



**REQUEST FOR PROPOSAL FOR SECURITY SERVICES TO THE DENEL GROUP FOR A
PERIOD OF THREE (3) YEARS**

BID NUMBER: (REF: DG504/04/08/2026)

TIMELINES OF THE BID PROCESS

BRIEFING SESSION	
DATE:	10 th of September 2026
TIME:	10:00 – 12:00
VENUE:	Denel Dynamics Auditorium Irene Campus, Nellmapius Drive Centurion
COMPULSORY:	Yes
BID SUBMISSION	
DATE: ISSUED	02nd of September 2026
CLOSING DATE:	01 st of October 2026
CLOSING TIME:	11:00
VALIDITY PERIOD:	180 DAYS

Annexure A



TENDER BOX ADDRESS:

DENEL SOC LTD
DENEL DYNAMICS RECEPTION
NELLMAPIUS DRIVE
IRENE

All dates and times in this bid are South African standard time.

Any time or date in this bid is subject to change at Denel SOC Ltd discretion. The establishment of a time or date in this bid does not create an obligation on the part of Denel SOC Ltd to take any action, or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if Denel SOC Ltd extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

TIMELINE OF THE BID PROCESS

The period of validity of tender and the withdrawal of offers, after the closing date and time is 180 days. The project timeframes of this bid are set out below:

Activity	Due Date
Advertisement of bid on Government e-tender portal	02 nd of September 2026
Questions relating to bid from bidder(s) Q&A	Responses 11/09/2026
Questions – from the 10 th September 2026 - 28 th September 2026	All Q&As will be published on the portal
Bid closing date	19 th September 2026 at 11:00
Notice to bidder(s)	Denel SOC Ltd will endeavour to inform bidders of the progress until conclusion of the tender.



1. CONTACT AND COMMUNICATION

- 1.1 A nominated official of the bidder(s) can make enquiries in writing, to the tender committee via email address TenderResponse@denel.co.za. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.
- 1.2 The delegated office of Denel SOC Ltd may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 1.3 Any communication to an official or a person acting in an advisory capacity for Denel SOC Ltd in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- 1.4 All communication between the Bidder(s) and Denel SOC Ltd must be done in writing.
- 1.5 Whilst all due care has been taken in connection with the preparation of this bid, Denel SOC Ltd makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. Denel SOC Ltd, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.
- 1.6 If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by Denel SOC Ltd (other than minor clerical matters), the Bidder(s) must promptly notify Denel SOC Ltd in writing of such discrepancy, ambiguity, error or inconsistency in order to afford Denel SOC Ltd an opportunity to consider what corrective action is necessary (if any).
- 1.7 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by Denel SOC Ltd will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 1.8 All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid 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 Bid.



2. SUBMISSION OF PROPOSALS

- 2.1 Bid documents shall only be placed in the tender box OR couriered to the aforesaid address (Denel SOC Ltd, Nellmapius Drive, Irene) on or before the closing date and time.
- 2.2 The bidder(s) are required to submit one (1) original file and one (1) Memory Stick with content of each file by the **01st of October 2026 at 11:00**. Each file and Memory Stick must be marked correctly and sealed separately for ease of reference during the evaluation process.
- 2.3 Bidders are requested to initial each page of the tender document on the top right-hand corner.

3. LATE BIDS

- 3.1 Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the Bidder(s).

CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS

Please adhere to the following instructions:

Tick in the relevant block below

Ensure that the following documents are completed and signed where applicable:

Use the prescribed sequence in attaching the annexures that complete the Tender Document

NB: Should all of these documents not be included; the Tenderer will be disqualified on the basis of non-compliance.

YES NO

- | | | |
|--------------------------|--------------------------|---|
| ☐ | ☐ | One (1) original file and one (1) electronic copy on a USB for Qualifying and Functionality Evaluations |
|--------------------------|--------------------------|---|

Annexure A



- | | | |
|--------------------------|--------------------------|---|
| ☐ | ☐ | Annexure A: Invitation to Tender (with a signature of an authorised representative of the Tenderer) |
| ☐ | ☐ | Annexure B: General Conditions of Contract |
| ☐ | ☐ | Annexure C: Declaration of Interest/Bidder's Disclosure |
| ☐ | ☐ | Annexure D: SBD 6.1 Preference point System |
| ☐ | ☐ | Annexure E: Pricing Schedule |
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PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF DENEL

1 SUPPLIER INFORMATION

The following section must be completed by the bidder. Failure to do so may result in the offer being rejected.

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR POINTS CLAIMED]					



ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO			
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.			



PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION

- 1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.
- 1.2. **All bids must be submitted on the official forms provided – (not to be re-typed) or in the manner prescribed in the bid document.**
- 1.3. This bid is subject to the Preferential Procurement Policy Framework Act, 2000, and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract (SCC).
- 1.4. **The successful bidder will be required to fill in and sign a written contract form (SBD7).**
- 1.5. Bidders are advised to initial all pages of their bid.
- 1.6. **Submission of RFQ responses**

Responses to this RFQ must be submitted before the closing date and time indicated on the cover page of the RFQ.
- 1.7. Denel is not bound to accept any of the offers submitted and reserves the right to:
 - 1.7.1 Reject bids that are not according to Specifications / Terms of Reference;
 - 1.7.2 Reject bids with incomplete standard bidding documents (SBD's);
 - 1.7.3 Request further information from any bidder after the closing date of the bid for clarity purposes;
 - 1.7.4 Conduct site inspection/s to verify the infrastructure of bidders before final selection and award;
 - 1.7.5 Not to award the bid if the bid price is not market related;
 - 1.7.6 Not to award the bid to a bidder whose tax matters have not been declared by the SARS to be in order;
 - 1.7.7 Reject a bid if the bidder has committed a proven corrupt or fraudulent act in competing for any contract;
 - 1.7.8 Award the bid in totality to one or partially to more than one bidder.
 - 1.7.9 Conduct reference / background checks on bidders and / or individuals to, among other things, verify information provided by a bidder, confirm a firm's existence and track record, identify its owners and affiliations or verify an individual's educational and professional credentials.
- 1.8. The Denel may, prior to award of the bid, cancel the bid if:
 - 1.8.1. Due to changed circumstances, there is no longer a need for the goods or services requested;



- 1.8.2. Funds are no longer available to cover the total envisaged expenditure;
- 1.8.3. No acceptable tenders are received;
- 1.8.4. Due to material irregularities in the tender process.
- 1.9. Any effort or attempt by a bidder to influence the award decision in any matter may result in the rejection of the bid.
- 1.10. Costs incurred by the bidder in respect of attending any briefing / information / site visit / presentation will be borne by the bidder and Denel will not be liable to reimburse such costs incurred by the bidder or his/her representative/s.
- 1.11. Cost incurred by the bidder in preparing and submission of any bid proposal will be borne by the bidder and Denel will not be liable to reimburse such costs incurred by the bidder or his/her representative/s.
- 1.12. Denel shall on receipt of any proposal relating to this bid become the owner thereof and shall not be obliged to return any proposal.
- 1.13. The bidders shall indemnify the Denel against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the goods or any part thereof by the Denel.
- 1.14. Denel reserves the right to request a bidders latest audited financial statements prior to the award of the bid in order to ascertain financial stability of the bidder. Failure by a bidder to provide such information upon request may result in the rejection of the bid submitted by the bidder.
- 1.15. Subcontracting: Tenderers or contractors must submit proof of subcontracting between the main tenderer and the subcontractor. Proof of subcontracting arrangement may include a subcontracting agreement between the main tenderer and the subcontractor.
- 1.16. The Denel reserves the right to request final presentation only to the short listed bidders to the evaluation committee. The shortlisted service providers will be subjected to present their service offering in line with the bid requirements/scope of work. The DENEL might also conduct site visit to ensure the firm existence and validate the firm's proposed capacity/employees and administration office.
- 1.17. The service provider must have duly approved operational premises with the necessary infrastructure to provide services and relevant accreditation by the relevant body. Before the awarding of the tender a due diligence site visit will be carried out at the premises of the service provider.
- 1.18. Supplier Performance Management is viewed by the Denel as critical component in ensuring value for money acquisition and good supplier relations between the Denel and all its suppliers. The successful bidders shall upon receipt of written notification of an award, be required to conclude a SLA with the Denel, which will form an integral part of the supply agreement. The SLA will serve as a tool to measure, monitor and assess the supplier's performance level and ensure effective delivery of service, quality and value-add to Denel's business. Successful bidders are required to comply with the above condition, and also provide a scorecard on how their product / service offering is being



measured to achieve the objectives of this condition.

- 1.19. The DENEL respects your privacy and acknowledge that your submission/s will contain personal details, which may belong to you, others and / or to your company (Personal Information). By sending us your subnmissions, you expressly give us consent to process and further process the Personal Information contained therein which processing will be done in accordance with POPIA, the DENEL POPIA policy and our standard section 18 informed consent documentation which sets out why we need the Personal Information, what we will do with it, and who we will share it with, which you are to familiarise yourself with by downloading it from our website i.e. www.denel.co.za
- 1.20. Unless stated otherwise in this Tender or as mutually agreed upon by both parties prior to award of the Tender, all payments due to creditors for goods delivered / services rendered will be settled within thirty (30) days from receipt of an invoice.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 Bidders must ensure compliance with their tax obligations.
- 2.2 Bidders are required to submit their unique Personal Identification Number (PIN) issued by the South African Revenue Service (SARS) to enable the Denel to verify the taxpayer's (Bidder's) profile and tax status.
- 2.3 Application for a Tax Compliance Status (TCS) Pin may be made via e-filing through the SARS website www.sars.gov.za
- 2.4 Bidders may also submit a printed Tax Compliance Status (TCS) certificate together with the bid.
- 2.5 In bids where consortia / joint ventures / sub-contractors are involved **each** party must submit a separate TCS certificate / Pin / CSD number.
- 2.6 Where no TCS Pin is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.
- 2.7 No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members persons in the service of the state.
- 2.8 Foreign suppliers with neither South African tax obligations nor history of doing business in South Africa must complete the questionnaire on page 2 and 3 of Annexure A. In instances where a recommendation for award of a bid will be made to a foreign bidder, the Denel will submit the bidders completed Annexure A bid document to the South African Revenue Service. The South African Revenue Service will then issue a confirmation of tax obligations letter to the Denel confirming whether or not the foreign entity has tax obligations in South Africa.

