

# REQUEST FOR PROPOSALS



The purpose of this bid is for the appointment of service providers to assist Denel Dynamics with in-country shipment and import and export of goods and services for a period of sixty (60) months “on an as required basis”.

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

<b>RFP Reference Number</b>	RFP-10372-01023
<b>Denel Dynamics, a division of Denel SOC Ltd</b>	<b>Address:</b> Nelmapius Drive, Centurion, Pretoria <b>Websites:</b> <a href="http://www.deneldynamics.co.za">www.deneldynamics.co.za</a> / <a href="http://www.denel.co.za">www.denel.co.za</a>
<b>Description of RFP:</b>	Panel of service providers to assist Denel Dynamics with in-country shipment and import and export of goods and services for a period of sixty (60) months on an “as and when” required basis.
<b>Issue date of RFP:</b>	<b>Monday, 03 February 2026</b>
<b>Compulsory / Non-Compulsory briefing session:</b>	None.
<b>RFP closing date and time:</b>	<b>Thursday, 12 March 2026 at 11H00</b>
<b><i>Suppliers should ensure that information is delivered timeously and to the correct email address (reflected on the cover page of this RFP document). If the information is late, it will not be considered for evaluation.</i></b>	
<b>Submission of bid proposals:</b>	Bid proposal/s must be submitted in a sealed envelope, marked as confidential and for the attention of Supply Chain Management Office Bid No: Bid Description Bid proposals must be placed in the Tender Box located at: DENEL SOC LTD Nelmapius Drive, IRENE 0157 <b>Submit one (1) fully completed and signed original bid document.</b> <b>Submit one (1) copy in PDF on a USB.</b>
<b><i>Denel Dynamics may seek clarification from and enter into discussions with any or all of the Suppliers in relation to their RFP information provided. Denel Dynamics may use the information obtained when clarification is sought or discussions are held in interpreting the RFP information and evaluating the cost and risk of accepting the RFP information. Failure to supply clarification to the satisfaction of Denel Dynamics may render the RFP information liable to disqualification.</i></b>	
	<a href="mailto:procadmin@deneldynamics.co.za">procadmin@deneldynamics.co.za</a>

# REQUEST FOR PROPOSALS



RFP enquiry email address:

**ALL RFP RESPONSES MUST BE COMPLETED USING THE ENGLISH LANGUAGE**

**THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO ASSIST DENEL WITH IN-COUNTRY SHIPMENT AND IMPORT AND EXPORT OF GOODS AND SERVICES FOR A PERIOD OF SIXTY (60) MONTHS ON AN “AS AND WHEN” REQUIRED BASIS.**

NAME & ADDRESS OF COMPANY	DATE:
	REFERENCE:

Delivery Schedule	In-country transport: standard freight, except if indicated otherwise Imports and exports: without delay – goods not be stored in warehouse when all requirements for shipping have been met	
Mode of Transport	Air	Land
	Sea	
Transport limitation – International	Direct flight to and from destination only. No transfers allowed	
Preferred Currency of Quotation	South African Rand (ZAR)	
Value Added Tax on Price Quotation <sup>1</sup>	VAT and other applicable taxes to be indicated separately on the quotations	
Deadline for the Submission of Quotation	COB on day RFQ closes	
All documentations, including catalogs, instructions and operating manuals, shall be in this language	English	

Period of Validity of Quotes starting the Submission Date	30 Days In exceptional circumstances, Denel SOC Ltd may request the vendor to extend the validity of the quotation beyond what has been initially indicated in this RFQ. The proposal shall then confirm the extension in writing, without any modification whatsoever on the quotation.
Documents to be submitted	<b>Financial Referees / References</b> ( <i>attach bank conformation that the company's bank account is in a good standing</i> )  The bidders must demonstrate that they have had three to four years acceptable prior experience in providing custom clearing and forwarding services. This qualification will be satisfied by listing at least 3 clients to whom similar requirements have been provided, in the table below:  Failure to provide this information will result in your offer being non-responsive.

