REQUEST FOR TENDER

TENDER

IN ACCORDANCE WITH THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND PREFERENTIAL PROCUREMENT REGULATIONS 2022, THIS TENDER IS SUBJECT TO CRITERIA AS OUTLINED IN THE DOCUMENT BELOW.

TENDER NUMBER:	**TND-ID013197**
CLOSING DATE: **Submission of the tender**	**10 December 2026**
ISSUE	**1**
CLOSING TIME:	**11:00am**
COMPULSORY BRIEFING:	**N/A**
CLOSING DATE FOR ENQUIRIES:	**26 November 2026 @ 11:00am**
PERIOD FOR WHICH TENDERS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:	**90 days**
DESCRIPTION OF TENDER:	**Supply of Part Number 19660, Air Flow Regulator Kit, for Denel Aerospace for a period of five (5) years on an as-and-when-required basis**
TENDER DOCUMENTS DELIVERY ADDRESS:	**Electronic submission to: (Foreign Suppliers only)** **aerotenders@denel.co.za :** **Hard copy submissions to: (For Local Suppliers)** **DENEL AEROSPACE** **6-8 Atlas Road** **Bonaero Park** **KEMPTON PARK** **1620** **Alpha Gate Reception**
TENDER ENQUIRY EMAIL ADDRESS:	**aerotenders@denel.co.za ;**

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PART A: INVITATION TO TENDER

PURPOSE OF THIS RFT TND-ID013197

Objective

Denel Aerospace invites tenders for the **supply of Part Number 19660, Air Flow Regulator Kit, for a period of five (5) years on an as-and-when-required basis.**

General Requirement

- Tenderers should ensure that Tenders are delivered timeously and to the correct address (reflected on the cover page of this document). If the Tender is late, it will not be considered for evaluation.
- All Tenders must be submitted on this document – (NOT TO BE RE-TYPED)
- No Local Tenders received by facsimile, email or any other similar medium will be considered.
- This Tender is subject to the **General Conditions of Contract (GCC)** Annexure B and the special conditions of tender set out in Part C of this document.
- The Tenderer is to indicate **acceptance and/or deviation from the General GCC** and Conditions in this section.
- **Tenderer to sign all the pages of this tender including General Conditions of Contract and Special Conditions. This is to confirm that the tenderer has read the tender document and accepted.**

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR TENDER BEING DISQUALIFIED).

NAME OF TENDERER AND EACH ENTITY IN CONSORTIUM:	
POSTAL ADDRESS:	
STREET ADDRESS:	
CONTACT PERSON (FULL NAME):	
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
TENDERER REGISTRATION NUMBER OR REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM	
TENDERER VAT REGISTRATION NUMBER OR VAT REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM (Local Suppliers only)	
FULL NAME OF AUTHORISED REPRESENTATIVE:	
CAPACITY IN WHICH AUTHORISED REPRESENTATIVE SIGNS:	
SIGNATURE OF AUTHORISED REPRESENTATIVE:	
DATE OF SIGNATURE	

PART B: CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS

Please adhere to the following instructions:

1. Tick in the relevant block below
2. Ensure that the following documents are completed and signed where applicable:
3. Use the prescribed sequence in attaching the annexures that complete the Tender Document

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

YES	NO	
☐	☐	**Part A:** Invitation to Tender (with a signature of an authorised representative of the Tenderer)
☐	☐	**Part B:** Checklist of compulsory returnable schedules and documents
☐	☐	**Part C:** Specifications, Conditions of tender and Undertakings by Tenderer (with a signature of an authorised representative of the Tenderer)
☐	☐	**Annexure A:** Statement of Work and Schedule of Rates/Price Proposal
☐	☐	**Annexure B:** General Conditions of Contract (GCC)
☐	☐	☐**Annexure C: SBD 1 – Invitation to Bid (all Tenderers; foreign Tenderers must also complete the tax compliance questionnaire for foreign suppliers in SBD 1)**
☐	☐	**Annexure D: Proof of tax compliance status – CSD supplier number (MAAA) and SARS tax compliance status PIN (N/A to Foreign Bidders with no South African tax obligation). Note: SBD 2 / tax clearance certificates are no longer used.**
☐	☐	**Annexure E: SBD 4 – Bidder's Disclosure (current National Treasury version)**
☐	☐	**Annexure F: SBD 6.1 – Preference Points Claim Form in terms of the Preferential Procurement Regulations, 2022 (N/A to Foreign Bidders)**
☐	☐	**Annexure G: Proof of B-BBEE status level of contributor – valid verification certificate issued by a SANAS-accredited verification agency, or valid sworn affidavit for EMEs and QSEs (N/A to Foreign Bidders)**
☐	☐	**Annexure H:** Certified copies of your CIPC company registration documents listing all members with percentages, in case of a close corporation ***(N/A to Foreign Bidders)***
☐	☐	**Annexure I:** Certified copies of latest share certificates or securities register, in the case of a company (N/A to Foreign Bidders).
☐	☐	**Annexure J: (if applicable):** A breakdown of how fees and work will be spread between members of the Tendering consortium.
☐	☐	**Annexure K:** Supporting documents in response to Mandatory Criteria /Requirements.
☐	☐	**Annexure L:** Supporting documents - CSD Registration Summary Report ***(N/A to Foreign Bidders)***
☐	☐	**Annexure M: Contactable references for the supply of aircraft oxygen / regulator components (required for functional criterion 2, clause 30.2)**
☐	☐	**Annexure N: Transformation plan (optional – not scored and not a ground for disqualification)**
☐	☐	**Annexure O: Proof of authority to sign the tender (board resolution or letter of authority)**

