

# REQUEST FOR PROPOSAL



The purpose of this bid is for the for the appointment of a travel management company to provide travel management services for Denel for a period of twenty-four (24) 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.

<b>RFQ Reference Number</b>	RFQ – 10372-01024
<b>Denel Dynamics, a division of Denel SOC Ltd</b>	<b>Address:</b> Nelmapius Drive, Centurion, Pretoria <b>Websites:</b> <a href="http://www.deneldynamics.co.za">www.deneldynamics.co.za</a> / <a href="http://www.denel.co.za">www.denel.co.za</a>
<b>Description of RFQ:</b>	The appointment of a Travel Management Company to provide travel management services.
<b>Issue date of RFQ:</b>	Tuesday, 03 February 2026
<b>Compulsory / Non - Compulsory briefing session:</b>	None.
<b>RFQ closing date and time:</b>	Monday, 19 February 2026, at 11H00
<b><i>Suppliers should ensure that information is delivered timeously and to the correct email address (reflected on the cover page of this RFQ document). If the information is late, it will not be considered for evaluation.</i></b>	
<b>Submission of bid proposals:</b>	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 <b>Submit one (1) fully completed and signed original bid document.</b>
<b><i>Denel Dynamics may seek clarification from and enter into discussions with any or all of the Suppliers in relation to their RFQ information provided. Denel Dynamics may use the information obtained when clarification is sought or discussions are held in interpreting the RFQ information and evaluating the cost and risk of accepting the RFQ information. Failure to supply clarification to the satisfaction of Denel Dynamics may render the RFQ information liable to disqualification.</i></b>	
<b>RFQ delivery e-mail address:</b>	<a href="mailto:procadmin@deneldynamics.co.za">procadmin@deneldynamics.co.za</a>
<b>RFQ enquiry email address:</b>	
<b>ALL RFQ RESPONSES MUST BE COMPLETED USING THE ENGLISH LANGUAGE</b>	

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## TERMS OF REFERENCE FOR THE APPOINTMENT OF A TRAVEL MANAGEMENT COMPANY TO PROVIDE TRAVEL MANAGEMENT SERVICES FOR THE DENEL DYNAMICS DIVISION FOR A PERIOD OF TWENTY-FOUR (24) MONTHS “ON AN AS AND WHEN REQUIRED BASIS.”

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The successful bidder will be appointed for a period of twenty-four (24) months “on an as and when required basis.

The Denel Dynamics primary objective in issuing this Request for Quotes (RFQ) is to enter into agreement with a successful bidder who will achieve the following:

- a) Provide the Denel Dynamics with travel management services that are consistent and reliable and will maintain a high level of traveller satisfaction in line with the service levels.
- b) Achieve significant cost savings for the Denel Dynamics without any degradation in service.
- c) Appropriately contain the Denel Dynamics’s risk and traveller risk.

### 1. **General**

The successful bidder will be required to provide travel management services on the following deliverables under this section include without limitation, the following:

- a) The travel services will be provided to all travellers travelling on behalf of the Denel Dynamics locally and internationally. This will include employees and contractors, consultants, and clients where the agreement is that the Denel Dynamics is responsible for the arrangement and cost of travel.
- b) Provide travel management services during normal office hours (Monday to Friday 08h00 – 17h00) and provide after hours and emergency services.
- c) Familiarisation with the Denel Dynamics current Travel Policy and implement controls to ensure compliance.
- d) Penalties incurred as a result of the inefficiency or fault of a travel consultant will be for the TMC’s account, subject to the outcome of a formal dispute process.
- e) Provide a facility for the Denel Dynamics to set and update their travellers’ personal profiles.
- f) Manage any third-party service providers by addressing service failures and complaints against these service providers.
- g) Consolidate all invoices from travel suppliers.

### 2. **Travel Portfolio**

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The table below provides the rounded number of transactions for the periods as indicated. The figures are provided to assist the bidders in the proposal preparation.

Category	No of Transactions (April 2023 – March 2024)	No of Transactions (April 2024 – March 2025)
Domestic Air Travel		
International Air Travel		
Local Accommodation		
Foreign Accommodation		
Domestic transfers and shuttle		
Visa/Passport assistance		
Buses		
Travel Insurance		
Number of after-hours calls		

### 3. ADMINISTRATIVE BID REQUIREMENTS

3.1 The following documents must be submitted together with the bid proposal;

- 3.1.1. SARS Tax Pin
- 3.1.2. Completed and signed SCM compliance documents
- 3.1.3 A certified copy of the B-BBEE certificate (or an original affidavit signed by a Commissioner of Oaths regarding the B-BBEE status)
- 3.1.4 Certified ID Copies of all directors.

