



**Request for Proposal for Legal Panel for a period of five (5) years to Denel Group**

---

**BID NUMBER: (REF: DG499/20/03/2026)**

**TIMELINES OF THE BID PROCESS**

<b>BRIEFING SESSION</b>	
<b>DATE:</b>	22 <sup>nd</sup> April 2026
<b>TIME:</b>	10:00 to 12:30
<b>VENUE:</b>	Meeting ID: 827 9935 9503  Passcode: 194286  <a href="https://us02web.zoom.us/j/82799359503?pwd=Wm2ueYhVXkzIDPWgF4YzDDMBR8DjIL.1">https://us02web.zoom.us/j/82799359503?pwd=Wm2ueYhVXkzIDPWgF4YzDDMBR8DjIL.1</a>
<b>COMPULSORY:</b>	Yes, Online Session
<b>BID SUBMISSION</b>	
<b>DATE: ISSUED</b>	13 <sup>TH</sup> April 2026
<b>CLOSING DATE:</b>	18 <sup>th</sup> May 2026
<b>CLOSING TIME:</b>	11:00
<b>VALIDITY PERIOD:</b>	180 DAYS

**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:

<b>Activity</b>	<b>Due Date</b>
<b>Advertisement of bid on Government e-tender portal</b>	<b>13<sup>th</sup> April 2026</b>
<b>Questions relating to bid from bidder(s) Q&amp;A</b>	
<b>Round 1 – from the 20<sup>th</sup> -23<sup>rd</sup> April 2026</b>	Responses 24/04/2026
<b>Round 2 – from the 27<sup>th</sup> -30<sup>th</sup> April 2026</b>	Response 04/05/2026
	All Q&As will be published on the portal
<b>Bid closing date</b>	<b>18<sup>th</sup> May 2026 at 11:00</b>



<b>Notice to bidder(s)</b>	<b>Denel SOC Ltd will endeavour to inform bidders of the progress until conclusion of the tender.</b>
----------------------------	---

**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](mailto: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) Memory Stick with content of each file by the **18<sup>th</sup> May 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**

- |                          |                          |  |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <b>One (1) original file and one (1) electronic copy on a USB for Qualifying and Functionality Evaluations</b> |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure A: Invitation to Tender (with a signature of an authorised representative of the Tenderer)</b>     |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure B: General Conditions of Contract</b>  |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure C: Declaration of Interest/Bidder's Disclosure</b>   |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure D: SBD 6.1 Preference point System</b>   |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure E: Pricing Schedule</b>  |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure F: Supporting Documents to the Specification</b>   |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Annexure G: POPIA</b>   |



## Contents

Invitation to Bid .....	Annexure A
General Conditions of Contract (GCC) .....	Annexure B
Bidder's Disclosure .....	Annexure C
Preference points claim form in terms of the Preferential Procurement Regulations 2022....	Annexure F
Pricing Schedule .....	Annexure G
Specifications / Terms of Reference .....	Annexure H
POPIA Supplier Notice and Consent form.....	Annexure I



**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] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BBE SUBMITTED IN ORDER TO QUALIFY FOR POINTS CLAIMED]</b>					



ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> 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 submissions, 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](http://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](http://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](http://ocpo.treasury.gov.za/Resource_Centre/Legislation/General%20Conditions%20of%20Contract-%20Inclusion%20of%20par%2034%20CIBD.pdf)



---

# Annexure C

Bidder's Disclosure



## 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 interest<sup>1</sup> 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

<sup>1</sup> 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 consortium<sup>2</sup> 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 PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

---

<sup>2</sup> 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.



---

.....  
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:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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:

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right) \quad \text{or} \quad Ps = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = 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:

$$Ps = 80 \left( 1 + \frac{Pt - Pmax}{Pmax} \right) \text{ or } Ps = 90 \left( 1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmax = 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.)**

<b>KPI</b>	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

Bidders must complete a comprehensive pricing table:

Role	Hourly Rate (R)
Partner/Director	
Senior Associate	
Associate	
Candidate Attorney (1st Year)	
Candidate Attorney (2nd Year)	

7. Expected Commencement Date

The panel will commence service from the date of signing the SLA and operate for five (5) years, with an option for a one-year extension at Denel's discretion.

Instructions to Bidders

All bidders are required to complete the pricing schedule below for the provision of legal services during the panel term. Rates must:

- 1 Be expressed as VAT-exclusive hourly rates;
- 2 Remain valid for the duration of the panel appointment, subject to annual review or agreed escalation;
- 3 Be aligned with the following governing frameworks and cost guidelines applicable to legal practitioners in South Africa:



PRICING SCHEDULE SERVICES: ANNEXURE E

**Relevant Legislative and Regulatory Frameworks**

Bidders must ensure that all proposed rates are in accordance with:

1. Legal Practice Act, 28 of 2014 – the overarching statute regulating the legal profession in South Africa.
2. Rules and Tariff Guidelines issued by the Legal Practice Council (LPC) – including: Guidelines on Fees for Legal Practitioners (as updated from time to time)

