Annexure A

REQUEST FOR PROPOSAL FOR INSURANCE BROKER SERVICES FOR DENEL FOR A PERIOD OF 03 (THREE) YEARS.

BID NUMBER: (REF: DG509/04/08/2026)

TIMELINES OF THE BID PROCESS

BRIEFING SESSION	
DATE:	**27th of November 2026**
TIME:	**09:00 – 11:00**
VENUE:	**Denel Dynamics Auditorium**
COMPULSORY:	**Irene Campus, Nellmapius Drive**
BID SUBMISSION	
DATE: ISSUED	**09th of November 2026**
CLOSING DATE:	**08th of December 2026**
CLOSING TIME:	**11:00**
VALIDITY PERIOD:	**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:

Activity	Due Date
Advertisement of bid on Government e-tender portal	**09th of November 2026**
Bid closing date	**08th of December 2026 at 11:00**
Notice to bidder(s)	**Denel SOC Ltd will endeavour to inform bidders of the progress until conclusion of the tender.**

1. CONTACT AND COMMUNICATION

1.1 A nominated official of the bidder(s) can make enquiries in writing, to the tender committee via email address TenderResponse@denel.co.za. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.

1.2 The delegated office of Denel SOC Ltd may communicate with Bidder(s) where clarity is sought in the bid proposal.

1.3 Any communication to an official or a person acting in an advisory capacity for Denel SOC Ltd in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.

1.4 All communication between the Bidder(s) and Denel SOC Ltd must be done in writing.

1.5 Whilst all due care has been taken in connection with the preparation of this bid, Denel SOC Ltd makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. Denel SOC Ltd, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.

1.6 If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by Denel SOC Ltd (other than minor clerical matters), the Bidder(s) must promptly notify Denel SOC Ltd in writing of such discrepancy, ambiguity, error or inconsistency in order to afford Denel SOC Ltd an opportunity to consider what corrective action is necessary (if any).

1.7 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by Denel SOC Ltd will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

1.8 All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

2. SUBMISSION OF PROPOSALS

2.1 Bid documents shall only be placed in the tender box OR couriered to the aforesaid address (Denel SOC Ltd, Nellmapius Drive, Irene) on or before the closing date and time.

2.2 The bidder(s) are required to submit one (1) original file and one (1) Memory Stick with content of each file by the **08th of December 2026 at 11:00**. Each file and Memory Stick must be marked correctly and sealed separately for ease of reference during the evaluation process.

2.3 Bidders are requested to initial each page of the tender document on the top right-hand corner.



3. LATE BIDS

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

CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS

Please adhere to the following instructions:

Tick in the relevant block below

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

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

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

YES	NO	
☐	☐	**One (1) original file and one (1) electronic copy on a USB for Qualifying and Functionality Evaluations**
☐	☐	**Annexure A: Invitation to Tender (with a signature of an authorised representative of the Tenderer)**
☐	☐	**Annexure B: General Conditions of Contract**
☐	☐	**Annexure C: Declaration of Interest/Bidder's Disclosure**
☐	☐	**Annexure D: SBD 6.1 Preference point System**
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PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF DENEL

1 SUPPLIER INFORMATION

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

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



ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION
1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.
1.2. **All bids must be submitted on the official forms provided – (not to be re-typed) or in the manner prescribed in the bid document.**
1.3. This bid is subject to the Preferential Procurement Policy Framework Act, 2000, and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract (SCC).
1.4. **The successful bidder will be required to fill in and sign a written contract form (SBD7).**
1.5. Bidders are advised to initial all pages of their bid.
1.6. **Submission of RFQ responses** Responses to this RFQ must be submitted before the closing date and time indicated on the cover page of the RFQ.
1.7. Denel is not bound to accept any of the offers submitted and reserves the right to:
1.7.1 Reject bids that are not according to Specifications / Terms of Reference;
1.7.2 Reject bids with incomplete standard bidding documents (SBD's);
1.7.3 Request further information from any bidder after the closing date of the bid for clarity purposes;
1.7.4 Conduct site inspection/s to verify the infrastructure of bidders before final selection and award;
1.7.5 Not to award the bid if the bid price is not market related;
1.7.6 Not to award the bid to a bidder whose tax matters have not been declared by the SARS to be in order;
1.7.7 Reject a bid if the bidder has committed a proven corrupt or fraudulent act in competing for any contract;
1.7.8 Award the bid in totality to one or partially to more than one bidder.
1.7.9 Conduct reference / background checks on bidders and / or individuals to, among other things, verify information provided by a bidder, confirm a firm's existence and track record, identify its owners and affiliations or verify an individual's educational and professional credentials.
1.8. The Denel may, prior to award of the bid, cancel the bid if:
1.8.1. Due to changed circumstances, there is no longer a need for the goods or services requested;