### 4. Mandatory Requirements

- (a) Provide reference letters from at least three (3) contactable existing/recent clients (within past 2 years) which are of a similar size to the Denel Dynamics and for whom the bidder has provided Travel Services too.
- (b) Submission of valid and updated ASATA (Association of South African Travel Agents) certificate. Proof of such membership must be submitted with the bid proposal.
- (c) Submission of valid and updated International Air Transport Association License (IATA) certificate.
- (d) Company profile of the bidder demonstrating capacity, experience and pricing schedule.

**Failure to meet the above mandatory requirements will disqualify your bid proposal.**

### 5. Reservations

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The Travel Management Company will:

- a) Receive travel requests from travellers and/or travel bookers, respond with quotations (confirmations) and availability. Upon the receipt of the relevant approval, the travel agent will issue the required e-tickets and vouchers immediately and send it to the travel Booker and traveller via the agreed communication medium.
- b) Always endeavour to make the most cost-effective travel arrangements based on the request from the Denel Dynamics.
- c) Apprise themselves of all travel requirements for destinations to which travellers will be travelling and advise the traveller of alternative plans that are more cost effective and more convenient where necessary.
- d) Obtain a minimum of three (3) price comparisons for all travel requests where the routing or destination permits.
- e) Book the negotiated discounted fares and rates where possible.
- f) Keep abreast of carrier schedule changes as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any changes in flight schedules prior to or during the traveller's official trip. When necessary, e-tickets and billing shall be modified and reissued to reflect these changes.
- g) Book parking facilities at the airports where required for the duration of the travel.
- h) Process all queries, requests, changes, and cancellations timeously and accurately.
- i) Must be able to facilitate group bookings (e.g. for meetings, conferences, events, etc)
- j) Must issue all necessary travel documents, itineraries, and vouchers timeously to traveller(s) prior to departure dates and times.
- k) Advise the traveller of all visa and inoculation requirements well in advance.
- l) Assist with the arrangement of foreign currency and the issuing of travel insurance for international trips where required.
- m) Visa applications will not be the responsibility of the TMC; however, the relevant information must be supplied to the traveller(s) where visas will be required
- n) Negotiated airline fares, accommodation establishment rates, car rental rates, etc. that are negotiated directly or established by National Treasury are non-commissionable, where commissions are earned for the Denel Dynamics bookings all these commissions should be returned to the Denel Dynamics on a quarterly basis.
- o) Ensure confidentiality in respect of all travel arrangements and concerning all persons requested by the Denel Dynamics.
- p) Timeously submit invoices for travel services as per the Denel Dynamics's payment policy.

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## 6. Air Travel

- a) The TMC must be able to book full-service carriers as well as low-cost carriers.
- b) The TMC will book the most cost-effective airfares possible for domestic travel.
- c) For international flights, the airline which provides the most cost effective and practical routings may be used.
- d) The TMC should obtain three or more price comparisons where applicable to present the most cost effective and practical routing to the traveller.
- e) The airline ticket should include the applicable airline agreement number as well as the individual loyalty program number of the traveller where applicable.
- f) Airline tickets must be delivered electronically (SMS and/or email format) to the traveller(s) and travel bookers promptly after booking and before the departure times.
- g) The TMC will be responsible for the tracking and management of unused e-tickets as per agreement with the Denel Dynamics and must provide a report on refund management once a quarter.
- h) The TMC must during their report period provide proof that bookings were made against the discounted rates on the published fares where applicable.
- i) The TMC must ensure that travellers are always informed of any travel news regarding airlines (like baggage policies, checking in arrangements, etc.).
- j) Assist with lounge access if and when required.

## 7. Accommodation

- a) The TMC will obtain price comparisons within the maximum allowable rate matrix as per the cost containment instruction of the National Treasury.
- b) The TMC will obtain three price comparisons from accommodation establishments that provide the best available rate within the maximum allowable rate and that are located as close as possible to the venue or office or location or destination of the traveller.
- c) This includes planning, booking, confirming, and amending of accommodation with any establishment (hotel group, private hotel, guest house or Bed & Breakfast) in accordance with the Denel Dynamics travel policy.
- d) Accommodation vouchers must be issued (SMS and/or email format) to all travellers for accommodation bookings and must be invoiced as per arrangement. Such invoices must be supported by a copy of the original hotel accommodation charges.
- e) The TMC must during their report period provide proof, where applicable, that accommodation rates were booked within the maximum allowable rates as per the cost containment instruction of the National Treasury.
- f) Cancellation of accommodation bookings must be done promptly to guard against no show and late cancellation fees.