Non-litigious fee guidelines for advisory, corporate, and commercial work

3. Rules of Court, which govern tariff-based litigation cost recovery:
  1. Rule 70 of the Uniform Rules of Court – applicable to taxation of costs in High Court matters
  2. Rule 33.9 of the Magistrates' Court Rules – applicable to Magistrate's Court matters
  3. Uniform Tariff of Fees published in the Rules Board for Courts of Law Act, 107 of 1985, and any updates issued in the Government Gazette
4. Guidance issued by the South African Bar Council, where applicable for advocates or counsel used
5. Any other relevant sector-specific statutes where regulated fees apply (e.g. Conveyancing Fees Guidelines issued by the Law Society of South Africa, or Deeds Office regulations)

Legal Service Area	Senior Attorney (Hourly Rate)	Associate (Hourly Rate)	Paralegal (Hourly Rate)
Commercial/Corporate Law	R_____	R_____	R_____
Labour Law	R_____	R_____	R_____
Litigation (High Court)	R_____	R_____	R_____
Litigation (Magistrate's Court)	R_____	R_____	R_____



PRICING SCHEDULE SERVICES: ANNEXURE E

Aviation Law	R_____	R_____	R_____
Administrative/Public Law	R_____	R_____	R_____
Banking and Finance Law	R_____	R_____	R_____
Conveyancing / Property Law	R_____	R_____	R_____
Intellectual Property Law	R_____	R_____	R_____
Tax Law	R_____	R_____	R_____
Environmental Law	R_____	R_____	R_____
Debt Collections	R_____	R_____	R_____
Defense Law (incl. Arms Control)	R_____	R_____	R_____
General Legal Advisory Services	R_____	R_____	R_____
Notarial Services	R_____	R_____	R_____

**Escalation Clause**

Are the above rates subject to escalation?

Yes     No



## PRICING SCHEDULE SERVICES: ANNEXURE E

If yes, please indicate the annual escalation rate (%):

Provide the basis for escalation (e.g., CPI, LPC fee adjustments):

### **Additional Notes**

1. All hourly rates must comply with the Legal Practice Act, Legal Practice Council guidance, and relevant Rules of Court as cited above.
2. Denel reserves the right to negotiate, reject, or request justification for any proposed rates that exceed prevailing market or regulatory guidelines.
3. Pricing must reflect fairness, competitiveness, and cost-effectiveness, aligned with public sector procurement principles.
4. Matter-specific quotations will be required at the time of instruction, considering complexity, urgency, and scope.
5. Appointment to the panel does not guarantee allocation of work; selection for each matter will be based on value, expertise, and quotation responsiveness.

### **1.1 PRICE AND SPECIFIC GOALS EVALUATION**

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, 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



**PRICING SCHEDULE SERVICES: ANNEXURE E**

- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

The value of this bid is estimated NOT to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

Points for this bid shall be awarded for:

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

The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
PRICE	80
SPECIFIC GOALS (Refer to Annexure F: Preference Points Claim Form)	20
<b>Total points for Price and Specific Goals</b>	<b>100</b>

**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?



PRICING SCHEDULE SERVICES: ANNEXURE E

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.




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 Service Description**

Denel seeks to appoint a diverse panel of 17 legal firms to provide comprehensive legal services across a broad spectrum of legal disciplines, in support of its operational requirements and long-term strategic goals.

This panel will provide regional coverage in the following key metropolitan areas: Johannesburg, Ekurhuleni, Tshwane, and Cape Town; each with jurisdictional access to their respective regional courts.

The structure and composition of the panel have been designed to promote inclusive participation, regional balance, and effective service delivery. This approach also supports broader public-sector objectives such as value for money, transparency, and meaningful transformation within the legal profession.

1. **Johannesburg Metro** - Gauteng Division of the High Court, Johannesburg Magistrate's Court, and surrounding regional courts
2. **Ekurhuleni Metro** - Boksburg, Germiston, and Kempton Park Magistrate's Courts, as well as relevant regional divisions
3. **Tshwane Metro** - Gauteng Division of the High Court, Pretoria Magistrate's Court, and applicable regional courts
4. **Cape Town Metro** - Western Cape Division of the High Court and Cape Town Magistrate's Court, with other regional jurisdictions as required

The proposed regional allocation of legal firms is as follows:

Region	Suggested Number of Firms	Rationale
Johannesburg Metro	6	High concentration of commercial activity and legal demand necessitating broad legal capacity.
Ekurhuleni Metro	4	Strong industrial footprint requiring responsive legal support.
Tshwane Metro	4	National administrative centre with significant regulatory and litigation activity.
Cape Town Metro	3	Smaller legal caseload; sufficient with targeted allocation of expertise.



## Specification for procurement Tender- Annexure F

To enhance flexibility and ensure responsiveness to specialised legal matters, certain firms may be appointed to operate across more than one jurisdiction, where appropriate. This enables Denel to optimise legal service delivery while maintaining cost-effectiveness and equitable participation.