1. DEFINITIONS

In this Request for Tender, unless a contrary intention is apparent:

1.1 **B-BBEE** means Broad-Based Black Economic Empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act, 2003 (ACT NO 53 OF 2003);

1.2 **B-BBEE ACT** means The Broad-Based Black Economic Empowerment Act, 2003 (ACT NO 53 OF 2003);

1.3 **B-BBEE STATUS LEVEL OF CONTRIBUTOR MEANS THE B-BBEE STATUS LEVEL OF A MEASURED ENTITY DETERMINED IN TERMS OF A CODE OF GOOD PRACTICE ON BLACK ECONOMIC EMPOWERMENT ISSUED UNDER SECTION 9(1) OF THE B-BBEE ACT, AND USED TO CLAIM POINTS FOR THE SPECIFIC GOAL SET OUT IN CLAUSE 30.3 OF THIS RFT;**

1.4 **BUSINESS DAY** means a day which is not a Saturday, Sunday or public holiday;

1.5 **TENDER** means a written offer in the prescribed or stipulated form lodged by a tenderer in response to an invitation in this request for tender(“RFT”), containing an offer to provide goods, works or services in accordance with the specification as provided in this RFT;

1.6 **TENDERER** means a person or legal entity, or an unincorporated group of persons or legal entities that submit a tender;

1.7 **COMPANIES ACT** means the Companies Act, 2008 (ACT NO 71 OF 2008);

1.8 **COMPULSORY DOCUMENTS** means the list of compulsory schedules and documents set out in PART B;

1.9 **CLOSING DATE AND TIME** means the date and time, by which tenders must be received;

1.10 **DENEL** means Denel SOC LTD, a State-Owned Company with registration number: 1992/001337/30) or any of its divisions and subsidiaries;

1.11 **EVALUATION CRITERIA** means the criteria set out under the clause 30 (evaluation process) of this Part C, which includes functional criteria (stage1) and price and preferential points (stage 2) assessment;

1.12 **FUNCTIONAL CRITERIA** means the criteria set out in clause 30.2 referring to the quality specification of the tender in accordance with the relevant standards. refer to part c of this document;

1.13 **INCLUDES OR INCLUDING** means includes or including without limitation;

1.14 **INTELLECTUAL PROPERTY RIGHTS** means all rights, title and interests in and to any creation of the mind that is capable of being protected by statute or through common law including, but not limited to, copyright, designs, know-how, patents and trademarks and any other ensuing intellectual property rights and interests of a similar nature whether registerable or not;

1.15 **NKP** means an area declared as a National Key Point Area in terms of The National Key Point Act, 1980 (ACT NO 102 OF 1980) as amended;

1.16 **PFMA** means the Public Finance Management ACT, 1999 (ACT NO 1 OF 1999), as amended;

1.17 **PPPFA** means The Preferential Procurement Policy Framework Act, 2000 (ACT NO 5 OF 2000) as amended;

1.18 **PPPFA REGULATIONS** means The Preferential Procurement Regulations 2022, Published In Terms Of The PPPFA;

1.19 **SPECIFIC GOALS MEANS SPECIFIC GOALS AS DEFINED IN THE PPPFA REGULATIONS, AND AS STIPULATED FOR THIS RFT IN CLAUSE 30.3 OF THIS PART C;**

1.20 **PRICE AND PREFERENTIAL POINTS ASSESSMENT** means the process described in clause 30.3 of this document in Part C, as prescribed by the PPPFA.

1.21 **RAND OR R** is a reference to the lawful currency of the Republic Of South Africa;

1.22 **REQUEST FOR TENDER** OR **RFT** means this document (comprising each of the parts identified under part a, Part B, Part C and Part D) including all annexures and any other documents so designated by DENEL;

1.23 **SARS** means The South African Revenue Service;

1.24 **GOODS MEANS THE GOODS REQUIRED BY DENEL, AS SPECIFIED IN PART D OF THIS RFT. WHERE THIS RFT REFERS TO "SERVICES" OR "PRODUCTS/SERVICES", IT SHALL BE READ AS A REFERENCE TO THE GOODS;**

1.25 **SLA** means Service Level Agreement that will be concluded between DENEL and successful tenderer, if/ where applicable;

1.26 **SOC** means State Owned Company, as defined by the Companies' Act;

1.27 **SPECIFICATION** means specification or description of DENEL'S requirements contained in this RFT;

1.28 **STATE** means The Republic of South Africa;

1.29 **TENDERING PROCESS** means the process commenced by the issuing of this request for tenders and concluding upon formal announcement by DENEL of the selection of a successful tenderer(s) or upon the earlier termination of the process;

1.30 **WEBSITE** means a website administered by DENEL under its name with web address WWW.DENEL.CO.ZA;

Note: The term SLA and Contract are used interchangeably in this document.

2. TENDER OFFICE

DENEL AEROSPACE

Kindly forward your queries to the email as identified on cover page of Tender.
No questions will be answered telephonically.

Kindly note that it is the sole responsibility of the Tenderer, to ensure they attend the briefing. The briefing will be used to clarify any issues in this tender document. (If applicable)

Additional information, responses to questions/queries/comments will be posted on the e-Tender portal updates from time to time. Denel will not be held liable/responsible in the event that Tenderers do not view this information.

3. SUBMISSION OF TENDERS

3.1 Hardcopies copies of tenders are to be submitted to the address as indicated on the cover page of this tender.

3.2 Information to be marked on package containing tender

The sealed package must be clearly marked with the tender number (TND-ID013197), the tender description, the closing date and time, and the name and return address of the Tenderer.

