



Specification for procurement Tender- Annexure F

Annexure F

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



Specification for procurement Tender- Annexure F

1 BACKGROUND

BACKGROUND

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

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

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

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

Operating Divisions

Denel Dynamics

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

Denel Integrated Systems Solutions

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

Denel Landward

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

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

Denel Pretoria Metal Pressings (PMP)

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



Specification for procurement Tender- Annexure F

Denel Aerospace

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

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

Supporting the Group's operational divisions are:

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

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

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

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



Specification for procurement Tender- Annexure F



DENEL GROUP

1. SCOPE OF WORK

1.1 SCOPE OF SERVICES

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

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

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

1.2 MINIMUM EXPECTATIONS

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

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

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

1.3 PERFORMANCE CAPABILITIES OF THE SECURITY SYSTEM

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



Specification for procurement Tender- Annexure F

- Emergency Plan
- Investigation

2. EVALUATION AND SELECTION CRITERIA

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

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

2.1 Gate 0: Pre-qualification Criteria (SCM)

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



Specification for procurement Tender- Annexure F

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

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



Specification for procurement Tender- Annexure F

2.2 Gate 1: Technical Evaluation Criteria = 100 points

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

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

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

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



Specification for procurement Tender- Annexure F

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



Specification for procurement Tender- Annexure F

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

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

PHASE 3/ PART B- Site Visit Evaluation

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

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



Specification for procurement Tender- Annexure F

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

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

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

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

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

1. The successful bidder shall provide the following detailed information with regards to the National Key Point Act 102 Of 1980 as amended and Regulations A and B.
Training provider and trainer's NKP accreditation certificates, as well as an example of the basic NKP training block programme, basic NKP training syllabus and the block program for the follow-up NKP training course.
 - a. Examples of all courses / results for basic NKP training, NKP follow-up training and NKP firearm training.
 - b. NKP instructor's certificate issued by the NKP regulator.
 - c. NKP Instructor SASSETA accreditation as an assessor.
 - d. NKP training institution registration certificate.
 - e. SASSETA accreditation status for the following unit standards that forms part of the Qualification National Certificate: General Security Practices NQF Level 3, related skills programme in the private security scope and further education and training certificate: Specialist Security Practices, National Key Point and Firearm unit standards.
 - f. Registration as **NKP** Security training as a service provider.
2. The successful bidder shall provide the following information with regards to the Fire Arms Control Act 60 of 2000:
 - a. License to possess firearms for business purpose –side arms, shotgun and riffles.



Specification for procurement Tender- Annexure F

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

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

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

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

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

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

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

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



Specification for procurement Tender- Annexure F

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

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

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

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

3. PRICE AND SPECIFIC GOALS EVALUATION

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

The following preference point systems are applicable to all bids:

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

Points for this bid shall be awarded for:

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



Specification for procurement Tender- Annexure F

The maximum points for this bid are allocated as follows:

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

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

1) Joint Ventures, Consortiums and Trusts

- i) A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- ii) A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- iii) Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. Denel SOC Ltd will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.
- iv) The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

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

The Price and Specific goal points will be consolidated.

6 DUE DILIGENCE

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

7 SPECIAL CONDITIONS OF CONTRACT

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



Specification for procurement Tender- Annexure F

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

8 DENEL SOC LTD REQUIRES BIDDER(S) TO DECLARE

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

Confirm that the bidder(s) is to: –

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

9 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

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

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



Specification for procurement Tender- Annexure F

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

10 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

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

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



Specification for procurement Tender- Annexure F

11 PREPARATION COSTS

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

12 INDEMNITY

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

13 PRECEDENCE

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

14 LIMITATION OF LIABILITY

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

15 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

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

16 GOVERNING LAW



Specification for procurement Tender- Annexure F

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

17 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

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

18 CONFIDENTIALITY

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

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

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

19 DENEL SOC LTD PROPRIETARY INFORMATION

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



Specification for procurement Tender- Annexure F

20 AVAILABILITY OF FUNDS

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

21 SERVICE LEVEL AGREEMENT

21.1 Upon award Denel SOC Ltd and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by Denel SOC Ltd.

21.2 Denel SOC Ltd reserves the right to vary the proposed draft Service Level Indicators during the course of negotiations with a bidder by amending or adding thereto.

21.3 Bidder(s) are requested to:

21.4 Comment on d

21.5 raft Service Level Indicators and where necessary, make proposals to the indicators;

21.6 Explain each comment and/or amendment; and

21.7 Use an easily identifiable colour font or "track changes" for all changes and/or amendments to the Service Level Indicators for ease of reference.

21.8 Denel SOC Ltd reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to Denel SOC Ltd or pose a risk to the organisation

22 SPECIAL CONDITIONS OF THIS BID

22.1 Denel SOC Ltd reserves the right:

22.2 To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)

22.3 To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).



Specification for procurement Tender- Annexure F

- 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.