1.8.2. Funds are no longer available to cover the total envisaged expenditure;

1.8.3. No acceptable tenders are received;

1.8.4. Due to material irregularities in the tender process.

1.9. Any effort or attempt by a bidder to influence the award decision in any matter may result in the rejection of the bid.

1.10. Costs incurred by the bidder in respect of attending any briefing / information / site visit / presentation will be borne by the bidder and Denel will not be liable to reimburse such costs incurred by the bidder or his/her representative/s.

1.11. Cost incurred by the bidder in preparing and submission of any bid proposal will be borne by the bidder and Denel will not be liable to reimburse such costs incurred by the bidder of 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

1.20. Unless stated otherwise in this Tender or as mutually agreed upon by both parties prior to award of the Tender, all payments due to creditors for goods delivered / services rendered will be settled within thirty (30) days from receipt of an invoice.

2. TAX COMPLIANCE REQUIREMENTS

2.1 Bidders must ensure compliance with their tax obligations.

2.2 Bidders are required to submit their unique Personal Identification Number (PIN) issued by the South African Revenue Service (SARS) to enable the Denel to verify the taxpayer's (Bidder's) profile and tax status.

2.3 Application for a Tax Compliance Status (TCS) Pin may be made via e-filing through the SARS website www.sars.gov.za

2.4 Bidders may also submit a printed Tax Compliance Status (TCS) certificate together with the bid.

2.5 In bids where consortia / joint ventures / sub-contractors are involved **each** party must submit a separate TCS certificate / Pin / CSD number.

2.6 Where no TCS Pin is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.

2.7 No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members persons in the service of the state.

2.8 Foreign suppliers with neither South African tax obligations nor history of doing business in South Africa must complete the questionnaire on page 2 and 3 of Annexure A. In instances where a recommendation for award of a bid will be made to a foreign bidder, the Denel will submit the bidders completed Annexure A bid document to the South African Revenue Service. The South African Revenue Service will then issue a confirmation of tax obligations letter to the Denel confirming whether or not the foreign entity has tax obligations in South Africa.

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



PART C
DECLARATION BY BIDDER

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

Signature: ……

Date: ……

Annexure B

General Conditions of Contract

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

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

The General Conditions of Contract (GCC) revised and issued by National Treasury in July 2010 are available on the website of National Treasury.
http://ocpo.treasury.gov.za/Resource_Centre/Legislation/General%20Conditions%20of%20Contract-%20Inclusion%20of%20par%2034%20CIBD.pdf

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1. Any person (natural or juristic) may make an offer 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2. If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES [ ] NO [ ]**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	**Identity Number**	**Name of organ of state**

If the available rows are insufficient, please attach the referenced table as an annexure or add additional rows.

2.3 Does the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder have a relationship with any person who is employed by the institution procuring the required goods or services? **YES [ ] NO [ ]**

2.3.1 If YES, complete the details of the relationship with the person employed by the institution procuring the required goods or services in table below.

Name of person in bidder	**Name of person at institution**	**Nature of the relationship**

If the available rows are insufficient, please attach the referenced table as an annexure or add additional rows.