The formation of this legal panel will ensure that Denel has access to a capable, regionally embedded, and strategically aligned legal resource base, fully equipped to meet its evolving legal and business needs.

### **2. Objectives of the Requirement**

The objective of this tender is to secure law firms capable of providing Denel with both specialized and general legal support, efficiently and within expected timeframes. These firms will play a crucial role in supporting Denel's efforts to mitigate legal risks, ensuring compliance with regulatory frameworks, and enhancing our ability to navigate complex legal landscapes.

In line with Denel's commitment to promoting transformation within the legal profession, this panel seeks to be inclusive of small, medium and large law firms in South Africa. Through this approach, Denel aims to foster a mutually beneficial relationship that aligns with our broader strategic goals and contributes to the empowerment and growth of emerging legal practices.

### Panel Appointment Duration and Conditions:

Selected law firms will be appointed to the panel for an initial term of five (5) years with an option to extend for an additional one (1) year at Denel's discretion. This structure provides continuity and stability while allowing flexibility to adapt to any evolving legal or business requirements. Appointments will be contingent upon the conclusion of a Service Level Agreement (SLA), which will outline the scope of services, key performance indicators, and compliance standards, ensuring alignment on service expectations and delivery outcomes.

### Commitment to Transformation and Development

Denel's commitment to transformation is a fundamental pillar of this tender. In appointing firms to the panel, Denel is prioritizing the participation of small and medium-sized firms to drive transformation within the legal sector. This approach underscores our dedication to inclusive development, supporting a diverse pool of legal expertise, and contributing to the long-term sustainability of the South African legal profession. By creating this platform, Denel aligns its strategic and operational needs with broader



Specification for procurement Tender- Annexure F

socio-economic objectives, furthering our role as a responsible and forward-thinking corporate entity.

Firm Category	Definition	Please Indicate with X	Additional Information to Include
<b>Category 1: Small Firms</b>	A firm with up to five (5) admitted attorneys.		<p><b>1. Founding Year:</b> Provide the year the firm was established.</p> <p><b>2. Practice Areas:</b> Indicate primary areas of legal expertise.</p> <p><b>3. Transformation Initiatives:</b> Describe specific actions taken by the firm to support transformation in the legal field.</p> <p><b>4. Key Achievements:</b> Highlight any notable case wins or awards received in recent years.</p>
<b>Category 2: Medium Firms</b>	A firm with up to ten (10) admitted attorneys and an average of ten (10) years in legal practice.		<p><b>1. Average Years of Attorney Experience:</b> Specify the average years of legal experience per admitted attorney in the firm.</p> <p><b>2. Specialization:</b> Detail specific legal areas where the firm has significant expertise (e.g., corporate law, litigation, regulatory compliance).</p> <p><b>3. B-BBEE Level:</b> Indicate the firm's current B-BBEE status or level.</p> <p><b>4. Client Sectors:</b> Provide examples of key industry sectors the firm has experience serving (e.g., defense, aviation, manufacturing).</p>
<b>Category 3: Large Firms</b>	A firm with at least fifteen (15) admitted attorneys and an average of twenty (20) years of legal practice.		<p><b>1. Geographic Reach:</b> List locations of all offices or regions where the firm operates.</p> <p><b>2. Staffing Composition:</b> Indicate the diversity breakdown of partners and senior attorneys, if applicable.</p> <p><b>3. Capacity for High-Volume Work:</b> Describe the firm's ability to handle large-scale or high-complexity projects.</p> <p><b>4. Corporate Social Responsibility (CSR):</b> Briefly summarize the firm's CSR initiatives, especially those aimed at advancing social and economic development within South Africa.</p>



Specification for procurement Tender- Annexure F

**3. Administrative Documentation & Mandatory Compliance and Documentation**

The tables below outline the documentation required, administrative and mandatory compliance. Each requirement is categorized to cover critical compliance areas, including tax and B-BBEE status, legal and professional certifications, company registration and banking details, attorney qualifications, workplace compliance, and tender submission protocols.

It is essential that all items marked as "Required" are supported by accurate and verifiable documentation:

**Administrative Compliance Documents**

Document	Submission Requirement	Notes	Submitted (Yes/No)
Invitation to Bid – SBD 1  Please ensure that this is accompanies the tender document	Required	Complete and sign the supplied pro forma document	
Tax Status / Tax Clearance Certificate – SBD 2	Required	SARS may verify bidder's tax status during contract tenure	
Registration on Central Supplier Database (CSD)	Required	Provide proof of registration and vendor number	
Company Registration with CIPC	Required	Certified copy from Companies and Intellectual Property Commission	



Specification for procurement Tender- Annexure F

<p>A Valid B-BBEE Certificate or Sworn Affidavit</p> <p>You cannot disqualify on this requirement, please outline that this document would not result in disqualification</p>	<p>Required</p>	<p>Valid certificate or affidavit must be submitted</p>	
---	-----------------	---	--

These documents confirm administrative eligibility and are required for the bid to be considered compliant.