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.



PART C
DECLARATION BY BIDDER

I, ... in my capacity as
..... hereby declare that i have read and
understood the contents and conditions of this bid and certify that the information furnished is true
and correct. I accept that, in addition to cancellation of a contract, action may be taken against me
should the information provided prove to be false.

Signature:

Date:

Annexure B

General Conditions of Contract

In accordance with the Framework for Supply Chain Management [Section 76 (4) (c) of the PFMA] that was promulgated in Government Gazette Number 25767 on 5 December 2003 as Treasury Regulations, National Treasury is required to issue general conditions of contract and bid documentation for supply chain management.

This Request for Quotation and any contract emanating from this Request for Quotation are subject to the General Conditions of Contract (GCC) which were revised in July 2010.

The General Conditions of Contract (GCC) revised and issued by National Treasury in July 2010 are available on the website of National Treasury.

http://ocpo.treasury.gov.za/Resource_Centre/Legislation/General%20Conditions%20of%20Contract-%20Inclusion%20of%20par%2034%20CIBD.pdf



Annexure C

Bidder's Disclosure



SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? YES/NO

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.



2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned, (name).....

..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:



-
- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON

² 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.



PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT
SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	
Signature	Date
.....	
Position	Name of bidder

Annexure D

Preference Points Claim Form in terms of the
Preferential Procurement Regulations 2022

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 To be completed by the organ of state

The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

KPI	90/10	80/20
Spend on 51% Black owned entities	2	4
Spend on 30% Black women owned entities	1	2
Spend on exempted micro enterprises	1	2
Spend on qualifying small enterprises	1	2
Spend on 51% BDG Owned companies(Optional Bonus)	1	2

Recognition Value	BEE Level	Score 90/10	Score 80/20
None	N/C	0	0
10% Recognition	8	1	2
50 - 60% Recognition	6, 7	3	6
80 - 100% Recognition	5,4	4	8
110 - 135% Recognition (Value Adding)	1,2 & 3	5	10

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm,

certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....



PRICING SCHEDULE SERVICES: ANNEXURE E

Annexure E

Pricing Schedule for Services



PRICING SCHEDULE SERVICES: ANNEXURE E

SBD3.3

NAME OF BIDDER:

1. PRICING SCHEDULE/S

1.1 Item 1:

All prices must be in South African rand value and must be inclusive of VAT.

1.1.1 Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of VAT for the project.

R

1.1.2 Any other costs not included in the above price?

*YES

NO

* If YES, please specify



PRICING SCHEDULE SERVICES: ANNEXURE E

1.1.3 Cost break-down of ceiling price in 1.1.1

Bidders are required to indicate the cost component/s used for determining the ceiling price as given in 1.1.1 above.

Description	Cost (VAT Incl.)

1.1.4 Period required for commencement of the project after acceptance of bid?

1.1.5 Are the rates quoted firm for the full period of the project?

YES

*NO

1.1.6 *If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.



PRICING SCHEDULE SERVICES: ANNEXURE E



Specification for procurement Tender- Annexure F

Annexure F

Specifications / Terms of Reference for bids
(For procurement above R1m)



Specification for procurement Tender- Annexure F

1 BACKGROUND

BACKGROUND

Denel is a South African State-Owned Company (SOC) that provides innovative defence, security, aerospace and advanced technology solutions. As a strategic partner to the South African National Defence Force (SANDF), Denel supports the country's defence capabilities while also serving selected international markets with world-class products and services.

As a state-owned yet commercially driven organisation, Denel's core capabilities span defence, aerospace, systems integration and advanced manufacturing. The company's heritage in defence manufacturing dates back more than 70 years, while the collective experience across the Denel Group exceeds 200 years.

Denel delivers a comprehensive range of sophisticated products, services and integrated solutions tailored to meet unique customer requirements. Its offerings are supported by full lifecycle services that maximise operational performance and value. Key capabilities include combat turrets, artillery and vehicle systems, missiles, munitions, aircraft maintenance, repair and overhaul (MRO), avionics upgrades, airborne systems testing and integrated defence solutions.

The Group operates from several sites across Gauteng, South Africa's economic hub, as well as the Western Cape, enabling it to support both domestic and international customers.

Operating Divisions

Denel Dynamics

Denel Dynamics is a leader in advanced systems technology, specialising in the design, development and manufacture of missiles, precision-guided weapons, Unmanned Aerial Vehicles (UAVs) and space technologies.

Denel Integrated Systems Solutions

Denel Integrated Systems Solutions is responsible for the integration of complex military and commercial systems. The business unit serves as the Design Authority for the Ground Based Air Defence System (GBADS) for the South African National Defence Force (SANDF).

Denel Landward

Denel Landward designs, manufactures, supplies and supports land combat systems and serves as a leading systems integrator. The division also provides maintenance, upgrades, modernisation and retrofit solutions for military vehicles.