2.4 Does the bidder or any of its directors / trustees / shareholders / members / partners have any interest[1] in any other related enterprise / company / trust, whether or not that enterprise / company / trust is bidding[2] for this requirement?
YES [ ] NO [ ]

2.4.1 If YES, complete the details of the related enterprise / company / trust in the table below:

Registering authority	Name of related enterprise / company / trust	Registration number	Description of interest

If the available rows are insufficient, please attach the referenced table as an annexure or add additional rows.

3 GENERAL DECLARATION

I, ……....., the undersigned, in submitting the accompanying bid for this requirement, do hereby make the following statements, on behalf of the bidder, that I certify to be true and complete in every respect:

3.1 I have read and understand the contents of this disclosure.

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

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.

3.5 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

[1] Includes ‘‘beneficial interest’’ and ‘‘personal financial interest’’ as defined in the Companies Act 71 of 2008

[2] Includes open competitive bidding / limited bidding/ requests for quotations/ requests for proposals/ unsolicited bids

official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the institution procuring the required goods or services 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.

3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE INFORMATION PROVIDED IS CORRECT.

I ACCEPT THAT THE INSTITUTION PROCURING THE REQUIRED GOODS OR SERVICES MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME, THE BIDDER AND ANY OF ITS DIRECTORS / TRUSTEES / SHAREHOLDERS / MEMBERS / PARTNERS IF THIS DECLARATION IS FOUND TO BE FALSE.

…… ……

Signature Date

…… ……...

Designation 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

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1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

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

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

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

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:

80/20 **or** **90/10**

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

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.*)**

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

Annexure E

Pricing Schedule for Services

PRICING SCHEDULE SERVICES: ANNEXURE E

SBD3.3

NAME OF BIDDER: ……

1. PRICING SCHEDULE/S

1.1 Item 1:

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

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

1.1.2 Any other costs not included in the above price?

*YES	NO

* If YES, please specify

PRICING SCHEDULE SERVICES: ANNEXURE E

1.1.3 Cost break-down of ceiling price in 1.1.1

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

Description	Cost (VAT Incl.)

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

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

YES	*NO

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

PRICING SCHEDULE SERVICES: ANNEXURE E

Annexure F

Specifications / Terms of Reference for bids

(For procurement above R1m)

Specification for procurement Tender- Annexure F

1 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.

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.

Specification for procurement Tender- Annexure F

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

1. **SCOPE OF WORK**

Denel's insurance programme which covers aviation, non-aviation and the marine activities is summarised in the table below.

1.1. Insurance Classes

1	**ASSETS**
	Assets All Risks
	Machinery Breakdown
	Business Interruption (Gross Profit)
	Business Interruption Increased Cost Of Working (I.C.O.W)
	Business Interruption Additional Increased Cost Of Working (A.I.C.O.W)
	Theft
	Money
	Accidental Damage
	Commercial Crime
	Cyber Liability
	Motor (Own Damage Only)
	Marine (Imports / Exports/ Inland Transit)
	Travel
	Aviation PA
	Group Personal Accident
	Sasria
2	**LIABILITIES**
	Aviation Liability
	General / Premises
	Products Liability -Mitigation Expenses
	Products Inefficacy
	Products Recall Cost
	Incidental Medical Malpractice
	Incidental Professional Indemnity
	Pure Economic Loss
	Computer Network Liability
	Employer's Liability
	Employment Practices Liability
	Directors & Officers Liability
	Motor Third Party/ Carriage of Explosives/ Ordinances including Demonstration/ Tests / Trials & Exhibitions
	Wrongful Arrest/ Defamation
	Statutory Legal Defence Costs
	3rd party liabilities

1.2. Contingency Policy (Underlined by relevant class policies)

1	Policy Section in Force
1.1.	SECTION 1 – EXCESS BUYBOWN Personal Accident
1.2	Motor Own Damage
1.3	Assets All Risks
1.4	Liability. Comprehensive and Umbrella
2	SECTION 2 – DIFFERENCE IN CONDITIONS (Special Risks)
3	Total Annual Aggregate Limit of Indemnity

The successful Service Provider(s) will render to Denel short-term insurance brokering and Contingency Policy management services and support Group Risk Management activities.