**Mandatory Documentation (Non-submission will lead to disqualification)**

The following documents are mandatory and non-submission will result in disqualification. These items are highlighted in yellow in the original document.

Mandatory Document	Requirement	Submitted (Yes/No)
Tax Clearance Certificate – SBD 2	Must be submitted	
Declaration of Interest – SBD 4	Must be submitted	
SBD 6.1 – PPPFA	Must be submitted	
Attorneys Fidelity Fund Certificate	Must be submitted	



Specification for procurement Tender- Annexure F

Bank Details and Trust Account confirmation letter	Must be submitted	
Certificate of Good Standing from Legal Practice Council (LPC)	Must be submitted	
Company Registration with CIPC (this requirement appears twice)	Must be submitted	
Pricing Schedule	Must be submitted	
Proof of Registration with LPC	Must be submitted	

Failure to submit any of the above will result in disqualification from the bidding process.

**4. Scope of Work (SoW)**

The appointed legal firms will be required to provide comprehensive legal advisory services across a range of areas, with clear expectations outlined below:

**4.1 General Legal Services**

**Advisory Services:** Provide expert legal opinions on complex legal issues, contract reviews, and guidance on best practices in line with Denel's operational requirements.

**Litigation Management:** Represent Denel in all legal disputes, including court proceedings, arbitration, and alternative dispute resolution mechanisms.

**Regulatory Compliance:** Ensure adherence to all relevant legislation, including but not limited to the Companies Act, PFMA, and all applicable National Treasury regulations. (Is Treasury Regulations applicable, more specifically TR16A?)

**4.2 Categories of Legal Services**

**Administrative and Public Law:** Handle legal matters pertaining to the governance and compliance obligations of state-owned entities.

**Aviation Law:** Provide specialized legal counsel related to aviation regulations, compliance with international standards, and dispute resolution in the aerospace sector.



#### Specification for procurement Tender- Annexure F

**Banking and Finance Law:** Assist in structuring financial transactions, compliance with financial regulations, and management of related disputes.

**Commercial Law and Litigation:** Advise on corporate transactions, contract drafting and negotiation, mergers and acquisitions, and dispute management.

**Labour Law:** Provide counsel on employment policies, labour disputes, and compliance with labour regulations, including representation before relevant labour forums.

**Intellectual Property (IP) Law:** Assist in registering and protecting patents, trademarks, and other IP assets, as well as handling IP infringement cases.

#### 4.3 Sector-Specific Legal Services

**Defence Law:** Offer specialized support in matters related to national security, arms control regulations, and contracts within the defence sector.

**Environmental Law:** Advise on compliance with environmental standards and regulations affecting Denel's projects and operations, including environmental impact assessments.

**Property Law and Conveyancing:** Manage real estate transactions, including property transfers, drafting of lease agreements, and related litigation.

#### 4.4 Advisory and Strategic Legal Services

**Policy Review and Legislative Drafting:** Assist in reviewing, drafting, and amending policies and procedures to ensure alignment with current legislation and strategic objectives.

**Corporate Governance:** Provide legal advice on corporate governance best practices to ensure compliance with the King IV Report and other relevant frameworks.

**Contract Negotiation and Drafting:** Develop and negotiate contracts to secure favourable terms for Denel while protecting the organization's interests.

#### 4.5 Additional Legal Services

**Notarial Services:** Offer notarial assistance for document authentication and certification as needed.

**Tax Law:** Provide tax advisory services, assist with tax planning, and represent Denel in tax-related disputes.

**Debtor Collections:** Manage debt recovery processes, including issuing demand letters and representing Denel in debt recovery litigation.

#### 4.6 Performance Management and Reporting



## Specification for procurement Tender- Annexure F

**Quarterly Performance Reviews:** Submit comprehensive performance reports outlining progress, challenges, and key legal outcomes for all active matters.

**KPI Compliance:** Adhere to key performance indicators as outlined in the Service Level Agreement (SLA), including response times, case resolution rates, and quality of legal submissions.

**Regular Updates:** Maintain open channels for continuous communication and updates on active matters and potential legal risks.

### 4.7 Transformation and Development

Denel is committed to promoting meaningful transformation and inclusive growth within the legal profession. In line with this commitment, the appointed legal service providers are expected to actively support the development of small and medium-sized law firms, contribute to skills enhancement, and foster collaborative legal practice models.

Key expectations under this objective include:

- **Development of Emerging Firms:** Engage with smaller or developing law firms on specific matters or projects to build their capacity, broaden their exposure, and support their sustainable growth within the sector.
- **Skills Transfer and Mentorship:** Implement structured initiatives aimed at the professional development of junior legal practitioners, including mentorship, knowledge sharing, and training opportunities that also benefit Denel's internal legal teams.
- **Collaborative Legal Delivery:** Promote partnerships and subcontracting arrangements that enable diverse firms to contribute meaningfully to Denel's legal work, ensuring a representative and skilled pool of legal service providers.
- **Value-Added Services:** Proposals should include details of any additional services offered, such as legal training, access to legal resources and precedents, use of technology platforms, secondment opportunities, or other innovative contributions that enhance knowledge and efficiency. Through this approach, Denel aims to support a transformed legal industry that reflects the broader values of fairness, inclusivity, and long-term development.

