation reflecting client's letter head for work done, and a company profile. (Please see a typical template of Letter of recommendation attached; Annexure A). Denel Dynamics is the custodian of crucial research and diagnostic equipment that uses liquid nitrogen and production materials that are stored in nitrogen cabinets to provide essential services to the Defence industry. While providing the bulk liquid nitrogen and the required infrastructure, the work must be executed in such a manner that it will not have a negative impact on Denel Dynamics	
3.2.4	Any damages to the Facility's equipment due to the negligence of the service provider will be repaired or replaced by the service provider at his/her own costs.	
3.2.5	The successful bidder must provide a Safety File to the Occupational Health and Safety officer as per APPENDIX A	
3.2.6	All the work done and the materials used must comply with the requirement of the Occupational Health and Safety Act, National building regulation, South African National Standard and any other relevant legislation.	
3.2.7	The bidder shall be responsible to obtain the necessary measurements for all work to be conducted as part of this document. Denel Dynamics shall not be liable for any incorrect measurements obtained.	
3.2.8	Bidders are not allowed to remove any page from the original tender document as issued. Bidders are required to ensure that the completed document with all attachments are submitted on or before the closing date of the tender.	
3.2.9	Bid offer to be submitted on the official company letterhead and detailed costing must be stipulated. This is a fixed price tender, and all costs must be included. All pricing shall be in South African Rand (ZAR). No price adjustments will be allowed after the closure of the tender. The one (1) envelope tendering system will be followed. The bidding price must be in the same envelope.	

3.4. EVALUATION OF BID PROPOSALS

Bidders who meet the functional score of seventy (70) points will be considered for further evaluation on price and specific goals.

FUNCTIONALITY CRITERIA

3.4.1 Detailed Functionality Evaluation Criteria:	Weighting Allocated	
<p>Ability to supply, install and maintain a suitable bulk liquid nitrogen storage vessel on site to fulfil Denel Dynamics's need for high purity liquid nitrogen. All equipment, material and liquid nitrogen used must comply with the requirement of the Occupational Health and Safety Act, South African National Standard and any other relevant legislation. Installation must be done by a qualified SAQCC gas person with a Certificate of Conformance (COC). Bulk storage vessel and Vaporizer must be AIA certified by a 3rd party e.g. TUV Rheinland</p>		
<p>5 Points to be allocated to a bidder who can provide 5 contactable letters of recommendation from clients where they installed and maintained a suitable safe bulk liquid nitrogen storage vessel that complies with and to all safety regulations and regulatory requirements as mentioned above.</p>	5	50
<p>4 Points to be allocated to a bidder who can provide 4 letters of recommendation from clients where they installed and maintained a suitable safe bulk liquid nitrogen storage vessel that complies with and to all safety regulations and regulatory requirements as mentioned above</p>	4	
<p>3 Points to be allocated to a bidder who can provide 3 letters of recommendation from clients where they installed and maintained a suitable safe bulk liquid nitrogen storage vessel that complies with and to all safety regulations and regulatory requirements as mentioned above</p>	3	
<p>2 Points to be allocated to a bidder who can provide 2 letters of recommendation from clients where they installed and maintained a suitable safe bulk liquid nitrogen storage vessel that complies with and to all safety regulations and regulatory requirements as mentioned above</p>	2	
<p>1 Point to be allocated to a bidder who can provide 1 letters of recommendation from clients where they installed and maintained a suitable safe bulk liquid nitrogen storage vessel that complies with and to all safety regulations and regulatory requirements as mentioned above</p>	1	