1.3. Brokering Services

- Brokering (Short-term insurance) services on Denel's insurance portfolio requirements and ensure alignment with the Contingency Policy where applicable.
- Prepare an annual renewal strategy in consultation with Denel entities, Contingency Policy provider and the Denel Group Risk and compliance Manager.
- Draft and finalise terms and conditions, policy wordings, premium rates and premiums, placement structures, layers and quota shares, as well as percentage participation of insurers.
- Prepare and provide insurance summaries.
- Conduct road shows to explain the policies, claims procedures and other requirements to Management and staff.
- Prepare, quantify, submit, record, complete and finalise major and significant claims, and facilitate major post-loss reviews and root cause analyses and provide reports.
- Keep a running total of deductibles, aggregate deductibles, loss history, claims history, loss and claims ratios, as well as conduct constant claims analytics.

- Provide alternative risk financing / insurance structures including deductibles/ inner-deductibles, aggregate deductibles, and risk controls to optimise risk management.

- Provide information and guidance on insurance related matters including, but not limited to, complex technical insurance matters involving underwriting, contracting, claims and captive management.

- Attend to daily insurance requirements such *ad hoc* covers, extensions and revisions of cover, as well as updating of covers for extraordinary events such as tenders, acquisitions, disposals and new constructions.

- Market Denel's risks to underwriters/ reinsurers, locally and internationally, in accordance with established principles.
- Conduct underwriting surveys and any other mandatory risk assessment exercises required for underwriting purposes on identified sites/facilities and provide reports.

- Monitor and report on insurer solvency and pertinent compliance requirements.

- Attend, at Denel premises, monthly and/or quarterly meetings as required.

- Management and reporting of claims, and ensuring compliance with relevant, statutory and regulatory requirements.

1.4. Servicing of Contingency Policy

1.4.1. Perform Actuarial and Quantitative Analytics including, but not limited to:

- Actuarial loss forecasting including forecast assumptions to determine suggested insurance programme alternatives
- Claims analyses in connection with the loss forecast
- Other actuarial analyses as may be required to assist with the above

1.4.2. Policy programme structure and design

- If required, terms from various risk finance underwriters and assistance with the selection of the most appropriate underwriter
- Finalisation of terms with the underwriter
- If required, discuss reinsurance protection in accordance with requirements of the policy provider

1.4.3. Issue policy documentation, including:

- Review/provide of the risk finance insurance policy wording including but not limited to insurance regulations and potential tax and accounting implications based on insurance and insurance brokering principles.

- Obtain/provide insurance invoices
- Collection of premium and remittance to the underwriter
- Documents related to claims process

1.4.4. Monthly review and evaluation of claims activity:

- Review monthly paid and outstanding claims report prepared by the claims department to determine accuracy of claims to be submitted to the underwriter.
- Summarise and submit monthly paid and outstanding claims report to the underwriter.
- Review burning of aggregates.
- Support Denel with all claims related processes including 3rd party management.

1.5. PROPOSAL SPECIFICATION

Suitably qualified Service Providers are requested to submit proposals for the services outlined in the above section, and mark attachments as indicated below:

1.6. INSURANCE BROKERING AND RELATED SERVICING

- The Service Provider's service offering and structure showing branches
- Full physical addresses and locations of Company Head Office (South African Owned company),
- Track record in terms of how long has the company been active in the SA Market
- Number of employees to fulfil the requirements of this assignment
- The company's experience in handling Aviation, Marine, Liability, Employee Benefits brokering, accounts claims management and insurance risk surveys (Attach a marked list showing individual policies, activities and the date the company started with these activities).
- The company must have structures and collaborations to acess foreign and local markets to effectively service Denel requirements.
- Show Track record in terms of how long have the company's international branches been in operation.
- Show track record in managing/advising in the structuring and administration of the contingency policies-attach references.
- Organogram of the proposed service team, which must also specify the level of seniority and Title of the proposed Account Executive in the Company.
- The profile of the company's proposed service team should the company be successful, showing educational qualifications, experience in years in brokering covering Aviation, Marine, Liabilities, Assets All Risks and claims management (Please attach CV and mark the class and number of experience clearly).
- A list of the top 10 brokering services accounts held in the past 10 years. (Attach a clearly marked list with the names of the companies, the duration the accounts held, the type of services the company provided, and the client turnover and client industry with contactable references).
- Provide reference for three accounts for companies with turnover in excess of R2 billion the company has held (last five years).