Foreign Tenderers submitting electronically: the tender number must be reflected in the emails “Subject” field.
N**ote:**Return address will be deemed the sender email address. Kindly ensure all submissions are duly authorised. If the Tenderers are submitting more than one (1) Tender regarding the functions explained in the cover page and Part D of this RFT, then these should be submitted as separate submissions and indicated on the cover page of the Tender Electronic submissions must be in PDF format. Electronic tenders will be held unopened until the closing date and time and will be recorded in the tender opening register together with hard copy tenders received in the tender box.

3.3 TENDERERS MUST INITIAL EACH PAGE OF THE TENDER DOCUMENT ON THE BOTTOM RIGHT-HAND CORNER AND SIGN WHERE INDICATED (SEE PART A).

4. RULES GOVERNING THIS RFT AND THE TENDERING PROCESS

4.1 Participation in the tender process is subject to compliance with the rules, terms and conditions contained in part c of this RFT.

4.2 All persons (irrespective of whether they are participants in this tender process) who obtained or received this RFT may only use it, and the information contained herein, in compliance with the rules, terms and conditions contained in this RFT.

4.3 All tenderers are deemed to accept the rules, terms and conditions contained in part c of this RFT.

4.4 The rules, terms and conditions contained in this RFT apply to:

4.4.1 The RFT and any other information given, received, or made available about this RFT, and any revisions or annexures;

4.4.2 The Tendering Process; and

4.4.3 Any communications (including any briefings, presentations, meetings, and negotiations) relating to the RFT or the Tendering Process.

5. STATUS OF REQUEST FOR TENDER

This RFT is an invitation for person(s) to submit a Tender(s) for the provision of the services as set out in the Specification contained in Part D of this RFT. Accordingly, this RFT 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 and any Tenderer unless and until Denel has executed a formal written contract with the successful Tenderer.

6. ACCURACY OF THE RFT

6.1 Whilst all due care has been taken in connection with the preparation of this RFT, DENEL makes no representations or warranties that the content in this RFT or any information communicated to or provided to tenderers during the tendering process is, or will be, accurate, current or complete. DENEL, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.

6.2 If a tenderer finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this RFT or any other information provided by DENEL (other than minor clerical matters), the tenderer must promptly notify DENEL in writing of such discrepancy, ambiguity, error or inconsistency in order to afford DENEL an opportunity to consider what corrective action is necessary (if any).

6.3 Any actual discrepancy, ambiguity, error or inconsistency in this RFT or any other information provided by DENEL will, if possible, be corrected and provided to all tenderers without attribution to the tenderer who provided the written notice

7. ADDITIONS AND AMENDMENTS TO THE RFT

7.1 DENEL reserves the right to change any information in, or to issue any addendum to this RFT before the closing date and time. DENEL and its officers, employees and advisors will not be liable in connection with either the exercise of, or failure to exercise this right.

7.2 If DENEL exercises its right to change information in terms of clause 7.1, it may seek amended tenders from all tenderers.

8. REPRESENTATIONS

No representations made by or on behalf of Denel in relation to this RFT will be binding on Denel unless that representation is expressly incorporated into the contract ultimately entered into between Denel and the successful Tenderer.

9. CONFIDENTIALITY

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

10. UNAUTHORISED COMMUNICATIONS

10.1 Communication (including promotional or advertising activities) with staff of DENEL or their DENEL assisting with the tendering process is not permitted during the tendering process. Nothing in this clause 11 is intended to prevent communications with staff of, or advisors to, DENEL to the extent that such communication is not related to this RFT or the tendering process.

10.2 Tenderers must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the tendering process in any way.

11. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

11.1 Tenderers may not seek or obtain the assistance of employees of DENEL in the preparation of their tender responses.

11.2 DENEL may in its absolute discretion, immediately disqualify a tenderer that it believes has sought or obtained such improper assistance.

11.3 Tenderers are to be familiar with the implications of contravening the prevention and combating of corrupt activities act, 2004 and any other relevant legislation.

11.4 Any improper communication, canvassing, or engagement with any DENEL people/person/representative will result in immediate disqualification from the RFT process

12. ANTI-COMPETITIVE CONDUCT

12.1 Tenderers and their respective officers, employees, agents, and advisors must not engage in any collusion, anti-competitive conduct or any other similar conduct with any other tenderer or any other person(s) in respect of this tendering process, including during the:

a. Preparation or lodgement of their tender;
b. evaluation and clarification of their tender; and
c. negotiations with Denel.

12.2 For the purposes of this clause 13, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange, and clarification of information whether or not such information is confidential to DENEL or any other tenderer or any other person or organisation.

12.3 In addition to any other remedies available to it under law or contract, DENEL may, in its absolute discretion, immediately disqualify a tenderer that it believes has engaged in any collusive, anti-competitive conduct or any other similar conduct during or before the tendering process.

13. COMPLAINTS ABOUT THE TENDERING PROCESS

13.1 Any complaint about the RFT or the tendering process must be submitted to the tender office via the tender response email address, by email only, immediately upon the cause of the complaint arising or becoming known to the tenderer.

13.2 The written complaint must set out:

13.2.1 The basis for the complaint, specifying the issues involved;

13.2.2 How the subject of the complaint affects the organisation or person making the complaint;

13.2.3 Any relevant background information; and

13.2.4 The outcome desired by the person or organisation making the complaint.

13.3 If the matter relates to the conduct of an employee of DENEL, the complaint should be addressed in writing marked for the attention of the chief executive officer of DENEL, and delivered to the physical address of DENEL, as notified.

14. CONFLICT OF INTEREST

14.1 A tenderer 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 and the tenderer's interests during the tender process.

14.2 The tenderer 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 RFT. If the tenderer submits its tender and a subsequent conflict of interest arises, or is likely to arise, which was not disclosed in the tender, the tenderer must notify DENEL immediately in writing of that conflict.