# REQUEST FOR PROPOSALS



	<table><tr><th>Name</th><th>Address &amp; telephone No.</th><th>Year</th></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr></table>	Name	Address & telephone No.	Year												
Name	Address & telephone No.	Year														
Payment Terms	100% upon completion of service															
Denel Soc Ltd will award to:	One or more Supplier, depending on the following factors: <i>[One or more suppliers who are fully qualified based on the evaluation criteria to provide the services may selected for effective service delivery due to the repeated nature of the service.</i>															
Type of Contract to be signed	Service Level Agreement															
Special conditions of Contract	Cancellation of PO/Contract if completion of service delivery is delayed by 1 month without communication of service delivery challenges															
Conditions for Release of Payment	Proof of delivery of goods at destination															
Annexes to this RFP	Annex 1: Specifications of the services required (Table 1A, B) Standard items to list on quotations (Table 2). List of supplier capabilities (Table 3) Annex 2: General Terms and Conditions / Special Conditions Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.															
Contact person for enquiries (Written enquiries only) <sup>2</sup>	Simon Mabokela <a href="mailto:Patrick.Tsotetsi@denel.co.za">Patrick.Tsotetsi@denel.co.za</a>															

## PURPOSE

- 1.1 The purpose of this bid is to appoint suitably qualified and experienced service providers for the provision of shipment services to DENEL SOC Ltd for a period of thirty-six (36) months “on an as and when required basis”.

## 2. SCOPE OF THE SERVICE REQUIRED

- 2.1 DENEL Dynamics invites proposals from suitable and reputable suppliers for the provision of courier services, both national and international.
- 2.2 It is therefore required that your organisation provide us with the details related to the provision of efficient shipment services. These must include the following:
- a. Required packaging for items to be shipped.
  - b. Overnight and same day service.
  - c. International services
  - d. Express service for both domestic and international services.
  - e. Weekend (Saturday/Sunday) service
  - f. Public holiday service
  - g. After hours service
  - h. Required insurance cover for items being shipped.
  - i. Delivery to all major centers and occasionally to the remote areas.
  - j. Air and freight services.
  - k. Reliable tracking systems to track and trace the parcels when required.
  - l. Direct contact person be available to assist with DENEL Account.
  - m. Provide prepackaging material when requested.
- 2.3 **In addition to the above, the bidders must provide information as specified below:**
- 2.3.1 Any additional surcharges must be clearly stipulated, such as costs levied for special deliveries.
- 2.3.2 Information must be provided in terms of response time for collection of articles after a call had been logged.
- 2.3.3 The proponent is also required to furnish details relating to an efficient tracking system in order to allow DENEL to establish particulars associated with the delivery or non- delivery of documents and parcels.
- 2.3.4 It is required that the courier company will provide related stationery and packaging such as preprinted waybills, stickers, A3 and A4 pouches, etc.

# REQUEST FOR PROPOSALS

---



- 2.3.5 Company must have a cost effective and competitive insurance facility to provide cover for insured documents and parcels and furnish details in this regard.

## 3. REQUIREMENTS TO BE INCLUDED IN THE PROPOSALS

To guarantee an objective and fair evaluation process, all proposals submitted must be in the following format, as well as per the stipulations of paragraphs 3.1 to 3.3.

### 3.1 COMPANY ORGANISATION

- 3.1.1 Description of your organization, its primary business activity, clients and experience (Company/organization profile).

### 3.3 REFERENCES

- 3.3.1 It is important that three contactable references be provided, in particular of agreements with other organizations/companies to render the service in question.

- 3.3.2 Pricing should be separately itemized in terms of the categories referred to in Paragraph 3, please quote on the below only.

- a. Packaging as required for items to be couriered.
- b. Overnight and same day service for domestic couriers
- c. International service
- d. Express service for both domestic and international couriers
- e. Weekend (Saturday/Sunday) service
- f. Public holiday service
- g. After hours service
- h. Required insurance cover for items being couriered.
- i. Delivery to all major centers and occasionally to remote areas.
- j. Air and freight services

- 3.3.2 Failure to provide all or any part of the requested information in the required format may result in a proposal being excluded from the evaluation process.