- Declaration whether the company has been through or intends to go through any form of re-structuring in the past year or within the next 2 years- If yes, please attach a document providing information relating to the reasons, the impact or perceived impact on the operation of Service provider etc.
- **Bidders to note that they will be subject to state security screening.**

1.7. QUALIFICATION CRITERIA

Service Providers are required to meet the following minimum qualifications to be considered:

- Have at least 10 years' experience in the general short term insurance industry and must have placed covers in local and international markets.
- Have at least 5 years' experience in handling of an account(s) similar in size (at least R2 b) and nature to that of Denel in the defence industry.
- Employees to be assigned to the Denel account to be suitably qualified with no less than five years with proven experience in brokering at local and international markets for the various insurance classes mentioned in this RFP.
- 5-10 years' experience in managing contingency/alternative risk finacing products.
- Company must be South African owned with access to international markets.
- Have an established and experienced servicing team in order to meet the servicing requirements detailed above.
- Professional Indemnity Cover of at least R 50 million excluding deductibles
- Complying with the provisions of applicable legislations and including Financial Sector Control Authority (FSCA) licensing/registration requirements, as well as Financial Advisory and Intermediary Services Act .
- Be registered to relevant South African and International professional membership where required.

1.8. INTENDED CONTRACT DURATION

This contract is for the duration of three years reviewable annually.

1. EVALUATION AND SELECTION CRITERIA

Denel SOC Ltd has set minimum standards 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

Pre-qualification Criteria (Phase 1)	Mandatory requirement (Phase 2)	Technical Evaluation Criteria (Phase 3)	Price and Specified Goal (Phase 4)
Bidders must submit all documents as outlined in Table 1 below. bidders that comply with ALL these criteria will proceed to Phase 2.	Bidder(s) are required to meet all the requirements to proceed to phase 3 (Technical Evaluation Criteria and Site evaluation).	Bidder(s) are required to achieve a minimum of 80 points out of 100 points to proceed to phase 4 (Price and Specified Goal).	Bidder(s) will be evaluated according to price and BBBEE using the 90/10 points system.

1.1 Phase 1: Pre-qualification Criteria

Without limiting the generality of Denel SOC Ltd.'s other critical requirements for this Bid, bidder(s) must submit the documents listed in the table 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.

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	
A Valid B-BBEE Certificate or Sworn Affidavit	Required	Valid certificate or affidavit must be submitted	

Financial Statements	Required	3 years bank statements	

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

1.2 Phase 2: Mandatory documentation (Non-submission will lead to disqualification)

The following documents are mandatory and non-submission will result in disqualification.

Mandatory Document	Requirement	Submitted (Yes/No)
Declaration of Interest – SBD 4	Must be submitted	
SBD 6.1 – PPPFA	Must be submitted	
Pricing Schedule	Must be submitted	

Mandatory Requirements

NB*Failure to submit mandatory documents will result in disqualification

Requirement	Evidence required
1. Financial Sector Conduct Authority (FSCA) licensing/registration	Bidders to submit licensing/registration
2. Submit proof of qualifications/licenses issued under the Financial Advisory and Intermediary Services Act	Bidders to submit license
3. Financial & Other (Please provide a certified copy of at least 3 years audited statements)	Please attach and mark accordingly
4. Copy of the most recent Annual Report	Please attach and mark accordingly

NB: Failure to submit the above will result in disqualification.