14.3 DENEL may immediately disqualify a tenderer from the tendering process if the tenderer fails to notify DENEL of the conflict of interest as required.

15. LATE TENDERS

15.1 Tenders must be delivered by the closing date and time. The closing date and time may be extended by DENEL in its absolute discretion by providing written notice to tenderers, if available or be amended on the tender portal.

15.2 Tenders delivered after the closing date and time or lodged at a location or in a manner that is contrary to that specified in this RFT will be disqualified from the tendering process and will be ineligible for consideration. **No late tenders will be accepted.**

15.3 The determination by DENEL as to the actual date and time that a tender is submitted is final.

16. TENDERER'S RESPONSIBILITIES

16.1 Tenderers are responsible for:

16.1.1 Examining this RFT and any documents referenced or attached to this RFT and any other information made or to be made available by Denel to Tenderers in connection with this RFT;

16.1.2 Fully informing themselves in relation to all matters arising from this RFT, including all matters regarding Denel's requirements for the provision of the Services;

16.1.3 Ensuring that their Tenders are accurate and complete;

16.1.4 Making their own enquiries and assessing all risks regarding this RFT, and fully considering and incorporating the impact of any known and unknown risks into their Tender;

16.1.5 Ensuring that they comply with all applicable laws with regards to the Tendering Process particularly as specified by National Treasury Regulations, Guidelines, Instruction Notes and Practice Notes and other relevant legislation as published from time to time in the Government Gazette; and

16.1.6 Submit all Compulsory Documents.

17. PREPARATION OF TENDERS

17.1 Tenderers must ensure that:

17.1.1 Their Tender is submitted in the required format as stipulated in this RFT; and

17.1.2 All the required information fields in the Tender are completed in full and contain the information requested by Denel.

17.2 DENEL may in its absolute discretion reject a tender that does not include the information requested or is not in the format required.

17.3 Unnecessarily elaborate responses or other representations beyond that which is sufficient to present a complete and effective tender is not desired or required. Elaborate and expensive visual and other presentation aids are not necessary.

17.4 Where the tenderer is unwilling to accept a specified condition, the non-acceptance must be clearly and expressly stated. Prominence must be given to the statement detailing the non-acceptance. It is not sufficient that the statement appears only as part of an attachment to the tender, or be included in the general statement of the tenderer's usual operating conditions.

17.5 An incomplete tender may be disqualified or assessed solely on the information completed or received with the tender.

18. ILLEGIBLE CONTENT, ALTERATION AND ERASURES

18.1 DENEL may disregard any content in a tender that is illegible and will be under no obligation whatsoever to seek clarification from the tenderer.

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

19. OBLIGATION TO NOTIFY ERRORS

If, after a Tenderer's Response has been submitted, the Tenderer 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 Tender), the Tenderer must promptly notify Denel of such error **before** closing date and time of the tender.

20. RESPONSIBILITY FOR TENDERING COSTS

20.1 The tenderers participation or involvement in any stage of the tendering process is at the tenderers sole risk, cost and expense. DENEL will not be held responsible for, or pay for, any expense or loss that may be incurred by tenderers in relation to the preparation or lodgement of their tender.

20.2 DENEL is not liable to the tenderer for any costs on the basis of any contractual, promissory or restitution grounds whatsoever as a consequence of any matter relating to the tenderer's participation in the tendering process, including without limitation, instances where:

20.2.1 the Tenderer is not engaged to perform under any contract; or

20.2.2 Denel exercises any right under this RFT or at law.

21. DISCLOSURE OF TENDER CONTENTS AND TENDER INFORMATION

21.1 All tenders received by DENEL will be treated as confidential. DENEL will not disclose contents of any tender and tender information, except:

21.1.1 as required by law;

21.1.2 for the purpose of investigations by other government authorities having relevant jurisdiction;

21.1.3 to external consultants and advisors of Denel engaged to assist with the Tendering Process; or for the general information of Tenderers required to be disclosed as per National Treasury Regulations, Guidelines, Instruction Notes or Practice Notes.

22. USE OF TENDERS

22.1 Upon submission in accordance with the requirements relating to the submission of tenders, all tenders submitted become the property of DENEL. Tenderers will retain all ownership rights in any intellectual property contained in the tenders.

22.2 Each tenderer, by submission of their tender, is deemed to have licensed DENEL to reproduce the whole, or any portion, of their tender for the sole purposes of enabling DENEL to evaluate the tender.

23. TENDER ACCEPTANCE

All Tenders received must remain open for acceptance for a minimum period as stipulated in the cover page of the Tender from the Closing Time. This period may be extended by written mutual agreement between Denel and the Tenderer.

24. CHANGES TO PRICE PROPOSALS

Changes by the Tenderers to submitted Tenders will not be considered after the closing date and time.

25. DENEL PROCUREMENT PHILOSOPHY

It is the policy of Denel, when purchasing products, services and works, to follow a course of optimum value and efficiency by adopting best purchasing practices in Supply Chain Management, ensuring where possible that open and fair competition has prevailed, with due regard to the importance of:

25.1 The PFMA and the PPPFA;

25.2 Preferential procurement regulations 2022;

25.3 Relevant legislation; and

25.4 Denel's preferential procurement objectives are given effect through the specific goals and preference points stipulated in clause 30.3 of this RFT, in accordance with the PPPFA, the PPPFA Regulations and Denel's approved preferential procurement policy.