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## 8. Car Rental and Shuttle Services

- a) The TMC will book the approved category vehicle in accordance with the Denel Dynamics Travel Policy with the appointed car rental service provider from the closest rental location (airport, hotel, and venue).
- b) The travel consultant should advise the Traveller on the best time and location for collection and return considering the Traveller's specific requirements.
- c) The TMC must ensure that relevant information is shared with travellers regarding rental vehicles, like e-tolls, refuelling, keys, rental agreements, damages, and accidents, etc.
- d) For international travel the TMC may offer alternative ground transportation to the Traveller that may include rail, buses, and transfers
- e) The TMC will book transfers as requested by the Denel Dynamics and in compliance with the Denel Dynamics's Travel Policy. Transfers can also include shuttle, bus, and coach services.
- f) The TMC should manage shuttle companies on behalf of the Denel Dynamics and ensure compliance with minimum standards. The TMC should also assist in negotiating better rates with relevant shuttle companies.
- g) Vouchers must be issued (SMS and/or email format) to all travellers and must be invoiced as per arrangement.
- h) When booking car rental, shuttles or transfers the TMC will obtain three or more price comparisons to present cost-effective alternatives to the Denel Dynamics.

## 9. After Hours and Emergency Services

- a) The TMC must provide a consultant to assist travellers with after hours and emergency reservations and changes to travel plans.
- b) A dedicated consultant/s must be available to assist Executive Travellers with after hour or emergency assistance.
- c) After hours' services must be provided from Monday to Friday outside the official hours (17h00 to 08h00) and twenty-four (24) hours on weekends and Public Holidays.
- d) A call centre facility or after hours contact number should be available to all travellers so that when required, unexpected changes to travel plans can be made and emergency bookings attended to.
- e) The TMC must have a standard operating procedure for managing after hours and emergency services.

## 10. Communication

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- a) The TMC may be requested to conduct workshops and training sessions for Travel Bookers from the Denel Dynamics.
  - b) All enquiries must be investigated, and prompt feedback be provided in accordance with the SLA.
  - c) The TMC must ensure sound communication with all stakeholders.

## 11. Financial Management

- a) The TMC must implement the discounted air fares, or the maximum allowable rates established by the National Treasury where applicable.
- b) The TMC will be responsible to manage the service provider accounts. This will include the timely receipt of invoices to be presented for payment to the Denel Dynamics within the agreed time period.
- c) The TMC must enable savings on total annual travel expenditure and must report and provide proof of these savings during annual reviews.
- d) The TMC will be required to offer a 30-day bill-back account facility to institutions should a lodge card not be offered. 'Bill back', refers to the supplier sending the bill back to the TMC, who, in turn, invoices the Denel Dynamics for the services rendered.
- e) Where pre-payments are required for smaller Bed & Breakfast /Guest House/Conference facilities, these will be processed by the TMC. These are occasionally required at short notice and even for the same day bookings.
- f) The TMC is responsible for the consolidation of invoices and supporting documentation to be provided to the SCM Officer in the agreed time period. This includes attaching the approved purchase order and other supporting documentation to the invoices reflected on the service provider's statement.
- g) The TMC must ensure that invoices reflect the correct passenger's name, date of travel and destination/routing.
- h) The TMC must ensure that the debtor's account is accurately reconciled within the agreed time period.
- i) The TMC must ensure that all credit notes are processed within the agreed time frame.

## 12. Technology, Management Information and Reporting

- a) The TMC must have the capability to consolidate all management information related to travel expenses into a single source document with automated reporting tools.
- b) The TMC must ensure that all management information and data input is accurate.
- c) The Denel Dynamics may request the TMC to provide management reports.
- d) Reports must be available in an electronic format for example Microsoft Excel.
- e) Reports must be provided on the agreed date and must include but are not limited to the following:

### Travel

- After hours' report.

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- Compliments and complaints.
  - Consultant Productivity Report.
  - Long term accommodation and car rental.
  - Extension of business travel to include leisure.
  - Upgrade of class of travel (air, accommodation, and ground transportation); and
  - Bookings outside the Denel Dynamics's travel policy.

## **Finance**

- Reconciliation of commissions/rebates or any volume driven incentives.
- Creditor's ageing report.
- Creditor's summary payments.
- Daily invoices.
- No show report.
- Cancellation report.
- Receipt delivery report.
- Refund Log.
- Open voucher report, and
- Open age invoice analysis.

The TMC will implement all the necessary processes and programs to ensure that all the data is secure at all times and not accessible by any unauthorised parties.