### 4.8 Compliance with Legislative Frameworks

**National Treasury Regulations:** Ensure that all services provided align with National Treasury procurement guidelines and the Public Finance Management Act (PFMA).

**Legal Frameworks:** Adherence to South African legal frameworks including, but not limited to, the Companies Act, Labour Relations Act, and other pertinent legislation.

### 4.9 Pro Bono and Value-Added Services

**Community Engagement:** Where possible, provide pro bono services that contribute to community development or legal awareness.



## Specification for procurement Tender- Annexure F

**Value-Added Services:** Propose value-added services such as training sessions for Denel's internal legal team on recent legal developments or emerging issues in relevant practice areas.

### 4.10 Methodology and Approach

Tenderers are required to provide a detailed, practical and well-reasoned methodology and approach for delivering legal services as part of the panel. The submission should clearly demonstrate the bidder's capability to deliver high-quality, responsive and cost-effective legal support that advances the needs of both Denel and a state-owned entity (SOE) operating in a regulated, high-accountability environment.

The methodology must reflect:

#### 1. Understanding of Denel's Operating Environment

Demonstrate a sound appreciation of Denel's mandate as a state-owned entity, including the public accountability, governance, and compliance standards applicable.

Address how legal services will be provided in a manner that supports Denel's strategic, operational and risk-management objectives, including its need for prudent legal advice in a complex and regulated sector.

#### 2. Legal Service Delivery Plan

Describe how legal services will be delivered efficiently, timeously, and to a high professional standard.

Explain how instructions will be received and managed; how matters will be resourced, prioritized, and tracked to ensure accountability and measurable outcomes.

Include workflow processes for litigation, advisory, compliance, contract drafting/review, and dispute resolution.

#### 3. Ethical Risk Management and Strategic Organisational Alignment

Tenderers must demonstrate a clear, integrated approach combining ethical risk management with alignment to Denel's strategic priorities.

The submission should show understanding of legal, reputational, and regulatory risks faced by a state-owned entity, outlining proactive measures to ensure ethical conduct, confidentiality, independence, and strong governance.

At the same time, the methodology must explain how legal services will support Denel's transformation, empowerment, localisation, skills transfer, and long-term organisational sustainability. Emphasis should be placed on building internal capacity and contributing meaningfully to Denel's resilience and public mandate.

Proposals that integrate risk governance sensitivity and strategic value creation as intertwined responsibilities will be rated more favourably, reflecting the expectation that legal partners deliver both compliant and strategically aligned support.

#### 4. Client Collaboration and Responsiveness



## Specification for procurement Tender- Annexure F

Bidders are required to outline how they will manage ongoing communication and collaboration with Denel. This should include a clear approach to client engagement, ensuring that matters are handled efficiently and transparently.

The proposal must address:

- Expected turn-around times for different types of legal matters;
  - Escalation protocols for high-priority or urgent issues;
  - Measures to ensure consistent responsiveness and availability;
  - A commitment to continuous improvement, including regular feedback loops and service reviews.
- This section will be used to assess how effectively the bidder will work alongside Denel's internal teams and respond to evolving business and legal requirements.

### 5. Team Structure and Oversight

Bidders are required to provide a detailed plan outlining how legal work will be allocated, supervised, and quality-assured throughout the contract period. This should include:

- A clear team structure showing reporting lines and areas of responsibility;
- Processes to ensure appropriate allocation of work to team members based on their expertise and seniority;
- Mechanisms for supervision and quality assurance to ensure all outputs meet professional and contractual standards;
- Steps to ensure consistency in service delivery, depth of legal expertise across subject areas, and preservation of institutional memory over the panel term.

The evaluation will consider how well the proposed team model supports continuity, responsiveness, and the ability to deliver high-quality legal services aligned with Denel's requirements.

### 6. Value-Added Skills

In addition to meeting Denel's core legal service requirements, bidders are encouraged to propose value-added services that can enhance knowledge transfer, operational efficiency, and long-term capacity building.

These services may include, but are not limited to:

1. **Legal Training:** Workshops or seminars for Denel's internal legal or operational teams.
2. **Access to Legal Resources:** Provision of templates, precedents, or legal research databases.
  - **Secondment Opportunities:** Temporary placement of legal professionals within Denel for knowledge sharing or capacity support.
3. **Use of Technology:** Deployment of legal tech tools or systems that improve matter tracking, document automation, or communication.
4. **Library and Knowledge Access:** Shared access to legal libraries, precedents, or professional development content.



## Specification for procurement Tender- Annexure F

The inclusion of such services demonstrates a proactive commitment to supporting Denel beyond transactional legal work, fostering a relationship of continuous development and value creation.