Note: 1. Tenderers may voluntarily submit a transformation plan (Annexure N). The transformation plan will not be scored and will not be used to disqualify any tender. (N/A to bidders based overseas)

26. BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS (N/A TO BIDDERS BASED OVERSEAS)

26.1 As explained in more detail in the Preference Points Claim Form (SBD 6.1) and as prescribed in terms of the Preferential Procurement Policy Framework Act, 2000 (PPPFA), (Act No 5 of 2000) and its Regulations, Tenderers are to note that Denel will award preference points to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

26.2 To qualify for preferential procurement

26.2.1 Exempted Micro Enterprises (EMEs) and Qualifying Small Enterprises (QSEs), as defined in the applicable B-BBEE Codes of Good Practice (generic or sector code), may submit a valid sworn affidavit in the format prescribed under those Codes, or a valid B-BBEE verification certificate issued by a SANAS-accredited verification agency. (N/A to Foreign bidders)

26.2.2 All other Tenderers must submit an original, or a certified copy of, a valid B-BBEE verification certificate issued by a verification agency accredited by the South African National Accreditation System (SANAS), substantiating their B-BBEE status level of contributor. (N/A to Foreign bidders)

26.3 DENEL shall use the lowest acceptable tender to determine the applicable preference point system that is either 90/10- or 80/20-point system as per the PPPFA regulations.

26.4 Tenderers are required at all times to comply with the B-BBEE Act, the B-BBEE Codes of Good Practice and the notices issued from time to time by the Department of Trade, Industry and Competition.

Note: Failure to submit a completed and signed SBD 6.1 together with valid proof of B-BBEE status level (verification certificate or sworn affidavit) at the closing date and time will result in a score of zero (0) for specific goals. It will not, on its own, disqualify the tender.

27. B-BBEE JOINT VENTURES OR CONSORTIUMS

27.1 Tenderers who wish to respond to this RFT as a joint venture [JV] or consortium with other entities, must state their intention to do so in their RFT submission.

27.2 Such tenderers must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by DENEL through this RFT process.

27.3 This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to DENEL.

27.4 Tenderers are to note the requirements for B-BBEE compliance of JVs or consortiums as required in the B-BBEE preference point claim form and submit it together with proof of their B-BBEE status as stipulated in the claim form in order to obtain preference points for their B-BBEE status.

28. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Tenderers are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information.

A Tender may not be awarded to a Tenderer who has failed to register on the CSD.

Denel will not award a contract to a Tenderer that, or any of whose directors, members or shareholders, is listed on the National Treasury Database of Restricted Suppliers or the Register for Tender Defaulters.

Only foreign suppliers with no local registered entity need not register on the CSD.

The CSD can be accessed at https://secure.csd.gov.za/. Respondents are required to provide the following to Denel in order to enable it to verify information on the CSD: (a) the Tenderer's CSD supplier number (MAAA number); and (b) the unique registration reference number.

29. TAX COMPLIANCE

29.1 A tenderer must be compliant when submitting a proposal to DENEL and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the income tax act, 1962 (act no. 58 of 1962) and value added tax act, 1991 (act no. 89 of 1991).

29.2 It is a condition of this RFT that the tax matters of the successful tenderer are in order, or that satisfactory arrangements have been made with the South African revenue service (SARS) to meet the tenderer's tax obligations.

Note: *Overseas Bidders are to complete SBD 1 to verify tax obligation in RSA*

29.3 Denel will verify the tenderer's tax compliance status through the Central Supplier Database (or SARS eFiling using the tax compliance status PIN) before award. A tenderer found to be non-compliant will be notified and afforded the period prescribed by National Treasury to submit proof of compliance, failing which the tender will be rejected. (N/A to bidders based overseas)

29.4 It is a requirement that a tenderer grant a written confirmation when submitting a tender that SARS may on an on-going basis during the tenure of the contract disclose the tenderer's tax compliance status and by submitting this tender such confirmation is deemed to have been granted.

29.5 Where consortia / joint ventures / sub-contractors are involved, each party must be registered on the central supplier database and their tax compliance status will be verified through the central supplier database **[n/a to bidders based overseas]**

30. EVALUATION CRITERIA

The Tenders will be evaluated and adjudicated as follows:

30.1 MANDATORY EVALUATION CRITERIA

30.1.1 Only those Tenderers which satisfy all of the Mandatory Criteria will be eligible to participate further in the Tendering Process.

All documentation must be attached proving that Tenderer comply to the mandatory requirements.

Mandatory Requirements

30.1.2 Tenderers are required to complete the table below by indicating whether they comply with the requirement or not, by marking the appropriate column with an 'X'. Tenderers are required to submit as Annexure K to their Tenders supporting documentation to confirm their compliance with each requirement, where applicable.

Mandatory	Yes (x)	No (x)
Written undertaking to supply and delivery with OEM Certificate of Conformity.		

30.2 FIRST STAGE – FUNCTIONAL EVALUATION

30.2.1 Tenderers are evaluated based on the functional criteria set out in this RFT.

Only those Tenderers which score the minimum points specified in the functional evaluation table in clause 30.2.2, namely **70 *(Seventy*)** points or higher **(out of a possible 100)** during the functional evaluation will be evaluated during the second stage of the Tender.

30.2.2 The Functional Evaluation that will be used to assess the capability and capacity of the tenderers will be as follows:

Delivery lead time is measured in calendar weeks from the date of Denel's purchase order to delivery at the delivery address in Part D. Claims for criteria 2 and 3 must be supported by the documents listed, failing which zero will be scored for that criterion. [Criteria and weightings to be approved by the Bid Specification Committee before publication.