Phase 3: Technical Evaluation Criteria = 100 points

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:

WEIGHTING	MEASURE	Weight	SCORING
Company's profile and market footprint	The successful bidder must provide proof of experience and expertise of at least 10 years providing short term insurance brokering services including alternative risk financing/contingency policies for companies trading in local and international markets. State whether the company's international experience has been done directly or through associates. Please provide name list of networks/collaborations in international markets. Show main types of risk financing e.g. personal lines, commercial & corporate accounts. Bidder must show understanding of the Aviation and Non-Aviation (Commercial and statutory policies) The bidder must have at least 5 years' experience in handling an	30	30 = Bidder with more than 10 years' experience (meets all the specified requirements) 20 = Bidder with five to eight years' experience (meets all specified requirement) 15= Bidder with one to four years' experience providing brokering services. 10= Bidder with less than one (1) year experience providing brokering services 0 = Bidder has no experience at all

	account of at least R 2 Billion (Revenue). The bidder must provide satisfactory track record backed by verifiable testimonials from current and/or previous clients over the last five years. Testimonials must specify the value of contracts executed by the bidder.		
	A minimum of three letters should relate to defence/manufacturing related industries. (Reference letter must be on referrer's letterhead, contact person & details and indicate services performed).	30	20= 3 or more contactable reference letters provided 10= 2-3 contactable reference letters provided 0= No letters provided
	Have an established and experienced team that meets the required service. The CV must show clear responsibilities and line of command. (Attach CVs and Academic Qualifications: **Team Leader**BCom Insurance/Risk Management (Minimum) FAIS NQF 6 Regulatory Exams (RE5) Experience: 10 – 15 years with 5 in a leadership position Team members (Minimum) FAIS NQF 6 in insurance management)	20	20 = ALL requirements are met 10= Less than 3 requirements are met 0= No Submission/Submission doesn't meet the specified requirements

	Experience: 5 – 10 years			
Proposed roll-out plan	The bidder must provide a detailed write-up (a plan with clear timelines and KPAs for renewal and rollout) of how it intends to execute the proposed task including the following elements: Policy Renewal strategy (10) Communication of insurance summaries: Conducting road shows (5) management of claims (5) Conducting underwriter surveys (5) Monitoring of insurance risks and reporting (5)	20	20= Plan submitted (meets all specified requirements) 10= A plan that does not meet all the requirements 0= No plan submitted	

Scoring shall be based solely on submitted evidence.

NB* Bidder need to score a minimum of 100 points to qualify next stage of evaluation Pricing).

NB Bidders who score less than 80 points for their technical evaluation shall not be considered for phase 4 evaluation stage.

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, 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).

The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
SPECIFC GOALS- BBEE	20
Total points for Price and Specific Goals	**100**

IMPORTANT:

Bidders are required to submit a formal quotation on the company's letterhead, in accordance with the pricing guide provided in Annexure H.

Annexure E must reflect the total combined cost of the equipment and security services for the full contract period of 36 months.

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 4 (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 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;

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.

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

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).

20 AVAILABILITY OF FUNDS

20.1 Should funds no longer be available to pay for the execution of the responsibilities of this bid DG509/04/08/2026 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.

21.3 Bidder(s) are requested to:

21.4 Comment on draft Service Level Indicators and where necessary, make proposals to the indicators;

21.5 Explain each comment and/or amendment; and

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

21.7 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:……..

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):

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

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

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 withapplicable 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.

REMUNERATION/FEES

Remuneration for this account is fee based and commissions arising from this account are rebated to Denel except for those that may be agreed as set out in Paragraph 11.4.

Brokering and contingency policy Services

Base remuneration for brokering and servicing VAT exclusive as follows:

	Service	Rand Amount
1	Brokering and services	
2	Fees for any other services required for the brokering services, which services may not be explicitly mentioned in the RFP **(Please specify)**	
3	Total Fee	

Commissions Received

Unless there are compelling reasons all commissions received shall be rebated to Denel in full.Please mark with a cross whether commissions are due and the anticipated percentage that may not be rebated to Denel.

	Policy type	Yes	No	Envisaged %
1	Assets			
2	Liabilities			
3	Aviation			
4	Employee benefits			

*Please provide motivation for any commission/s that may not be rebated to Denel

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Remuneration Summary

	Service	Rand Amount
1	Brokering and Servicing Fees	
2	Total Fee for Brokering and Contingency administration	

Important Note

Kindly complete and submit the attached form as part of your quotation submission.