

REQUEST FOR TENDER

IN ACCORDANCE WITH PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND: PREFERENTIAL PROCUREMENT REGULATIONS 2017, THIS TENDER IS SUBJECT TO A MANDATORY CRITERION AS OUTLINED IN THE TENDER DOCUMENT.

TENDER NUMBER:	DEN403/02/02/2018
CLOSING DATE: Submission of the tender	06 MARCH 2018 at 12H00 precisely
CLOSING TIME:	12H00 noon
CLOSING DATE FOR ENQUIRIES	01 MARCH 2018 at 12H00 noon
PERIOD FOR WHICH TENDERS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:	180 days (submissions must be valid for 180 days after the closing date)
DESCRIPTION OF TENDER:	SUPPLY AND DELIVERY OF FIRE FIGHT TRUCK TO DENEL INDUTRIAL PROPERTIES
TENDER DOCUMENTS DELIVERY ADDRESS:	Denel SOC LTD Denel Corporate Office (DCO) Nellmapius Drive Irene For Attention: Denel's Tender Office NB: Tenderers must ensure that they sign the register at DENEL when submitting the Tenders.
NAME OF TENDERER:	3
CONTACT & NUMBER PERSON:	
EMAIL ADDRESS:	
TENDERER'S STAMP OR SIGNATURE	

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PART A: INVITATION TO TENDER

TENDER NUMBER: **DEN403/02/02/2018**

CLOSING DATE: 06 March 2018

CLOSING TIME: 12H00 precisely

DESCRIPTION: SUPPLY AND DELIVERY OF FIRE FIGHT TRUCK TO

DENEL INDUTRIAL PROPERTIES

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.

The Tender box is open during the following hours (09:00 – 15:00) Monday to Friday.

ALL TENDERS MUST BE SUBMITTED ON THIS DOCUMENT - (NOT TO BE RE-TYPED)

No Tenders received by facsimile, email or any other similar medium will be considered.

THIS TENDER IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (Refer to annexure $\it L$) AND, ALL SPECIAL CONDITIONS OF THIS RFT, WHICH ARE SET OUT IN PART C OF THIS DOCUMENT.

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:	
FAX 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			
TAX CLEARANCE CERTIFICATE SUBMITTED?	YES	NO	
B - BBEE CERTIFICATE SUBMITTED?	YES	NO	
REGISTERED WITH THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD)	YES	NO	
FULL NAME OF AUTHORISED REPRESENTATIVE:			
CAPACITY IN WHICH AUTHORISED REPRESENTATIVE SIGNS:			
SIGNATURE OF AUTHORISED REPRESENTATIVE:			
DATE OF SIGNATURE			

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PART B: 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 may be disqualified on the basis of non-compliance

YES	NO	
		One (1) original (hard copy) and one (1) electronic copy on a CD/USB for Qualifying and Functionality Evaluations - (clearly marked as original and copies)
		One (1) original (hard copy) and one (1) electronic copy on a CD/USB for Price and Preferential points.
		Each submission must be divided and enclosed into two separate envelopes, one (1) envelope for Qualifying and Functional Evaluations (all the Tender Documents and Annexures except for Annexure "A"), and the other one for Price and Preferential Points (Annexure "A").
		Part A: Invitation to Tender (with a signature of an authorised representative of the Tenderer)
		Part C: Specifications, Conditions of tender and Undertakings by Tenderer (with a signature of an authorised representative of the Tenderer)
		Annexure A: Schedule of Rates/Price Proposal
		Annexure B: Executive Summary
		Annexure C: SBD2 - Tax Clearance Certificate Requirement
$\overline{\Box}$		Annexure D: Declaration of Interest
		Annexure E: SBD6.1 and B-BBEE status level certificate
		Annexure F: SBD8: Declaration of Tenderer's Past Supply Chain Practices
		Annexure G: SBD9: Certificate of Independent Tender Determination
		Annexure H: Certified copies of your CIPC company registration documents listing all members with percentages, in case of a close corporation
		Annexure I: Certified copies of latest share certificates, in case of a company.
		Annexure J (if applicable): A breakdown of how fees and work will be spread between members of the Tendering consortium.
		Annexure K: Supporting documents to responses to Mandatory Criteria
		Annexure L: General Conditions of Contract
		Annexure M: Supporting documents - CSD Registration Summary Report

PART C: SPECIFICATIONS, CONDITIONS OF TENDER AND UNDERTAKINGS BY TENDERER

1. **DEFINITIONS**

- In this Request for Proposals, 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 means the B-BBEE status received by a measured entity based on its overall performance used to claim points in terms of Regulation 6 and 7 of the Preferential Procurement Regulations, 2017;
- 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, specified as such under the Clause 3 (Tender Timetable) in this Part C, by which Tenders must be received;
- 1.10 **Denel** means Denel SOC Ltd, a state-owned company with registration number: 1992/001337/30);
- 1.11 Evaluation Criteria means the criteria set out under the Clause 32 (Evaluation Process) of this Part C, which includes the Mandatory Criteria, Functional Criteria (Stage1) and Price and Preferential Points (Stage2) Assessment;
- 1.12 Functional Criteria means the criteria set out in clause 32.2 referring to the qualify specification of the Legal Services in accordance with the relevant standards- See 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;