3.4.2 Detailed Functionality Evaluation Criteria:	Weighting Allocated	
Safe and reliable delivery plan of liquid nitrogen to the Denel Dynamics (Fleet of cryogenic tanker trucks that forms part of your delivery/distribution network.) A plan of your distribution network for the safe and reliable delivery of liquid nitrogen to other Companies/ Institutes.		
5 Points to be allocated to a bidder who can provide a safe and reliable delivery plan of liquid nitrogen to 5 contactable letters of recommendation from clients with proof of own or contracted fleet of cryogenic tanker trucks that forms part of your delivery/distribution network.	5	25
4 Points to be allocated to a bidder who can provide a safe and reliable delivery plan of liquid nitrogen to 4 contactable letters of recommendation from clients with proof of own or contracted fleet of cryogenic tanker trucks that forms part of your delivery/distribution network.	4	
3 Points to be allocated to a bidder who can provide a safe and reliable delivery plan of liquid nitrogen to 3 contactable letters of recommendation from clients with proof of own or contracted fleet of cryogenic tanker trucks that forms part of your delivery/distribution network.	3	
2 Points to be allocated to a bidder who can provide a safe and reliable delivery plan of liquid nitrogen to 2 contactable letters of recommendation from clients with proof of own or contracted fleet of cryogenic tanker trucks that forms part of your delivery/distribution network.	2	
1 Point to be allocated to a bidder who can provide a safe and reliable delivery plan of liquid nitrogen to 1 contactable letters of recommendation from clients with proof of own or contracted fleet of cryogenic tanker trucks that forms part of your delivery/distribution network.	1	

3.4.3 Detailed Functionality Evaluation Criteria:	Weighting Allocated
<ul style="list-style-type: none"> • Project plan and capability to supply a constant/uninterrupted liquid nitrogen flow to Denel Dynamics when installing bulk liquid nitrogen tank with all necessary pipes and valves. (The liquid nitrogen cabinets & equipment inside the facility can only go three days without needing a refill.) • Technical approach, methodology and work plan to deliver bulk Liquid Nitrogen for 3 Years. • Risk management. (e.g. protest action at production plant, delivery fleet and equipment failures, etc.) • Quality management Sales, service and technical backing 	
<p>5 Points to be allocated to a bidder who has an elaborated, logic and practical project plan with the capability to address all the requirements of the project as stated above in point 3.4.3 with supported evidence, and give Denel Dynamics a value-added service (please state what service you can add to this project).</p>	25
<p>4 Points to be allocated to a bidder who has a project plan and capability that address all the requirements of the project, as stated above in point 3.4.3 in this document, with supported evidence</p>	
<p>3 Points to be allocated to a bidder who has an elaborate project plan and capability without evidence as stated above in point 3.4.3 in this document.</p>	
<p>2 Points to be allocated to a bidder who has an insufficient project plan and insufficient capability provided as stated above in point 3.4.3 in this document</p>	
<p>1 Point to be allocated to a bidder who doesn't have a project plan and capability provided as stated above in point 3.4.3 in this document.</p>	

CONTACTABLE ENQUIRIES

For any supply chain management and technical enquiries please send your queries to procadmin@deneldynamics.co.za

4. Annexure A: Reference Letter on client's Letterhead

REFERENCE FORMAT			
Bidder's Letterhead			
We are submitting a bid for the contract described below. We appreciate your assistance and effort in completing, on your letterhead, the reference as set out below on your experience with us.			
Reference Letterhead		Reference Letterhead	
The name of the company you are giving a reference for			
Describe the Contract / Project work and/or Service the above bidder provided to your organisation:			
Project/Contract period (start date)			
Project/Contract period (end date)			
Project/Contract cost that the bidder was responsible for (Vat Inc)			
Please rate the above bidder according to the following criteria by ticking the relevant column and providing comments / details in the space provided below if relevant:			
Criteria	Doesn't meet requirements	Meets requirements	Exceeds requirements
Project was completed within budget and within the required time frame			
Was delivery of liquid nitrogen punctual and timeously.			
The bidder understood and delivered successfully on the scope of work			
Professionalism			
Quality of workmanship			
Quality of materials used / adherence to given specifications (Did all equipment, material and liquid nitrogen used comply with the requirement of the Occupational Health and Safety Act, National building regulation, South African National Standard and any other relevant legislation?)			
Availability of company resources, sales, service and technical backing. Was the equipment serviced as prescribed?			

Overall satisfaction with the firm's resource availability			
Overall Impression / Satisfaction with bidder			
Further details on any of the points above, or any other comments			
Number of times used in the past 48 months			
Would you consider the provider again	Yes / No		
Completed by:			
Designation:			
Signature:			
Company Name:			
Contact Telephone Number:			
Date:			

5. PRICE BREAKDOWN

5.1 Bid offer to be submitted on the official company letterhead and detailed costing must be stipulated.

5.2 This is a fixed price tender, and all costs must be included.

5.3 All pricing shall be in South African Rand (ZAR).

5.4 No price adjustments will be allowed after the closure of the tender. The one (1) envelope tendering system will be followed.