Gear Ratio, a specialised business within Denel Landward, manufactures precision transmission and driveline components for both defence and commercial applications.

Denel Pretoria Metal Pressings (PMP)

Located in Pretoria West, Denel Pretoria Metal Pressings manufactures small- and medium-calibre ammunition, brass products, detonics, power cartridges and mining drill bits for defence and commercial markets.



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Denel Aerospace

Situated adjacent to South Africa's OR Tambo International Airport, Denel Aerospace provides comprehensive aerospace and aviation solutions. Its capabilities include aircraft design, development, manufacturing, assembly, maintenance, repair, overhaul and through-life support, delivered through strategic partnerships with leading international organisations.

The division also operates the internationally recognised **Denel Overberg Test Range**, located in the scenic Overberg region of the Western Cape. The facility provides world-class testing and evaluation services for aerospace and defence systems.

Supporting the Group's operational divisions are:

- **Denel Corporate Office** (Headquarters), which provides strategic leadership and corporate governance.
- **Denel Technical Academy**, which has delivered aviation and engineering training for more than 50 years, developing highly skilled technical professionals.
- **Denel Properties**, located in Irene, Gauteng, which manages the Group's property portfolio and infrastructure.

Denel is a holding company wholly owned by the Government of South Africa. The Group has established equity partnerships with leading international companies in the electro-optics and munitions sectors, strengthening its technological capabilities and global competitiveness.

Denel operates as a single, integrated organisation under the leadership of an Executive Management Team responsible for the Group's day-to-day operations. Executive Management reports to an independent Board of Directors appointed by the Government of South Africa through the Minister of Defence and Military Veterans.

Through innovation, strategic partnerships and decades of engineering excellence, Denel continues to strengthen South Africa's sovereign defence capability while delivering advanced technology solutions to customers across the globe.



Specification for procurement Tender- Annexure F



DENEL GROUP

1. SCOPE OF WORK

1.1 SCOPE OF SERVICES

This Statement of Work prescribes the performance capabilities for the services required on Denel sites across Gauteng. The requirement encompasses NKP as well as Non NKP Security, Escorting of dangerous Goods and an ad hoc requirement for VIP protection

The security standards and service levels will be established in accordance with stipulated performance capabilities and will be agreed upon per site once a successful bidder has been appointed.

The different Denel divisions may require, depending on the site conditions, alternative or additional safeguards deemed necessary to achieve these performance capabilities.

1.2 MINIMUM EXPECTATIONS

The bidder to the satisfaction of Denel SOC Ltd shall make arrangements for a security system that will have as its objective to provide high-assurance activities to prevent and protect the premises against acts of malicious damage or sabotage to property (movable and fixed) and against crime incidents committed by motivated perpetrators capable of operating as individuals, single or multiple groups that penetrate the boundaries of the premises or who enter or exit through security-controlled points. The bidder, in consultation with Denel must arrange for a service that will exploit all opportunities for continuous improvement in order to achieve on going affordability and value for money.

The bidder must arrange safeguards against security-related emergencies and a response capability that meets or exceeds the standards specified in this document.

The bidder will assist the different sites to complete a security assessment in collaboration with the relevant Government Security Regulator.

1.3 PERFORMANCE CAPABILITIES OF THE SECURITY SYSTEM

- Access and Egress Control
- Protection of Premises
- Perimeter Protection
- Security Response



Specification for procurement Tender- Annexure F

- Emergency Plan
- Investigation

2. EVALUATION AND SELECTION CRITERIA

Denel SOC Ltd has set minimum standards (Gates) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Pre-qualification Criteria (Gate 0)	Technical Evaluation Criteria (Gate 1)	Price and Specified Goal (Gate 2)
Bidders must submit all documents as outlined in Table 1 below. Only bidders that comply with ALL these criteria will proceed to Gate 1.	Bidder(s) are required to achieve a minimum of 80 points out of 100 points to proceed to Gate 2 (Price and Specified Goal).	Bidder(s) will be evaluated out of 100 points and Gate 2 will only apply to bidder(s) who have met and exceeded the threshold of 80 points.

2.1 Gate 0: Pre-qualification Criteria (SCM)

2.1.1 Without limiting the generality of Denel SOC Ltd.'s other critical requirements for this Bid, bidder(s) must submit the documents listed in **Table 1** below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). The bidder(s) proposal may be disqualified for non-submission of any of the documents.