No	Functional Evaluation	Weighting % out of 100
1	**Delivery:** 1–5 weeks after receipt of order = 50 6–8 weeks = 40 9 and above weeks = 10	50

2	**Relevant supply experience:** Verifiable references for the supply of aircraft oxygen / regulator components: • 3 or more references= 40 • Two references = 30; • One reference = 10; • None = 0	40
3	**After sale service:** Capacity to respond within one week = 10 Capacity to respond above one week = 5 No Capacity to respond within one week = 0	10
	Total	100

30.3 SECOND STAGE – PRICE AND PREFERENTIAL POINTS ASSESSMENT

30.3.1 Subsequent to the evaluation of Mandatory Criteria and Functional criteria, the second stage of evaluation of the Tenders will be in respect of price and B-BBEE status only. Points will be allocated to Tenderers at this stage of the evaluation in accordance with the PPPFA Regulations 2022, as follows:

- Price: 80 points (80/20 system) or 90 points (90/10 system)
- Specific goal (B-BBEE status level of contributor): 20 points (80/20 system) or 10 points (90/10 system)

NB: In terms of regulations 4 and 5 of the PPPFA Regulations, the 80/20 preference point system applies to tenders with a Rand value equal to or below R50 million, and the 90/10 preference point system applies to tenders with a Rand value above R50 million, in both cases inclusive of all applicable taxes. The applicable system will be determined as set out in clause 26.3.

30.3.2 The successful Tenderer will typically be the Tenderer that scores the highest number of points in the second stage of the Tender evaluation. However, Denel may exercise its right to cancel the RFT or, in terms of section 2(1)(f) of the PPPFA, may award the tender to a Tenderer that did not score the highest points only where objective criteria, in addition to price and specific goals, justify the award to another Tenderer. The objective criteria for this RFT are: [to be stipulated and approved by the Bid Specification Committee before publication].

Note: Denel reserves the right to demand an Action Plan that addresses shortcomings in the successful Tenderer's transformation status. Denel also reserve the right to conduct Due Diligence on the preferred Bidder.

30.3.3 Price points

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

Ps = 80(1-(Pt-Pmin)/Pmin) or Ps=90(1-(Pt-Pmin)/Pmin)

Where:

Ps = Points scored for comparative price of tender or offer under consideration;

Pt = Comparative price of tender or offer under consideration; and

Pmin = Comparative price of lowest acceptable tender or offer.

30.3.4 Preferential procurement points

A maximum of 20 points (80/20 system) or 10 points (90/10 system) will be awarded for the specific goal of B-BBEE status level of contributor, in accordance with the table below and Denel's approved preferential procurement policy 03 dated 31 May 2024. Proof of claim: a completed and signed SBD 6.1 together with the proof of B-BBEE status level required in clause 26.2.

B-BBEE Status Level contributor	Number of points (90/10 System)	Number of Points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

A 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 Tender.

30.3.5 Total

The total points scored by each Tenderer will be calculated by adding the points scored for price (out of 80 or 90) to the points scored for specific goals (out of 20 or 10) respectively.

The successful Tenderer will be the Tenderer which has the highest total points (out of 100) for both price and preferential procurement (unless there is a basis for selecting a different successful Tenderer in accordance with section 2(1)(f) of the PPPFA and clause 30.3.2).

31. STATUS OF TENDER

31.1 Each tender constitutes an irrevocable offer by the tenderer to DENEL to provide the products/services required and otherwise to satisfy the requirements of the specification as set out in this RFT.

31.2 A tender must not be conditional on:

a. the Board approval of the Tender or any related governing body of the Tenderer being obtained;
b. the Tenderer conducting due diligence or any other form of enquiry or investigation on Denel;
c. the Tenderer (or any other party) obtaining any regulatory approval or consent;
d. the Tenderer obtaining the consent or approval of any third party; or
e. The Tenderer stating that it wishes to discuss or negotiate any commercial terms of the contract.

31.3 DENEL may, in its absolute discretion, disregard any tender that is, or is stated to be, subject to any one or more of the conditions detailed above (or any other relevant conditions).

31.4 DENEL reserves the right to accept a tender in part or in whole or to negotiate with a tenderer in accordance with the provisions of this RFT and the applicable laws and regulations.

32. CLARIFICATION OF TENDERS

32.1 DENEL may seek clarification from and enter into discussions with any or all of the tenderers in relation to their tender. DENEL may use the information obtained when clarification is sought or discussions are held in interpreting the tender and evaluating the cost and risk of accepting the tender. Failure to supply clarification to the satisfaction of DENEL may render the tender liable to disqualification.

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

33. DISCUSSION WITH TENDERERS

Denel is under no obligation to discuss the outcome of the tender process with any of the Tenderers

34. Successful tenders

34.1 Selection as a successful tenderer does not give rise to a contract (express or implied) between the successful tenderer and DENEL for the supply of products / services until such time that DENEL and the successful tenderer conclude the SLA.

34.2 The tenderer is bound by its proposal and all other documents forming part of its response, and DENEL will not entertain any material deviation from the original offer.

35. NO OBLIGATION TO ENTER INTO CONTRACT

Denel is under no obligation to appoint a successful Tenderer(s) (as the case may be), or to enter into a contract and/or SLA with a successful Tenderer or any other person, if it is unable to identify a Tender that complies in all relevant respects with the requirements of Denel, or if due to changed circumstances, there is no longer a need for the Services requested, or if funds are no longer available to cover the total envisaged expenditure. For the avoidance of any doubt, in these circumstances Denel will be free to proceed via any alternative process.

36. TENDERER WARRANTIES

36.1 By submitting a tender, a tenderer warrants that:

36.1.1 It did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of Denel, its officers, employees, or advisers other than any statement, warranty or representation expressly contained in the RFT;

36.1.2 it did not use the improper assistance of Denel's employees or information unlawfully obtained from them in compiling its Tender;

36.1.3 it is responsible for all costs and expenses related to the preparation and submission of its Tender, and any future process connected with or relating to the Tendering Process;

36.1.4 it accepts and will comply with the terms set out in this RFT; and

36.1.5 It will provide additional information in a timely manner as requested by Denel to clarify any matters contained in the Tender.