5.5 The bidding price must be in a separate envelope.

	Item	Price per month (Excluding Vat)	Price per year (Excluding Vat)
Year 1	Bulk Tank Removal Fee	R	±R /Year1
	Bulk Tank Installation	R	
	Liquid Nitrogen Unit Cost	R	
	Rental of Equipment	R	
	Total	R	
Year 2	Liquid Nitrogen Unit Cost	R	±R /Year2
	Rental of Equipment	R	
	Total	R	
Year 3	Liquid Nitrogen Unit Cost	R	±R /Year3
	Rental of Equipment	R	
	Total	R	

APPENDIX A: CONTENTS OF A SAFETY FILE

A safety file, is list of documents/ forms that the supplier must provide to Denel. Below is the minimum content for safety file

- Company Policy
- Organogram
- Scope of works
- HIRA (Risk Assessment)
- Letter of Good standing
- SHEQ Plan
- Emergency plan
- Hazardous chemical procedure
- Employee site safety inductions
- Legal appointments & valid competency certificates
- Medical fitness certificates
- Inspection register & checklist
- Incident management
- Equipment list
- Fall protection and rescue plan (in case the working on heights)

REQUEST FOR PROPOSALS



ANNEXURE A: SUPPLIER DETAILS

The following particulars must be furnished and where required supplier must provide supporting documentations. **Failure to do so may result in supplier RFP being disqualified.**

COMPANY NAME:	
POSTAL ADDRESS:	
STREET ADDRESS:	
CONTACT PERSON (FULL NAME):	
E-MAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
WEBSITE / COMPANY PROFILE: <i>Supplier must submit website address and if no website company profile detailing core business.</i>	Compulsory – submitted with this RFP
TAX CLEARANCE STATUS: <i>Supplier must submit tax reference number and SARS good standing tax pin for verification. Supplier must be tax compliant when submitting RFP proposal.</i>	Compulsory – submitted with this RFP
B-BBEE STATUS: <i>Supplier to submit Affidavit or B-BBEE certificate that is still valid.</i>	Compulsory – submitted with this RFP
REGISTERED WITH THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD). <i>Supplier to submit detailed CSD report that includes verified banking details.</i>	Compulsory – submitted with this RFP
SUPPLIER SALES CONDITIONS	Compulsory – submitted with this RFP
HOW LONG IN BUSINESS:	
HOW MANY EMPLOYEES:	
FULL NAME OF AUTHORISED REPRESENTATIVE:	
CAPACITY IN WHICH AUTHORISED REPRESENTATIVE SIGNS:	
SIGNATURE OF AUTHORISED REPRESENTATIVE:	
DATE OF SIGNATURE	

REQUEST FOR PROPOSALS



Does supplier have a valid National Conventional Arms Control (NCAC) permit in place?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
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ANNEXURE B: SUPPLIER REFERENCES

Supplier to provide references (maximum 3) for same or similar work already executed. <i>Failure to do so may result in your RFP being disqualified.</i>

NAME OF SUPPLIER (1):	
CONTACT PERSON (FULL NAME):	
STREET ADDRESS:	
EMAIL ADDRESS:	
TELEPHONE / CELL NUMBER:	
NAME OF SUPPLIER (2):	
CONTACT PERSON (FULL NAME):	
STREET ADDRESS:	
EMAIL ADDRESS:	
TELEPHONE / CELL NUMBER:	
NAME OF SUPPLIER (3):	
CONTACT PERSON (FULL NAME):	
STREET ADDRESS:	
EMAIL ADDRESS:	
TELEPHONE / CELL NUMBER:	

REQUEST FOR PROPOSALS



ANNEXURE C: COMPULSARY AND SUPPLIER SUPPORTING DOCUMENTS

Supplier to submit compulsory documents and list all other supporting documents submitted with this RFP for evaluation.