## 4. BID EVALUATION STAGES

- 4.1 The bid proposals will be evaluated on the following four (4) stages;

Stage 1: Administrative Requirements

Stage 2: Mandatory requirements

Stage 3: Technical compliant/not compliant requirement.

Stage 4: Price and Specific Goals

## 5. ADMINISTRATIVE BID REQUIREMENTS

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

- 5.1.1. SARS Tax Pin

- 5.1.2. Completed and signed SCM compliance documents

# REQUEST FOR PROPOSALS



5.1.3 A certified copy of the B-BBEE certificate (or an original affidavit signed by a Commissioner of Oaths regarding the B-BBEE status)

5.1.4 Certified ID Copies of all directors

## 6. IMPORTANT NOTICES:

6.1. Service offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of Denel SOC Ltd requirements.

6.2 . The quotations that comply with all of the specifications and requirements as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

6.3 Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by Denel SOC Ltd. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on Denel SOC Ltd 's re-computation and correction of errors, its quotation will be rejected.

6.4. At any time during the validity of the quotation, no price variation due to escalation, inflation fluctuation in exchange rates, or any other market factors shall be accepted by Denel after it has received the quotation.

6.5 Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of Denel.

6.6 Denel SOC Ltd is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

6.7 Denel SOC Ltd encourages every prospective vendor to avoid and prevent conflicts of interest, by disclosing if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.

## 6.8 TABLE 1: SPECIFICATION OF SERVICES REQUIRED – IN-COUNTRY

Item No.	Description	Compliant	Non-Compliant
1	Supply of quotation as per required lay-out		
2	Collection of shipment at source in a suitable vehicle (e.g. dangerous goods if applicable)		
3	Arrangement of courier service if not in-house service		

# REQUEST FOR PROPOSALS



4	Arrangement of security escort services if required for shipment		
5	Completion of all relevant documentation for the service delivery		
6	Provision of special handling equipment for transport of goods, e.g. crane/other rigging equipment for large loads		
7	Provision of proof of delivery of goods		

6.9 TABLE 2: SPECIFICATION OF SERVICES REQUIRED – IMPORTS AND EXPORTS

Item No.	Description	Compliant	Non-compliant
1	Supply of quotation as per required lay-out		
2	Completion/compilation of all related import or export documentation (see lists below)		
3	Managing of customs and border formalities		
4	Clearance of shipments		
5	Delivery of shipment from port of entry to Denel premises (imports)		
6	Delivery at destination airport or harbour (exports)		
7	Air or sea shipment bookings		
8	SARS formalities, e.g. provisional payments (pp) and pp cancellations		

List of relevant documents for imports/exports:

- AWB/Bill of Lading
- ATA Carnet
- NOC
- Commercial invoice
- Permits
- Packing list
- Insurance certificate

# REQUEST FOR PROPOSALS



6.10 TABLE 3: STANDARD ITEMS TO LIST ON QUOTATION

Item No.	Description/Specification of Goods	Delivery Date	Unit Price
1	Agent fee per Bill of Lading/AWB		
2	Handling charges		
3	Origin charges		
4	Collection and delivery per consignment/kg/ton		
5	Fuel Surcharge		
6	EDI		
7	Miscellaneous / Airline charges		
8	Customs VAT and Duties		
9	Documentation		
10	Agency fee		
11	Communication		
12	Storage costs		
13	Insurance cost for transportation		
14.	Cost of crane services (to be used where applicable)		
15.	Provision of warehouse in (cost per square meter) to be used as required.		