### **Legal Services Categorization and Areas of Law**

- 1.1 The objective of this tender is to obtain proposals from suitably qualified and experienced legal service providers across a range of legal practice areas. The list below outlines the primary categories of legal services required by Denel. However, this list is not exhaustive, and other legal services may also be required depending on Denel's evolving needs.
- 1.2 The tenderer must indicate the relevant area(s) of law they are tendering for by ticking (✓) the applicable category in the table below.
- 1.3 The legal services required can be categorized as follows:



Specification for procurement Tender- Annexure F

Area of Law	Please Tick (✓)
Administrative Law and Public Law (particularly as it relates to State-Owned Companies)	
Advertising and Marketing Law	
Aviation Law	
Banking and Finance Law	
Capital Asset Transactions, Mergers and Acquisitions, and Disposals	
Commercial Law and Litigation	
Competition Law	
Corporate Law and Governance (particularly as it relates to State-Owned Companies)	
Cyber Law and Information Security	
Debtor Collection	
Defence Law	
Environmental Law	
General Litigation, Dispute Resolution, Arbitration	
International Law	
Intellectual Property	
Labour Law	
Notarial Services	
Property Law and Conveyancing	
Tax Law / Taxation	
Additional Areas of Law (Optional)	
Public Procurement and Contract Law	
Health and Safety Law	
Regulatory and Compliance Law	
Financial Services Regulation	
Privacy and Data Protection Law (Including POPIA)	
Maritime and Transport Law	

1.4 Appointment to Denel's Panel of Attorneys

The appointment to Denel's Panel of Attorneys will be for an initial period of five (5) years, commencing from the date the Service Level Agreement (SLA) is signed by the successful tenderer. Denel reserves the right to conduct a comprehensive review of the Panel of Attorneys at any time before, on, or immediately after the third anniversary of the SLA. This review may be based on performance, compliance, or other operational needs. Upon completion of the five year period, Denel may choose to extend, amend, or discontinue the arrangement, depending on the outcome of the review process.

1.5 Assignment of Work



## Specification for procurement Tender- Annexure F

The successful tenderer(s) will be assigned legal work by Denel as and when required. This work will be allocated based on the specific needs of Denel at any given time, which may include ongoing, urgent, or ad-hoc legal matters across various areas of law. Assignments will be issued in alignment with the firm's expertise and capacity to deliver the required services within the specified timelines.

### 1.6 Review and Modification of the Panel

Denel retains the right to review, add, or remove any attorney or firm from its Panel of Attorneys before the expiration of the initial 5-year period, or at any point before the conclusion of a potential 5-year appointment. This action may be taken in response to performance issues, changes in Denel's requirements, or other factors such as legal compliance or service delivery. Such decisions will be made at Denel's discretion, based on regular assessments of the firms' performance, ability to meet Denel's strategic goals, or any legal or regulatory considerations that may arise.

## 5. Evaluation Criteria and Scoring

- 5.1 The evaluation process will be two-phased, consisting of pre-qualification compliance and technical evaluation. Bidders must submit all required documents listed in **Section 3**. Failure to do so will result in disqualification:
- 5.2 Bidders who meet mandatory requirements will proceed to the technical evaluation phase. Each aspect of the bid will be evaluated according to the following scoring guide

### Phase 1: Mandatory Compliance

- Submission of all documents listed in Section 3.

## 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:



Specification for procurement Tender- Annexure F

Administrative Compliance (Gate 1)	Mandatory Compliance (Gate 2)	Technical Evaluation Criteria (Gate 3)	Price and Specific Goals (Gate 4)
Bidders must submit all administrative documents as outlined in paragraph 21.1 (Table 1) below.	Bidders must submit all mandatory documents as outlined in paragraph 21.1 (Table 1) below.  Only bidders that comply with ALL these criteria will proceed to Gate 2.	Bidder(s) are required to achieve a minimum of <b>80</b> points out of 100 points to proceed to Gate 3 (Price and Specific Goals)	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 <b>80</b> points.

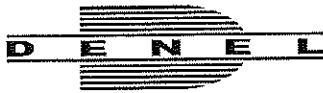
**Gate 1 & 2 : Administrative and Mandatory Compliance**

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). During this phase Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal may be disqualified for non-submission of any of the documents.

**Gate 3: 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.

CRITERIA	WEIGHT	SCORING GUIDE
<p><b>Relevant Experience</b></p> <p>This criterion evaluates the bidder's organisational experience in delivering</p>	<p><b>30</b></p>	<p><b>30=</b> Over 10 years of consistent experience delivering legal services to SOEs, public institutions, or regulated sectors.</p>