37. DENEL's RIGHTS

37.1 Notwithstanding anything else in this RFT, and without limiting its rights at law or otherwise, DENEL reserves the right, in its absolute discretion at any time, to:

37.1.1 Cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract and/or SLA;

37.1.2 Alter the structure and/or the timing of this RFT or the Tendering Process;

37.1.3 Amend any tender condition, tender validity period, RFT specifications or extend the tender closing date, all before the tender closing date:

37.1.4 Terminate the participation of any Tenderer or any other person in the Tendering Process;

37.1.5 Request additional relevant information, agreements and other documents to verify information provided in the tender response or request clarification from any Tenderer or any other person;

37.1.6 Provide additional information or clarification;

37.1.7 Negotiate a market-related price with the Tenderer(s) scoring the highest points, in accordance with Denel's SCM policy and applicable National Treasury prescripts;

37.1.8 Call for new Tenders;

37.1.9 Reject any Tender that does not comply with the requirements of this RFT.

37.1.10 Disregard the lowest priced tender or any tender in part or in whole

37.1.11 Categorise the tenders into different areas of expertise

37.1.12 Conduct site visits at the Tenderers Offices or at Client's Site or office if so required

37.1.13 Governing laws

37.2 This RFT and the tendering process are governed by the laws of the republic of South Africa.

37.3 All tenders must be completed using the English language and

37.4 Local Tenderers must price in South African Rand. Foreign Tenderers may price in USD, GBP or EUR as provided in the Currency clause of Part D.

38. PART D: STATEMENT OF WORK

Part Number	Description	Qty
19660	**Air Flow Regulator Kit, Part Number 19660**	13 (current financial year requirement)

38.1 **Price proposal**

Tenderers must price their offer on the Pricing Schedule in section 4 of Annexure A (Schedule of Rates/Price). The Pricing Schedule must be completed in full, signed by the authorised representative and stamped. A quotation on the Tenderer's letterhead may be attached in support; where it differs from the Pricing Schedule, the Pricing Schedule prevails.

38.2 Incoterms

Foreign Tenderers must state the Incoterm (Incoterms® 2020) on which the price is based DAP Denel Aerospace, Kempton Park. For evaluation, foreign prices will be compared on a landed-cost basis at Kempton Park, including freight, insurance, customs duties and clearing charges.

Technical and quality requirements [End User and Quality Assurance to confirm before publication]:

(a) Items must be new, genuine OEM parts, supplied through the OEM's accredited distribution channel, fully traceable to the OEM, and supplied with an OEM Certificate of Conformity and the airworthiness release documentation specified by Denel Aerospace Quality Assurance [specify, e.g. EASA Form 1 / FAA 8130-3 or equivalent].

(b) Delivery lead time: as tendered in the functional evaluation, applying to every purchase order. Delivery address: [insert Denel Aerospace receiving stores address].

(c) Shelf life, packaging, preservation and labelling requirements: [insert, if applicable].

(d) The Tenderer is responsible for obtaining any export licence required in the country of origin. Denel will provide end-user documentation where required.

Contract basis: The contract will run for five (5) years from the date of signature, for the supply of the Goods on an as-and-when-required basis. The quantity of 13 in the table above is the current operational requirement for this financial year only. Requirements for later years will be ordered as and when required, and Denel does not guarantee any minimum quantity or value over the contract period. Goods will be ordered by individual purchase orders issued under the contract, and only goods ordered by a purchase order will be paid for.

Pricing and price adjustment: Tenderers must quote a firm unit price per kit for the first twelve (12) months of the contract. Thereafter prices will be adjusted once a year on the contract anniversary by the annual change in the headline Consumer Price Index (CPI) published by Statistics South Africa for the most recent month available at the anniversary date. The adjustment applies only on written request, with the CPI calculation attached, and only to purchase orders issued after the anniversary. The CPI adjustment also applies to prices quoted in foreign currency. No other price increase will be accepted. For evaluation, the comparative price is the first-year unit price multiplied by the quantity of 13.

Continuing obligations: For the full contract period the successful Tenderer must remain an OEM-accredited distributor for P/N 19660, registered on the CSD and tax compliant, and must notify Denel immediately in writing if any of these lapse. Denel may verify these during the contract and may terminate the contract if they are not maintained.

Contract management: The contract will include delivery performance measures, remedies for late or non-conforming deliveries, and an annual performance review.

Tenderers must complete the Pricing Schedule in section 4 of this Annexure A (including the company stamp) and submit it as their price proposal.

Failure to submit this document will result in the Tenderer's submission being disqualified.

39. CURRENCY

All Local Tenders must be quoted in South African Rand on a fixed price basis, with all applicable taxes included shown separately-

All foreign Tenderers prices will be in USD or GBP or EURO

For evaluation purposes, prices quoted in foreign currency will be converted to Rand at the exchange rate published by the South African Reserve Bank on the closing date of this RFT [Finance to confirm the rate source].

40. PRICES SUBJECT TO CONFIRMATION

Prices quoted which are subject to confirmation will not be considered.

1. BINDING OFFER

Any tender furnished pursuant to this RFTshall be deemed to be an offer. Any exceptions to this statement must be clearly and specifically indicated.