Specification for procurement Tender- Annexure F

Table 1: Documents that must be submitted for Pre-qualification

REQUIREMENT	COMPLIANT	NON-COMPLIANT
1. Tenderer is a South African- owned and registered service provider operating within a 50-kilometre radius from Denel's Gauteng based campuses (<i>Provide proof of address of the operating venue/centre</i>)		
2. The bidder to submit proof of registration with the Commissioner for Compensation for Injuries and Diseases Act (COIDA) (Certificate to be Valid during awarding of tender).		
3. Copy of the organization's share holder agreement (if applicable), and Certified copies of all share holder certificates and ID copies		
4. Copy of previous or current certificate validating security services at NKP sites		
5. Valid NKP Letter of intent		
6. Valid Company's PSIRA certificate		
7. The bidder must provide proof of its insurance policy (3 rd Party liability and typical cover value) against: a. Sudden or unforeseen loss or damage to all items in transit or delivered, where applicable. b. Any liability claims against the bidder for the death of, or injury to, any person arising in either instance, by reason of any error, omission or neglect as the case may be, on the part of the bidder or any sub-contractor engaged by the bidder or any of the employees of the bidder or sub-contractor as aforementioned, which relates to any of the obligations of the bidder for the supply of this service.		
Note: Failure to meet the above requirements will result in automatic disqualification		



Specification for procurement Tender- Annexure F

2.2 Gate 1: Technical Evaluation Criteria = 100 points

All bidders are required to respond to the technical evaluation criteria scorecard and compliance checklist. This involves the number of years competing in similar work, monetary size of contract / agreements, references. Refer below for detailed information

Only those Tenderers which score **80 points or higher (out of a possible 100)** during the technical and site visit evaluation will be evaluated during the second stage of the Tender. Tenderers are required to submit supporting documentation as testimony to their compliance with each requirement, where applicable.

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

Criterion	Weight	Score
EXPERIENCE AND EXPERTISE The successful bidder must provide proof of experience and expertise of at least 5 years for the provision of security services at NKP sites (entrance and egress control, perimeter protection, protection of premises, security response, emergency planning and a satisfactory track record which must be backed by testimonials from current and/or previous clients. Testimonials must specify the value of contracts executed by the bidder. Denel reserves the right to contact referees and/or visit any of the listed sites. A minimum of three (3) letters is required addressing NKP and Industrial sites	20	20 = Bidder with more than 5 years' experience (meets all the specified requirements including guarding NKP sites) 15 = Bidder with three (3) to four (4) years' experience (meets all requirements including guarding NKP sites) 10 = Bidder with one (1) to two (2) years' experience providing security services on an industrial site. 5 = Bidder with less than one (1) year experience providing security service on an industrial site



Specification for procurement Tender- Annexure F

Criterion	Weight	Score
		0 = Bidder has no experience at all
FIREARMS Full adherence to the equipment list – specification with regards to firearm/legal requirements (refer to the Annexure A - Resources and Equipment list for further detail) The successful bidder must provide the evidence of their Standard Operational Procedures for Firearms as stipulated below: - Firearm Training Plan for Officers, - Formally Designated Person to control firearms, - Authority to Possess Firearms issued by SAPS, - Central Firearm and Ammunition Register, - Movement of Firearms and Ammunition, - Security of Firearms, Firearm Inspection, - Carrying of Firearms, General Safety Tips, - Issuing and Receiving a Firearm, - Shooting Accidents and Accidental Discharge of firearms, immediate response in the event of injury, - Response to fatal Shooting Incidents, - Confiscation of Firearms, Use of Lethal Force, - Use of Force in Effecting an Arrest, - Private Defence	20	20= fully compliant as per the stipulated requirements. 0= Non-compliant (Does not meet all requirements)
PROPOSED ROLL-OUT PLAN Plan to roll out Security Services if successful. - The successful bidder must provide a detailed write-up of how it intends to execute the statement of work including the following elements: - Introduction of the Company and Management teams responsible for the relevant Denel site(s).	20	20 = Fully compliant (Meets all criteria – see elements below) 10 = Partially compliant (Does not address all)



Specification for procurement Tender- Annexure F

Criterion	Weight	Score
- Recruitment and appointment processes. - SOP Training. - Approving and implementing Standing Operating Procedures per Denel site. - Acquire specific equipment required per Denel site. - Deployment of Officers. - Site Risk Assessment Framework. - Proposed Service Level Agreement – (SLA) - Emergency Response Plan		elements adequately) 0 = Non-compliant (No compliant roll-out Plan)

NB. Bidders who score less than 60 points for their technical evaluation shall not be considered for phase 3 evaluation stage.

PHASE 3/ PART B- Site Visit Evaluation

The site visit evaluation information will be provided when Denel's evaluation team visit tenderer's site

Criterion	Weight	Score
CAPACITY AND RESOURCES The successful bidder must provide the following operational evidence of their security control centre: Provide evidence of information provided in the technical evaluation bid response • Firearms • Pre-Screening elements • Scope of Work • Examples of all courses / results for basic NKP training, NKP follow-up training and NKP firearm training. • NKP instructor's certificate issued by the NKP regulator. • NKP Instructor SASSETA accreditation as an assessor. • NKP training institution registration certificate. • SASSETA accreditation status Type and application of Communication and Monitoring equipment.	40	40 = Fully compliant (Two-way radios, Base station radio, Landline telephone system, E-mail server, Mobile phone handsets, Facsimile service) 20 = partially compliant (At least a Base station radio and Landline telephone service) 0 = Non-compliant (No Base station and Landline telephone service)



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Criterion	Weight	Score
Bidder must demonstrate a full account for all RADIO equipment (capability and specification).		

A minimum of 80% for the technical and site visit evaluation will qualify the Tender to move to the next stage of evaluation, which is price and preferential point's evaluation.