6.11 TABLE 4: SUBMISSION OF MANDATORY REQUIREMENTS

Item No.	Description	Compliant	Non-compliant
	Registered with DCAC		
	Valid registration certificate		
	Ability to ship dangerous goods		
	Experience in shipment of military equipment		
	Comply with regulatory requirements and SARS		
	Supplier must include all costs including tax and duties associated with the shipment in the quotation. Provisional Payments to be included and calculated on the standard formula Standard VAT 15% on local charges in the quote		
	Explosives certificate level 1.0		
	SAPS approved vehicle for transport of explosives/dangerous goods		



# REQUEST FOR PROPOSALS



---

The bidder meets the requirements	Yes	No
-----------------------------------	-----	----

Failure to meet the above mandatory requirements will disqualify your bid proposal for further evaluation on price and specific goals.

Criteria	Points
Price	80
Specific Goals	20
Total	100

## CONTACTABLE ENQUIRIES

The following persons should be contacted;

- For any general bidding enquiries contact Patrick Tsotetsi, email [Patrick.Tsotetsi@denel.co.za](mailto:Patrick.Tsotetsi@denel.co.za)

# REQUEST FOR PROPOSALS



## ANNEXURE A: SUPPLIER DETAILS

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

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

# REQUEST FOR PROPOSALS



## ANNEXURE B: SUPPLIER REFERENCES

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

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

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

# REQUEST FOR PROPOSALS



## ANNEXURE C: COMPULSARY AND SUPPLIER SUPPORTING DOCUMENTS

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

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

# REQUEST FOR PROPOSALS



## ANNEXURE D: SUPPLIER DECLARATION

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

☐ Yes ☐ No

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

---

---

---

---

---

---

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

☐ Yes ☐ No

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

I, THE UNDERSIGNED (FULL NAME) \_\_\_\_\_

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

\_\_\_\_\_  
Managing Director or duly authorized representative

\_\_\_\_\_  
Date

## ANNEXURE E: RFP IMPORTANT INFORMATION

### E1: STATUS OF REQUEST FOR INFORMATION

This RFP is an invitation for person(s) to submit information for the provision of the services as set out in this RFP. Accordingly, this RFP must not be construed, interpreted, or relied upon, whether expressly or implicitly, as an offer capable of acceptance by any person(s), or as creating any form of contractual, promissory, or other rights. No binding contract or other understanding for the supply of products/services will exist between Denel Dynamics and any Supplier unless and until Denel Dynamics has executed a formal written contract with the successful Supplier.

### E2: ACCURACY OF THE RFP

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

### E3: ADDITIONS AND AMENDMENTS TO THE RFP

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

### E4: CONFIDENTIALITY

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

### E5: UNAUTHORISED COMMUNICATIONS

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

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

## **E6: IMPROPER ASSISTANCE, FRAUD AND CORRUPTION**

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

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

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

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

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

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

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

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

## **E8: CONFLICT OF INTEREST**

A Supplier must ensure that its officers, employees, agents and advisors do not place themselves in a position that may give rise to actual, potential or perceived conflict of interest between the interests of Denel Dynamics and the Supplier's interests during the RFP Process.

The Supplier is required to provide details of any interests, relationships or clients which may or do give rise to a conflict of interest in relation to the supply of the products/services under any contract that may result from this RFP.

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

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

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

## **E9: LATE SUBMISSION OF INFORMATION**

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

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

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

## **E10: SUPPLIER'S RESPONSIBILITIES**

Suppliers are responsible for:

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

## **E11: ILLEGIBLE CONTENT, ALTERATION AND ERASURES**

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

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

## **E12: OBLIGATION TO NOTIFY ERRORS**

If, after a Supplier's Response has been submitted, the Supplier becomes aware of an error in its Response (including an error in pricing, but excluding clerical errors which would have no bearing on the evaluation of the RFP), the Supplier must promptly notify Denel of such error before closing date and time of the RFP.

## **E13: RESPONSIBILITY FOR RFP COSTS**

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

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

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

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

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

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



## **E15: USE OF RFP INFORMATION**

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

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

## **E16: RFP INFORMATION ACCEPTANCE**

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

## **E17: CLARIFICATION OF RFP INFORMATION**

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

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

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

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

## **E18: DISCUSSION WITH SUPPLIERS**

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