## **13. Account Management**

- a) The TMC must appoint a dedicated Account or Business Manager that is ultimately responsible for the management of the Denel Dynamics's account.
- b) The necessary processes should be implemented to ensure good quality management and traveller satisfaction at all times.
- c) A complaint handling procedure must be implemented to manage and record the compliments and complaints of the TMC and other travel service providers.
- d) Ensure that the Denel Dynamics's travel policy is enforced.
- e) During reviews, comprehensive reports on the travel spend and the performance in terms of the SLA must be presented.

## **14. Value Added Services**

The TMC must provide the following value-added services:

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- a) Destination information for regional and international destinations:
    - Health warnings.
    - Weather forecasts.
    - Visa information.
    - Travel alerts.
    - Location of hotels and restaurants.
    - Information including the cost of public transport.
    - Rules and procedures of the airports
    - Policies/regulations of the country to be visited
    - Airline baggage policy.
    - Supplier updates.
  - b) Electronic voucher retrieval via web and smart phones
  - c) SMS notifications for travel confirmations.
  - d) Travel audits.
  - e) Global Travel Risk Management.
  - f) VIP services for Executives that include but is not limited to check-in support.

## 15. **Cost Management**

- a) A basis for a cost savings culture is being established through the National Treasury cost containment initiative and the Denel Dynamics's travel policy.
- b) It is the obligation of the TMC consultant to advise on the most cost-effective option at all times, and costs should be within the framework of the National Treasury's cost containment instructions.
- c) The TMC should endeavour to provide high quality travel related services that are designed to strike a balance between effective cost management, flexibility, and traveller satisfaction.
- d) The TMC should have in-depth knowledge of the relevant supplier(s)' products, to be able to provide the best option and alternatives that are in accordance with the Denel Dynamics's travel policy thus ensuring that the traveller reaches his/her destination safely, in reasonable comfort, with minimum disruption, cost effectively and in time to carry out his/her business.

## 16. **Quarterly and Annual Travel Reviews**

- a) The Denel Dynamics may require quarterly reviews to be presented by the TMC on all the Denel Dynamics's travel activity in the previous quarter. These reviews should be comprehensive and presented to the Denel Dynamics's Supply Chain and Finance teams as part of the performance management reviews based on the service levels.
- b) Annual reviews may also be required to be presented to the Denel Dynamics's Senior Executives.
- c) These travel reviews may include without limitation the following information:

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## **Expenditure on air travel**

- Name of official
- Airline
- Date of departure
- Routing
- Class of travel booked (e.g. Y – Class)
- Published fare (e.g. fare offered to the public)
- Discounted fare booked
- Saving

## **Expenditure on accommodation**

- Name of official
- Establishment type
- Star grading
- Band
- Date of arrival
- Date of departure
- Number of bed nights
- Total costs

## **Expenditure on car rental**

- Name of official
- Name of car rental company
- Category booked (e.g. EDMR)
- Group of vehicle (e.g. – B)
- Date of collection
- Date of return
- Number of rental days
- Total costs

## **17. Office Management**

The TMC to ensure high quality service to be delivered at all times to the Denel Dynamics travellers.

The TMC is required to provide Denel Dynamics with highly skilled and qualified human resources of the following roles but not limited to:

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- Senior Consultants
- Intermediate Consultants
- Travel Manager (Operational)
- Finance Manager / Branch Accountant
- Admin Back Office (Creditors / Debtors/Finance Processors)
- System Administrator (General Admin)

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## 18. PRICING MODEL

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The Denel Dynamics requires bidders to bid based on the transactional fee model. The transaction fee must be a fixed amount per service.

The fee must be linked to the cost involved in delivering the service and not a percentage of the value or cost of the service provided by third party service providers

### 18. Volume driven incentives

It is important for bidders to note the following when determining the pricing:

- a) No override commissions earned through the Denel Dynamics reservations will be paid to the TMCs.
- b) An open book policy will apply, and any commission earned through the Denel Dynamics volumes is reimbursable to the Denel Dynamics.
- c) TMCs are to book the best fare available.

## 19. CUSTOMER INFORMATION

Bidder/s to complete the information request below for three (3) of its customers.