Tenderers that do not score 80% or higher at the above two phases of evaluation will not be evaluated during the second stage of the evaluation.

N.B* During site visit if there is a misrepresentation of information provided in the bid response, such will result to an automatic disqualification.

The requirements below will additionally be validated during the bidders **Site Visit Evaluation Process**

1. The successful bidder shall provide the following detailed information with regards to the National Key Point Act 102 Of 1980 as amended and Regulations A and B.

Training provider and trainer's NKP accreditation certificates, as well as an example of the basic NKP training block programme, basic NKP training syllabus and the block program for the follow-up NKP training course.

- Examples of all courses / results for basic NKP training, NKP follow-up training and NKP firearm training.
- NKP instructor's certificate issued by the NKP regulator.
- NKP Instructor SASSETA accreditation as an assessor.
- NKP training institution registration certificate.
- SASSETA accreditation status for the following unit standards that forms part of the Qualification National Certificate: General Security Practices NQF Level 3, related skills programme in the private security scope and further education and training certificate: Specialist Security Practices, National Key Point and Firearm unit standards.
- Registration as **NKP** Security training as a service provider.

2. The successful bidder shall provide the following information with regards to the Fire Arms Control Act 60 of 2000:

- License to possess firearms for business purpose –side arms, shotgun and rifles.



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- b. Accreditation for use of firearms for business purposes (SAP S 524(a)).
- c. Shooting range registration issued by SABS and SAPS.
- d. Accreditation for trainers and range officers issued by SAPS.
- e. Accreditation certificate for the bidder's firearm training service provider issued by SAPS.
- f. MOU in case of the bidder's using a service provider for firearm training.
- g. Valid **PSIRA** Registration Certificate

3. The successful bidder shall ensure that the minimum qualifications for security officers deployed on NKP sites are as follows:

- a. **Contract Manager** – PSIRA Grade A, NKP and Security Management
- b. **Shift Supervisor** – PSIRA Grade A, NKP and Security Management
- c. **System Administrator**- PSIRA Grade B and Admin Qualifications
- d. **Control Room Operator** - PSIRA Grade B, NKP and Call Centre Qualification
- e. **Security Officers** – PSIRA Grade C, NKP and Armed Response
- f. All deployed staff must have at least matric or similar qualification, a valid driver's license, First Aid training (level 3) and must be computer literate (elementary level).

The successful bidder shall ensure that the minimum qualifications for security officers deployed on Industrial sites is Grade C and deployed officers must be vetted (provide details of vetting services provided).

4. Bidder to submit both an industrial and Community unrest contingency plan indicating the bidder's strategy with regard to the following:

- a. Ensuring that the required guarding personnel are deployed in all exclusion areas, protected areas and vital areas.
- b. Ensuring the safety of their employees during the period of industrial unrest.
- c. Ensuring transport during the period of industrial and community unrest for their security officers to and from work.

4. Bidder must have an office in the Gauteng Province and must state the office address.

5. Bidders must attest that it has all the required licenses, permits and related paperwork to operate a security service in accordance with all applicable laws, rules and regulations of the jurisdiction wherein it is providing the service. Certified copies of all such licenses, permits and related documents must be included in this section.



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6. The bidder will be expected to enter into negotiations regarding the re-employment of current staff either employed by the outgoing service provider or Denel SOC Ltd in terms of the relevant legislation.
7. The bidder shall furthermore recruit as required, employ and provide sufficient numbers of staff of the correct grade and calibre to provide and maintain the services.
8. All such staff must be certified in accordance with the specification to be medically fit in relation to the nature of the employment and shall be suitable, courteous and of neat appearance.
9. Security services must be the only core business of the bidder.
10. Prospective bidders must submit audited financial statements for the past (3) financial years that demonstrate that the bidders company continues to be a going concern, well managed and profitable organization.

The shortlisted **TOP three (3) bidders**, their directors/ shareholders/ franchise/ trust as well as their sub-contractors shall be subjected to security vetting by either **State Security Agency** or **Defence Intelligence**. Should any negative findings be made, the bidder will be disqualified from participating in this RFP process, with immediate effect.

The shortlisted **TOP three (3) bidders**, will be afforded a site visit to the different DENEL sites. This will allow the bidders to finalise a comprehensive pricing model and draft service level agreement.

Bidders who score 80% and more will qualify for further evaluation in terms of Price and Specific Goals.

3. PRICE AND SPECIFIC GOALS EVALUATION

3.1 Bidders who comply with the requirements of this bid will be evaluated according to the preference point scoring system as determined in the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

The following preference point systems are applicable to all bids:

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

Points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific Goals (Refer to Annexure F: Preference Points Claim Form).



Specification for procurement Tender- Annexure F

The maximum points for this bid are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS (Refer to Annexure F: Preference Points Claim Form)	10
Total points for Price and Specific Goals	100

Subject to section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000), the tender will be awarded to the tenderer scoring the highest points.

1) Joint Ventures, Consortiums and Trusts

- i) 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.
- ii) 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.
- iii) Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. Denel SOC Ltd will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.
- iv) The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

2) Stage 3 (80 + 20 = 100 points)

The Price and Specific goal points will be consolidated.