COMPULSORY DOCUMENTS TO BE SUBMITTED BY SUPPLIER Should all of these documents not be included, the RFP may be disqualified on the basis of non-compliance.		
1	B-BBEE Affidavit or Certificate that has not expired.	<input type="checkbox"/>
2	SARS Tax document listing supplier's [1] tax reference number and valid [2] Good Standing pin for online verification.	<input type="checkbox"/>
3	Central Supplier Data (CSD) summary report that must show verified banking details.	<input type="checkbox"/>
4	Supplier website or company profile clearly stating core business.	<input type="checkbox"/>
SUPPLIER SUPPORTING INFORMATION / DOCUMENTS		
5	Suppliers Conditions of Sale if in place	<input type="checkbox"/>
6	References from 3 companies - (Preferably recent)	<input type="checkbox"/>
7	Banking confirmation Letter – Not older than 3 months	<input type="checkbox"/>

REQUEST FOR PROPOSALS



ANNEXURE D: SUPPLIER DECLARATION

1. Does the enterprise/duly authorized representative, and/or any of its employees, management, partners, members, directors, shareholders, trustees and/or beneficiaries have any relationship (family, friend, business or financial interest) with a person(s) in the employ of Denel SOC Ltd and/or in the employ of any entity acting on behalf of Denel SOC Ltd, who may directly or indirectly be involved in or may be in a position to influence the awarding of any future contracts or tender(s)/bid(s)?

Yes No

If 'Yes', state the full particulars of the person(s) with whom the relationship exists, the nature of the relationship and the current position/status of such employee(s) of Denel SOC Ltd and/or the entity acting on behalf of Denel SOC Ltd herein. *(If insufficient space, please attach signed supporting documentation on a company letterhead.)*

2. Can the above relationship potentially give the enterprise or its representative(s) access to information emanating from Denel SOC Ltd business units(s) who may be the custodian of any future contracts or bids?

Yes No

Company Name: _____

Company Address: _____

I, THE UNDERSIGNED (FULL NAME) _____

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS COMPLETE, TRUE AND CORRECT.

Managing Director or duly authorized representative

Date

ANNEXURE E: RFP IMPORTANT INFORMATION

E1: STATUS OF REQUEST FOR INFORMATION

This RFP is an invitation for person(s) to submit information for the provision of the services as set out in this RFP. Accordingly, this RFP 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 Dynamics and any Supplier unless and until Denel Dynamics has executed a formal written contract with the successful Supplier.

E2: ACCURACY OF THE RFP

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

E3: ADDITIONS AND AMENDMENTS TO THE RFP

Denel Dynamics reserves the right to change any information in, or to issue any addendum to this RFP before the Closing Date and Time. Denel Dynamics and its officers, employees and advisors will not be liable in connection with either the exercise of, or failure to exercise this right. If Denel Dynamics exercises its right to change information, it may seek amended RFP from all Suppliers.

E4: CONFIDENTIALITY

All persons (including all Suppliers) obtaining or receiving this and any other information about this RFP must keep the contents of the RFP and other such information confidential, and not disclose or use the information except as required for the purpose of developing feedback in response to this RFP.

E5: UNAUTHORISED COMMUNICATIONS

Communication (including promotional or advertising activities) with staff of Denel Dynamics or their staff assisting with the RFP Process is not permitted during the RFP Process. Nothing in this Clause 11 is intended to prevent communications with staff of, or advisors to, Denel Dynamics to the extent that such communication is not related to this RFP Process.

Suppliers must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the RFP in any way.

E6: IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

Suppliers may not seek or obtain the assistance of employees of Denel Dynamics in the preparation of their RFP responses.

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

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

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

E7: COMPLAINTS ABOUT THE RFP PROCESS

Any complaint about the RFP or the Information Gathering Process must be submitted to the Tender Office via the RFP Response email address, by email only, immediately upon the cause of the complaint arising or becoming known to the Supplier.

- The written complaint must set out:
- the basis for the complaint, specifying the issues involved;
- how the subject of the complaint affects the organisation or person making the complaint;
- any relevant background information; and
- the outcome desired by the person or organisation making the complaint.

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

E8: CONFLICT OF INTEREST

A Supplier 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 Dynamics and the Supplier's interests during the RFP Process.

The Supplier 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 RFP.