Specification for procurement Tender- Annexure F

<p>legal services comparable to the scope of this panel.</p> <p>Experience should be demonstrated through documented evidence such as case studies, a list of past or current projects, client sectors served, or other relevant examples.</p> <p>Denel is particularly interested in experience related to state-owned entities, public institutions, regulatory compliance, complex litigation, and high-value commercial transactions.</p> <p>Submissions will be assessed on relevance, complexity, scope, outcomes, and the bidder's role in the work described.</p>		<p>Demonstrates leadership on complex matters (e.g., litigation, commercial, regulatory, compliance). Clear outcomes documented. Work is multidisciplinary and recent.</p> <p><b>20=</b> At least 7–10 years' experience with solid exposure to SOEs or similarly complex legal environments. Case studies are relevant and show depth in key areas of law. Experience is well-documented and mostly aligned to Denel's needs.</p> <p><b>15=</b> 5–7 years of experience with some relevant work in commercial, administrative, or compliance law. May include a mix of private and public sector clients. Case studies are useful but may lack complexity or scale.</p> <p><b>10=</b> 2–5 years of experience, mostly in general legal work. Limited or indirect exposure to SOEs or regulated entities. Case examples may be basic or narrow in scope.</p> <p><b>5 =</b> Less than 2 years of demonstrable experience or</p>
---	--	--



Specification for procurement Tender- Annexure F

		<p>minimal evidence submitted. Examples lack relevance to Denel's environment. May not show adequate organisational capacity.</p> <p><b>0</b>= No evidence of relevant experience provided.</p>
<p><b>Team Capacity and Expertise</b></p> <p>This criterion assesses the strength, depth, and composition of the proposed legal team. Bidders must provide a detailed team structure along with CVs/resumes of key personnel who will be assigned to Denel matters. The evaluation will consider qualifications, years of experience, areas of specialisation, and the ability of the team to service Denel's legal needs across regions and disciplines.</p> <p>The submission must demonstrate that the proposed team has the capability, availability, and senior-level oversight required to manage complex, high-risk legal matters for a state-owned entity.</p>	<p><b>20</b></p>	<p><b>20</b> = Team includes a well-balanced structure from junior to senior levels. CVs show LLB/LLM qualifications, proper admission to practice (attorneys, advocates, senior counsel), and over 10 years' post-admission experience in key legal areas (litigation, commercial, regulatory, etc.). Strong evidence of specialisation and national/regional coverage.</p> <p><b>15</b> = Strong team with admitted professionals across disciplines. Includes senior practitioners (&gt;7 years post-admission experience) and some specialist legal expertise. CVs are clear and aligned to Denel's scope.</p> <p><b>10</b> = Adequate team with qualified attorneys/advocates, mostly</p>



Specification for procurement Tender- Annexure F

		<p>generalists. Includes a mix of junior and mid-level experience with some relevant legal exposure. CVs show valid qualifications and admission but limited specialisation or seniority.</p> <p><b>5</b> =Team has basic legal qualifications (LLB), some post-admission experience, but lacks depth in specialisation or senior leadership. Structure is unclear or uneven. CVs may be missing key details.</p> <p><b>2</b>= Team lacks senior capacity, with few qualified professionals. Little evidence of relevant experience or sector knowledge. CVs incomplete, generic, or inconsistent.</p> <p><b>0</b> =No CVs submitted, or CVs provided show irrelevant qualifications, no legal admission, or unrelated experience.</p>
<p><b>Clients References</b></p> <p>Bidders must provide relevant and recent references (within the last five years) from both legally registered organisations or</p>	<p><b>20</b></p>	<p><b>20</b>= Five, well-documented references from organisations or Institutions; highly relevant, verifiable, and demonstrate</p>



Specification for procurement Tender- Annexure F

<p>Institutions who can attest to the quality and scope of legal services rendered.</p> <p>Each reference must include contact details, nature of work performed, duration, and confirmation of performance. References must be verifiable.</p>		<p>superior performance across multiple engagements.</p> <p><b>15=</b> Four, well-documented references from organisations or Institutions; highly relevant, verifiable, and demonstrate superior performance across multiple engagements.</p> <p><b>10=</b> Three, well-documented references from both organisations and individuals; highly relevant, verifiable, and demonstrate superior performance across multiple engagements</p> <p><b>5=</b> Two, well-documented references from either organisations or Institutions; relevant, verifiable, but with less depth or variety in engagements.</p> <p><b>2=</b>One, well-documented reference from either an organisation or Institutions; relevant and verifiable but limited in scope or detail.</p> <p><b>0=</b> No references provided, or references are irrelevant,</p>
---	--	---



Specification for procurement Tender- Annexure F

		unverifiable, or fail to demonstrate the required level of service.
--	--	---



Specification for procurement Tender- Annexure F

**Methodology and Approach**

This section evaluates the bidder's ability to deliver legal services through a well-structured, context-sensitive, and strategically aligned methodology. Each criterion reflects a critical dimension of Denel's legal service needs and will be scored out of 5.