Clients	No of transactions per year	No of employees	Total value of contract (Vat Inclusive)	Customer satisfaction rating

## 20. EVALUATION CRITERIA

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The evaluation of bid proposals will be based on meeting the Denel requirements as follows;

No.	Criteria	Measure of Criteria	Yes	No
1	Capacity and Experience of the travel company	Demonstrated five (5) years' experience of travel service in the public or private sector.		
2	Approach and Methodology, Work Plan and Process.	Provide a detailed approach, methodology and process to meet the organisation's travel requirements.		
3.	Experience of the proposed team (Key Project Team Members)	Provide CV's and Qualifications of the proposed team as follows; <ul style="list-style-type: none"> <li>○ Junior Consultant / s Work Experience (2 Years)</li> <li>○ Senior Consultants / s Work Experience (3 Years)</li> <li>○ Account Manager Work Experience (5 Years)</li> </ul>		

<b>The bidder meets the requirements</b>	<b>Yes</b>	<b>No</b>
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**Failure to meet the above mandatory requirements will disqualify your bid proposal for further evaluation on price and specific goals.**

Criteria	Points
Price	80
Specific Goals	20
Total	100

## 21. CONTACTABLE ENQUIRIES

The following persons should be contacted;

- For any general bidding enquiries contact Moses Rankapole at 012 6711680, [Moses.Rankapole@denel.co.za](mailto:Moses.Rankapole@denel.co.za)

## ANNEXURE A: SUPPLIER DETAILS

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The following particulars must be furnished and where required supplier must provide supporting documentations. **Failure to do so may result in supplier RFQ 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 RFQ
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 RFQ proposal.</i>	Compulsory – submitted with this RFQ
B-BBEE STATUS: <i>Supplier to submit Affidavit or B-BBEE certificate that is still valid.</i>	Compulsory – submitted with this RFQ
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 RFQ
SUPPLIER SALES CONDITIONS	Compulsory – submitted with this RFQ
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	
Does supplier have a valid National Conventional Arms Control (NCAC) permit in place?	YES <input type="checkbox"/> NO <input type="checkbox"/>

## ANNEXURE B: SUPPLIER REFERENCES

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Supplier to provide references (maximum 3) for same or similar work already executed.

***Failure to do so may result in your RFQ being disqualified.***

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

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## ANNEXURE C: COMPULSARY AND SUPPLIER SUPPORTING DOCUMENTS

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

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



## 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.)*

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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

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## ANNEXURE E: RFQ IMPORTANT INFORMATION

### **E1: STATUS OF REQUEST FOR INFORMATION**

This RFQ is an invitation for person(s) to submit information for the provision of the services as set out in this RFQ. Accordingly, this RFQ 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 RFQ**

Whilst all due care has been taken in connection with the preparation of this RFQ, Denel makes no representations or warranties that the content in this RFQ or any information communicated to or provided to Suppliers during the RFQ 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 RFQ 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 RFQ 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 RFQ**

Denel Dynamics reserves the right to change any information in, or to issue any addendum to this RFQ 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 RFQ from all Suppliers.

### **E4: CONFIDENTIALITY**

All persons (including all Suppliers) obtaining or receiving this and any other information about this RFQ must keep the contents of the RFQ 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 RFQ.

### **E5: UNAUTHORISED COMMUNICATIONS**

Communication (including promotional or advertising activities) with staff of Denel Dynamics or their staff assisting with the RFQ Process is not permitted during the RFQ 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 RFQ 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 RFQ 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 RFQ 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 RFQ process.

## **E7: COMPLAINTS ABOUT THE RFQ PROCESS**

Any complaint about the RFQ or the Information Gathering Process must be submitted to the Tender Office via the RFQ 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 RFQ 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 RFQ.

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

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

Denel Dynamics may immediately disqualify a Supplier from the RFQ 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 RFQ 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**

Suppliers are responsible for:

- examining this RFQ and any documents referenced or attached to this RFQ and any other information made or to be made available by Denel Dynamics to Suppliers in connection with this RFQ;
- fully informing themselves in relation to all matters arising from this RFQ, 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 RFQ, 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 RFQ 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 RFQ 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 RFQ response or affect the fairness of the RFQ 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 RFQ), the Supplier must promptly notify Denel of such error before closing date and time of the RFQ.

## **E13: RESPONSIBILITY FOR RFQ COSTS**

The Suppliers participation or involvement in any stage of the RFQ 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 RFQ 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 RFQ Process, including without limitation, instances where:

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

## **E14: DISCLOSURE OF RFQ CONTENTS AND RFQ INFORMATION**

All the RFQ information received by Denel Dynamics will be treated as confidential. Denel Dynamics will not disclose contents of any RFQ and any RFQ 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 RFQ 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 RFQ INFORMATION**

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

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

## **E16: RFQ INFORMATION ACCEPTANCE**

All RFQ 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 RFQ INFORMATION**

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

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

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

Denel Dynamics is under no obligation to seek clarification of anything in a RFQ 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 RFQ.

## **E18: DISCUSSION WITH SUPPLIERS**

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