- **Supplier to complete annexure D Supplier Declaration.**

If the Supplier submits its RFP and a subsequent conflict of interest arises, or is likely to arise, which was not disclosed in the RFP, the Supplier must notify Denel Dynamics immediately in writing of that conflict.

Denel Dynamics may immediately disqualify a Supplier from the RFP Process if the Supplier fails to notify Denel Dynamics of the conflict of interest as required.

E9: LATE SUBMISSION OF INFORMATION

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

Information delivered after the Closing date and Time or lodged at a location or in a manner that is contrary to that specified in this RFP will be disqualified from the Information Gathering Process and will be ineligible for consideration. No Late submissions will be accepted.

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

E10: SUPPLIER'S RESPONSIBILITIES

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Suppliers are responsible for:

- examining this RFP and any documents referenced or attached to this RFP and any other information made or to be made available by Denel Dynamics to Suppliers in connection with this RFP;
- fully informing themselves in relation to all matters arising from this RFP, including all matters regarding Denel Dynamics requirements for the provision of the Services;
- ensuring that their Submitted information are accurate and complete;
- making their own enquiries and assessing all risks regarding this RFP, and fully considering and incorporating the impact of any known and unknown risks into their submitted information;
- submitting all Compulsory Documents.

E11: ILLEGIBLE CONTENT, ALTERATION AND ERASURES

Denel Dynamics may disregard any content in a RFP response that is illegible and will be under no obligation whatsoever to seek clarification from the Supplier.

Denel Dynamics may permit a Supplier to correct an unintentional error in its RFP response where that error becomes known or apparent after the closing time, but in no event, will any correction be permitted if Denel Dynamics reasonably considers that correction would materially alter the substance of the RFP response or affect the fairness of the RFP process.

E12: OBLIGATION TO NOTIFY ERRORS

If, after a Supplier's Response has been submitted, the Supplier 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 RFP), the Supplier must promptly notify Denel of such error before closing date and time of the RFP.

E13: RESPONSIBILITY FOR RFP COSTS

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

Denel Dynamics is not liable to the Supplier for any costs on the basis of any contractual, promissory or restitution grounds whatsoever as a consequence of any matter relating to the Supplier's participation in the RFP Process, including without limitation, instances where:

- the Supplier is not engaged to perform under any contract; or
- Denel Dynamics exercises any right under this RFP or at law.

E14: DISCLOSURE OF RFP CONTENTS AND RFP INFORMATION

All the RFP information received by Denel Dynamics will be treated as confidential. Denel Dynamics will not disclose contents of any RFP and any RFP information, except:

- as required by law;
- for the purpose of investigations by other government authorities having relevant jurisdiction;
- to external consultants and advisors of Denel Dynamics engaged to assist with the RFP Process; or for the general information of Suppliers required to be disclosed as per National Treasury Regulations, Guidelines, Instruction Notes or Practice Notes.

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E15: USE OF RFP INFORMATION

Upon submission in accordance with the requirements relating to the submission of RFPs, all RFP information submitted become the property of Denel. Suppliers will retain all ownership rights in any intellectual property contained in the RFP information.

Each Supplier, by submission of their RFP information, is deemed to have licensed Denel to reproduce the whole, or any portion, of their RFP information for the sole purposes of enabling Denel to evaluate the RFP feedback.

E16: RFP INFORMATION ACCEPTANCE

All RFP information received must remain open for acceptance for a minimum period of 30 (thirty) days from the Closing Time. This period may be extended by written mutual agreement between Denel Dynamics and the Supplier.

E17: CLARIFICATION OF RFP INFORMATION

Denel Dynamics may seek clarification from and enter into discussions with any or all of the Suppliers in relation to their RFP information.

Denel Dynamics may use the information obtained when clarification is sought or discussions are held in interpreting the RFP information and evaluating the cost and risk of accepting the RFP information.

Failure to supply clarification to the satisfaction of Denel Dynamics may render the RFP information liable to disqualification.

Denel Dynamics is under no obligation to seek clarification of anything in a RFP information and reserves the right to disregard any clarification that Denel Dynamics considers to be unsolicited or otherwise impermissible or irrelevant in accordance with the rules set out in this RFP.

E18: DISCUSSION WITH SUPPLIERS

Denel Dynamics is under no obligation to discuss the outcome of the RFP process with any of the Suppliers.