30

<p><b>Understanding of Denel's Operating Environment</b></p>	<p><b>5</b></p>	<p><b>0</b> = No understanding demonstrated.  <b>1</b> = Minimal or vague understanding.  <b>2</b> = Basic understanding, limited relevance to Denel as SOE.  <b>3</b> = Clear understanding of Denel's mandate, governance, and risk environment.  <b>4</b> = Good insight into Denel's regulatory context and strategic objectives.  <b>5</b> = Excellent, deep understanding of Denel's SOE context and how it shapes legal needs.</p>
--	-----------------	---



Specification for procurement Tender- Annexure F

<b>Legal Service Delivery Plan</b>	<b>5</b>	<b>0</b> = No delivery plan provided. <b>1</b> = Very limited or generic plan. <b>2</b> = Basic description of service delivery and matter management. <b>3</b> = Adequate plan addressing key workflows and accountability. <b>4</b> = Detailed, practical, and measurable delivery plan. <b>5</b> = Comprehensive, efficient, and client-focused plan with clear quality controls.
<b>Ethical Risk Management and Strategic Organisational Alignment</b>	<b>5</b>	<b>0</b> = No mention of ethics, risk, or strategic alignment. <b>1</b> = Minimal awareness of risk and strategic needs. <b>2</b> = Some awareness but limited integration of ethics and strategic goals. <b>3</b> = Clear description of risk management and strategic support. <b>4</b> = Strong integration of ethics, governance, and alignment with Denel's transformation goals. <b>5</b> = Robust, proactive approach fully integrating governance, risk, ethics, and strategic value creation.



Specification for procurement Tender- Annexure F

<p><b>Client Responsiveness and Collaboration</b></p>	<p><b>5</b></p>	<p><b>0</b> = No client engagement strategy.  <b>1</b> = Minimal or generic communication approach.  <b>2</b> = Basic client collaboration plan with some responsiveness measures.  <b>3</b> = Clear protocols for engagement and escalation.  <b>4</b> = Well-developed communication, turnaround, and improvement processes.  <b>5</b> = Comprehensive client engagement framework ensuring responsiveness, transparency, and continuous feedback.</p>
<p><b>Team Structure and Oversight</b></p>	<p><b>5</b></p>	<p><b>0</b> = No team structure or oversight plan.  <b>1</b> = Vague or incomplete description of team and supervision.  <b>2</b> = Basic outline of team roles and oversight.  <b>3</b> = Adequate plan for work allocation and quality assurance.  <b>4</b> = Clear, detailed team model with accountability and expertise mapping.  <b>5</b> = Well-structured, transparent team with strong quality controls and institutional knowledge safeguards.</p>



Specification for procurement Tender- Annexure F

<p><b>Value-Added Skills</b></p>	<p><b>5</b></p>	<p><b>0</b> = No value-added services proposed.</p> <p><b>1</b> = Minimal or irrelevant additional services.</p> <p><b>2</b> = Some value-added services but limited scope or impact.</p> <p><b>3</b> = Good range of value-adds with practical benefits.</p> <p><b>4</b> = Comprehensive value-added services aligned with capacity building and efficiency.</p> <p><b>5</b> = Innovative, impactful value-adds demonstrating strong commitment to client development and partnership.</p>
----------------------------------	-----------------	---

NB\* Bidder need to score a minimum of **80 points** to qualify next stage of evaluation (Pricing)

**Minimum Score Threshold:** Bidders must achieve a minimum overall score of 80% to proceed to the final evaluation stage, which includes the pricing assessment.

**1.1 Price and Specified Goals Evaluation (80+20) = 100 points**

1.1.1 Only Bidders that have met the 80 points thresholds in Gate 3 will be evaluated in Gate 4 for Price and Specific goals. Price and Specific goals will be evaluated as follows:

1.1.2 In terms of regulation 4 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80 points)



## Specification for procurement Tender- Annexure F

### - Specified Goals (maximum 20 points)

The following formula must be used to calculate the points out of 80 for price in respect of an invitation for a tender with a Rand value equal to or below R50 million, inclusive of all applicable taxes:

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

The following formula will be used to calculate the points for price:

Where

- $P_s$  = Points scored for comparative price of bid under consideration  
 $P_t$  = Comparative price of bid under consideration  
 $P_{\min}$  = Comparative price of lowest acceptable bid

A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender.

The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.

(Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points)

### **Criteria for breaking deadlock in scoring**

If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.



## Specification for procurement Tender- Annexure F

If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

### 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, 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")



### Specification for procurement Tender- Annexure F

- 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;
- 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.



Specification for procurement Tender- Annexure F

## **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.

## **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.



## Specification for procurement Tender- Annexure F

### **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**

- 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.



## Specification for procurement Tender- Annexure F

- 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).

## 20 AVAILABILITY OF FUNDS

- 20.1 Should funds no longer be available to pay for the execution of the responsibilities of this bid DG496/20/03/2026 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.



## Specification for procurement Tender- Annexure F

21.3 Bidder(s) are requested to:

- a. Comment on draft Service Level Indicators and where necessary, make proposals to the indicators;
- b. Explain each comment and/or amendment; and
- c. Use an easily identifiable colour font or "track changes" for all changes and/or amendments to the Service Level Indicators for ease of reference.

21.4 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).
- 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/RFQ/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):

## **POPIA: SUPPLIER NOTICE AND CONSENT FORM**

- 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

## **POPIA: SUPPLIER NOTICE AND CONSENT FORM**

### **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

## **POPIA: SUPPLIER NOTICE AND CONSENT FORM**

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.