6 DUE DILIGENCE

Denel reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits, verification of required equipment, reference checks and requests for additional information.

7 SPECIAL CONDITIONS OF CONTRACT

This bid and all contract emanating there from will be subject to the General Conditions of Contract (GCC) issued in accordance with Chapter 16A of the Treasury Regulations published in terms of the



Specification for procurement Tender- Annexure F

Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions are supplement to that of the General Conditions of Contract. Where, however the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of the Contract prevail.

8 DENEL SOC LTD REQUIRES BIDDER(S) TO DECLARE

In the Bidder's Technical response, bidder(s) are required to declare the following:

Confirm that the bidder(s) is to: –

- a. Act honestly, fairly, and with due skill, care and diligence, in the interests of Denel SOC Ltd;
- b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- c. Act with circumspection and treat Denel SOC Ltd fairly in a situation of conflicting interests;
- d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with Denel SOC Ltd;
- f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;
- g. To conduct their business activities with transparency and consistently uphold the interests and needs of Denel SOC Ltd as a client before any other consideration; and
- h. To ensure that any information acquired by the bidder(s) from Denel SOC Ltd will not be used or disclosed unless the written consent of the client has been obtained to do so.

9 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

Denel SOC Ltd reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of [Institution name] or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

- a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;



Specification for procurement Tender- Annexure F

- b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of Denel SOC Ltd's officers, directors, employees, advisors or other representatives;
- d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- e. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- g. has in the past engaged in any matter referred to above; or
- h. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury

10 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- 10.1 The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that Denel SOC Ltd relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by Denel SOC Ltd against the bidder notwithstanding the conclusion of the Service Level Agreement between Denel SOC Ltd and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.



Specification for procurement Tender- Annexure F

11 PREPARATION COSTS

- 11.1** The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing Denel SOC Ltd, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

12 INDEMNITY

- 12.1** If a bidder breaches the conditions of this bid and, as a result of that breach, Denel SOC Ltd incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds Denel SOC Ltd harmless from any and all such costs which Denel SOC Ltd may incur and for any damages or losses Denel SOC Ltd may suffer.

13 PRECEDENCE

- 13.1** This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

14 LIMITATION OF LIABILITY

- 14.1** A bidder participates in this bid process entirely at its own risk and cost. Denel SOC Ltd shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

15 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

- 15.1** No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Denel SOC Ltd reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

16 GOVERNING LAW



Specification for procurement Tender- Annexure F

16.1 South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

17 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

17.1 A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that Denel SOC Ltd allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and Denel SOC Ltd will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

18 CONFIDENTIALITY

18.1 Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with Denel SOC Ltd's examination and evaluation of a Tender.

18.2 No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by Denel SOC Ltd remain proprietary to Denel SOC Ltd and must be promptly returned to Denel SOC Ltd upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

18.3 Throughout this bid process and thereafter, bidder(s) must secure Denel SOC Ltd.'s written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

19 DENEL SOC LTD PROPRIETARY INFORMATION

19.1 Bidder will on their bid cover letter make declaration that they did not have access to any Denel SOC Ltd proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).



Specification for procurement Tender- Annexure F

20 AVAILABILITY OF FUNDS

- 20.1** Should funds no longer be available to pay for the execution of the responsibilities of this bid xxxxxx the Denel SOC Ltd may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

21 SERVICE LEVEL AGREEMENT

- 21.1** Upon award Denel SOC Ltd and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by Denel SOC Ltd.
- 21.2** Denel SOC Ltd reserves the right to vary the proposed draft Service Level Indicators during the course of negotiations with a bidder by amending or adding thereto.
- 21.3** Bidder(s) are requested to:
- 21.4** Comment on d
- 21.5** raft Service Level Indicators and where necessary, make proposals to the indicators;
- 21.6** Explain each comment and/or amendment; and
- 21.7** Use an easily identifiable colour font or "track changes" for all changes and/or amendments to the Service Level Indicators for ease of reference.
- 21.8** Denel SOC Ltd reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to Denel SOC Ltd or pose a risk to the organisation

22 SPECIAL CONDITIONS OF THIS BID

- 22.1** Denel SOC Ltd reserves the right:
- 22.2** To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)
- 22.3** To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).



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- 22.4** To accept part of a tender rather than the whole tender.
- 22.5** To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- 22.6** To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- 22.7** To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- 22.8** Award to multiple bidders based either on size or geographic considerations.

Annexure G

POPIA : Supplier Notice and Consent Form



POPIA: SUPPLIER NOTICE AND CONSENT FORM

I confirm that I am duly authorised to sign this consent form.

Name (Print)

Capacity

Signature

Name of Firm

Date

(Hereinafter referred to as "the **Data Subject** ")

A company/organization duly incorporated under the laws of Republic of South Africa, having its
main place of business

at....., with

registration number:.....