2. DISCLAIMERS

Tenderers are hereby advised that Denel is not committed to any course of action as a result of its issuance of this RFT and/or its receipt of Tenders. In particular, please note that Denel reserves the right to:

A.2.1 Award only a portion of the proposed product(s)/service(s) which are reflected in the scope of this RFT;

A.2.2 Split the award between more than one enterprise/organisation should it at Denel's discretion be more advantageous in terms of, amongst others, cost or developmental considerations; or make no award at all;

A.2.3 Validate any information submitted by Tenderers in response to this Tender. This would include, but is not limited to, requesting the Tenderers to provide supporting evidence. By submitting a tender, Tenderers hereby irrevocably grant the necessary consent to Denel to do so;

A.2.4 Request audited financial statements or other documentation for the purposes of a due diligence exercise;

A.2.5 Award the Tender to the next highest ranked Tenderer, should the preferred Tenderer fail to sign or commence with the contract within a reasonable period after being requested to do so, provided that the preferred Tenderer is still prepared to provide the required goods at the quoted price. Under such circumstances, the validity of the tenders of the next ranked Tenderer(s) will be deemed to remain valid, irrespective of whether the next ranked Tenderer(s) were issued with a Letter of Regret. Tenderers may therefore be requested to advise whether they would still be prepared to provide the required goods at their quoted price, even after they have been issued with a Letter of Regret;

A.2.6 Cancel the contract and/or place the Tenderer on Denel's list of Restricted Suppliers, should a contract be awarded on the strength of information furnished by the Tenderer, which after award of the contract, is proven to have been incorrect;

A.2.7 Award Tender to the highest scoring Tenderer(s) unless objective criteria justifies the award to another Tenderer.

Note: Denel will not reimburse any tenderer for any preparatory costs or other work performed in connection with its Proposal, whether or not the Tenderer is awarded a contract.

3. PAYMENT TERMS

Denel's payment terms are [Finance to insert, e.g. 30 days] from receipt of a valid tax invoice following delivery and acceptance of the goods. Prepayment will only be considered where approved in accordance with Denel's Delegation of Authority and SCM policy and secured to Denel's satisfaction.

4. SCHEDULE OF RATES/PRICE (PRICING SCHEDULE)

Tenderers must complete this Pricing Schedule in full. Incomplete or altered schedules may result in the tender being disqualified.

Item	Part number	Description	Unit	Quantity (current financial year)	Unit price excl. VAT	Total price excl. VAT
1	19660	Air Flow Regulator Kit	Each	13		
					Subtotal excl. VAT	
					VAT at the applicable rate (South African Tenderers only)	
					Total tender price for the current financial year	

Commercial information	To be completed by the Tenderer
Currency of price (ZAR, USD, GBP or EUR)	
Incoterm (Incoterms® 2020) and named place (foreign Tenderers)	**DAP**
Delivery lead time per purchase order (calendar weeks after receipt of order)	
Country of origin of the goods	

Commercial information	To be completed by the Tenderer
Tender validity (minimum 90 days from the closing date)	

Notes to the Pricing Schedule:

1. The unit price is firm for the first twelve (12) months of the contract. Thereafter it will be adjusted annually by the headline Consumer Price Index (CPI) published by Statistics South Africa, as set out in Part D.

2. South African Tenderers must price in Rand, with VAT shown separately. Foreign Tenderers may price in USD, GBP or EUR, excluding South African VAT and import duties, on the Incoterm stated above.

3. The quantity of 13 is the current financial year requirement only. Later quantities will be ordered as and when required by purchase order, at the unit price applicable at the time.

4. For evaluation, the comparative price is the total tender price for the current financial year. Foreign prices are converted to Rand and compared on a landed-cost basis at Kempton Park, as set out in clauses 38.2 and 39.

5. Prices must include all costs of supply, packaging, documentation (including the OEM Certificate of Conformity) and delivery to the delivery point stated in the Incoterm.

Name of Tenderer	
Name of authorised representative	
Signature of authorised representative	
Date	
Company stamp	

The following annexure are required as per Part B, checklist: -

Annexure A – Schedule of Rates/Price Proposal.

Price list and schedule of deliverable's as per statement of Work

Annexure B – General Conditions of Contract (GCC)

Annexure C: SBD 1 – Invitation to Bid (all Tenderers)

Annexure D: Proof of tax compliance status – CSD supplier number and SARS tax compliance status PIN (N/A to Foreign Bidders)

Annexure E: SBD 4 – Bidder's Disclosure

Annexure F: SBD 6.1 – Preference Points Claim Form (N/A to Foreign Bidders)

Annexure G: Proof of B-BBEE status level of contributor (N/A to Foreign Bidders)

Annexure H: CIPC Registration Documents (N/A to Foreign Bidders)

Tenderers are required to include, as Annexure H to their Tenders, certified copies of all relevant CIPC registration documents listing all members with percentages, in the case of a close corporation.

Annexure I: Share Certificates / Securities Register

Tenderers are required, as Annexure "I" to their Tenders, to submit certified copies of their latest share certificates or securities register.

Annexure J : Joint Venture, Consortium Documents

Tenderers which submit Tenders as an unincorporated joint venture, consortium or other association of persons are required to submit, as Annexure J, a breakdown of how the fees and work will be split between the various people or entities which constitute the Tenderer.

Annexure K: Mandatory Evaluation Criteria

Supporting documents in response to Mandatory Criteria/Requirements.

Annexure L- CSD Registration

CSD Registration Summary Report

Annexure M – References

Contactable references for the supply of aircraft oxygen / regulator components in the last five years, as required for functional criterion 2. **(If applicable)**

Denel'sTenderers may voluntarily submit a transformation plan. It will not be scored and will not be used to disqualify any tender.

Annexure O – Authority to sign

Proof of authority of the signatory to sign the tender on behalf of the Tenderer (board resolution or letter of authority).