POPIA: SUPPLIER NOTICE AND CONSENT FORM

Preparatory Statement

Whereas the "Data Subject" is in agreement with the contents of this Notice and Consent Form and grants DENEL permission to process certain confidential/personal information, for purposes of

whereas the "Data Subject" is considering making an offer (the "Offer") to DENEL on a solicited Bid/Tender/RFP/RFI, subject to conducting due diligence, as a result of which certain confidential/personal information of the Data Subject may be disclosed to DENEL.

The Data Subject hereby gives consent to the following:

1. Purposes

DENEL will process, including collect, your personal information (as set out in point 2 below) for the following purposes:

- a) strategic sourcing;
- b) procurement;
- c) contract management;
- d) supplier management;
- e) invoice management;
- f) payments;
- g) debt recovery;
- h) fraud prevention; and
- i) supplier discovery.

The provision of personal information is voluntary. However, if you do not provide your personal information, we may not be able to perform the above-mentioned purpose/s.

2. Legal basis for the processing

We process your personal information on the basis that (i) processing information is necessary for pursuing our legitimate interests (according to section 11(1) of the Protection of Personal Information Act, No. 4 of 2013 ("POPIA")), which lies in achieving the purposes as set out in point 1 above, (ii) processing is necessary to carry out actions for the conclusion or performance of "supply chain management functions" for which you are party (according to section 11(1)(b) of POPIA), or (iii) processing complies with an obligation imposed by law on us (according to section 11(1)(c) of POPIA).

We process the following personal information (for specific natural or juristic person and can be used to identify you or that person):

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a) Master data

- Name
- Addresses
- Contact numbers
- Email address
- Other contact details of the supplier
- Supplier primary contact person's name and contact information
- Job position and role / qualifications
- Partner roles of the suppliers needed for invoicing and ordering
- Identification / company registration number
- BBBEE status
- Central Supplier Database number

b) Accounting and payment information

- VAT & Income tax numbers
- Tax clearance pin
- Bank details
- Bank account type and number
- Name of the account holder
- Attachment of confirmation documents
- Terms of payment
- Accounting correspondence

c) Supplier classification

- Category
- Vendor portfolio
- Product categories
- Main product category
- Additional product categories
- Vendor category.

d) Declared conflict or potential conflict of interest

e) Information on goods and/or services offered by supplier

- quantity and quality of offered goods and/or services
- other commercial terms of the offer

f) Contract information

- commercial terms of the contract
- legal terms of the contract
- any other contractual documentation
- information about contract performance and instances of non-performance

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3. Retention periods

Your personal information will only be kept for as long as we reasonably consider necessary for achieving the purposes set out in point 1 above and as is permissible under applicable laws. We will, in any case, retain your personal information for as long as there are statutory retention obligations or potential legal claims are not yet time barred.

4. Law enforcement

We may disclose personal information if required:

- by a subpoena or court order;
- to comply with any law;
- to protect the safety of any individual or the public; and
- to prevent violation of our supplier relation terms.

5. Regulators

We may disclose your personal information as required by law or governmental audit.

6. Sharing

We may share your personal information with:

- other divisions or public entities within the South African Government as the South African Weather Service (DENEL) is a Section 3(a) public entity under the Ministry of Environmental Affairs and is governed by a Board, so as to provide joint content and services like registration, for transactions and customer support, to help detect and prevent potentially illegal acts and violations of our policies, and to guide decisions about our products, services;
- an affiliate, in which case we will seek to require the affiliates to honor this privacy notice;
- our goods or services providers under contract who help provide certain goods or services or help with parts of our business operations, including fraud prevention, bill collection, marketing,
- technology services (our contracts dictate that these goods or services providers only use your information in connection with the goods or services they supply or services they perform for the DENEL and not for their own benefit);
- credit bureaus to report account information, as permitted by law;
- banking partners as required by credit card association rules for inclusion on their list of terminated merchants (in the event that you utilize the services to receive payments and you meet their criteria); and
- other third parties who provide us with relevant services, where appropriate.

7. Suppliers rights

Under applicable law, you have, among others, the rights (under the conditions set out in applicable law): (i) to check whether and what kind of personal data we hold about you and to request access to and the right to rectify the information collected (ii) in certain circumstances, to object to the processing of personal information, in the prescribed manner, on reasonable grounds relating to your particular situation, unless legislation provides for such processing or to object for the purposes of direct marketing; or (iii) to lodge a

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complaint with the Information Regulator. The address of the Information Regulator is 33 Hoofd Street Forum III, 3rd Floor Braampark, Braamfontein, Johannesburg.

8. Your obligations

You may only send us your own personal information or the information of another data subject where you have their permission to do so.

9. Security

We take the security of personal information very seriously and always do our best to comply with applicable data protection laws. Our website is hosted in a secure server environment that uses a firewall and other advanced security measures to prevent interference or access from outside intruders. We authorize access to personal information only for those employees who require it to fulfil their job responsibilities. We implement disaster recovery procedures where appropriate.

10. Data Storage

We will try to keep the personal information we collect as accurate, complete, and up to date as is necessary for the purposes defined in this notice. Please note that to better protect you and safeguard your personal information, please inform us of any required corrections to your personal information.

11. Limitation

We are not responsible for, give no warranties, nor make any representations in respect of the privacy policies/notices or practices of any third parties.