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- 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 **PPFA Regulations** means the Preferential Procurement Regulations 2017, published in terms of the PPPFA;
- 1.19 **Price and Preferential Points Assessment** means the process described in Clause 32.3 of this document in Part C, as prescribed by the PPPFA.
- 1.20 Rand or R is a reference to the lawful currency of the Republic of South Africa;
- 1.21 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;
- 1.22 **SARS** means the South African Revenue Service;
- 1.23 **Services** means the services required by Denel, as specified in this RFT Part D;
- 1.24 **SLA** means Service Level Agreement that will be concluded between Denel and successful Tenderer;
- 1.25 **SOC** means State Owned Company, as defined by the Companies' Act;
- 1.26 Specification means specification or description of Denel's requirements contained in this RFT:
- 1.27 **State** means the Republic of South Africa;
- 1.28 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;
- 1.29 **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 interchangeable in this document.

2. TENDER OFFICE

DENEL – Procurement

Address: Denel Corporate office,

Nelmapius Drive,

Irene, Centurion

For any enquiries, kindly forward your queries to TenderResponse@denel.co.za email No questions will be answered telephonically.

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Denel will not be held liable/responsible in the event that Tenderers do views responses to questions/queries/comments which were posted on the e-Tender portal.

No canvassing of any Denel employee will be tolerated and that will result in an immediate disqualification of the Tenderer.

3. TENDER TIMETABLE

This timetable is provided as an indication of the timing of the tender process. Tenderers are to provide Tenders that will allow achievement of the intended commencement date.

Activity	Date
Advertisement of tender	05 February 2018
RFT document available	05 February 2018
	On www.etender.gov.za as well as on
	www.denel.co.za
Closing date and time	06 March 2018 at 12H00
	All enquiries must be directed or forward to
	TenderResponse@Denel.co.za
Intended completion of evaluation of tenders	16 March 2018
Intended formal notification of successful	23 March 2018
Tenderer(s)	
Signing of Service Level Agreement	03 April 2018
Effective date	03 April 2018

4. SUBMISSION OF TENDERS

4.1 Hardcopies and electronic copies of Tenders are to be submitted to:

Physical Address of Tender Box	Denel Nellmapius Drive Irene DCO Reception
Hours of access to Tender Box	Monday to Friday: 09:00 – 15h00
Information to be marked on package containing Tender 2 Envelope System Indicate whether each envelope pertains to Envelope 1:"Qualifying and Functional Evaluation" and Envelope 2: "price and preference points"	For Attention: Tender Office DENEL SCM Unit Name of Tenderer RFT Ref. No. DEN403/02/02/2018 SUPPLY AND DELIVERY OF FIRE FIGHT TRUCK TO DENEL INDUSTRIAL PROPERTIES

Note: Return address must be reflected at the back of the package containing the tender.

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.

4.2 Tenderers are requested to initial each page of the tender document on the bottom right hand corner.

5. RULES GOVERNING THIS RFT AND THE TENDERING PROCESS

- 5.1 Participation in the tender process is subject to compliance with the rules, terms and conditions contained in this Part C of this RFT.
- All persons (whether a participant in this tender process) having 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.
- 5.3 All Tenderers are deemed to accept the rules, terms and conditions contained in this Part C of this RFT.
- 5.4 The rules, terms and conditions contained in this RFT apply to:
 - 5.4.1 The RFT and any other information given, received, or made available about this RFT, and any revisions or annexures;
 - 5.4.2 the Tendering Process; and

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

6. 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 services will exist between Denel and any Tenderer unless and until Denel has executed a formal written contract with the successful Tenderer.

7. ACCURACY OF THE RFT

- 7.1 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.
- 7.2 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).
- 7.3 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

8. ADDITIONS AND AMENDMENTS TO THE RFT.

- 8.1 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.
- 8.2 If Denel exercises its right to change information in terms of Clause 8.1, it may seek amended Tenders from all Tenderers.

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9. 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 between DENEL and the successful Tenderer.

10. **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.

11. **UNAUTHORISED COMMUNICATIONS**

- 11.1 Communication (including promotional or advertising activities) with staff of Denel or their advisors 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.
- 11.2 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.

12. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

- Tenderers may not seek or obtain the assistance of employees of Denel in the preparation of their tender responses.
- 12.2 Denel may in its absolute discretion, immediately disqualify a Tenderer that it believes has sought or obtained such improper assistance.
- 12.3 Tenderers are to be familiar with the implications of contravening the Prevention and Combating of Corrupt Activities Act, 2004 and any other relevant legislation.
- 12.4 Any improper communication, canvassing, engagement with any Denel or people/person/representative will result in immediate disqualification from the RFT process

ANTI-COMPETITIVE CONDUCT 13.

- 13.1 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:
 - Preparation or lodgement of their tender;
 - ii. Evaluation and clarification of their tender; and

- iii. Negotiations with Denel.
- 13.2 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.
- 13.3 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.

14 COMPLAINTS ABOUT THE TENDERING PROCESS

- 14.1 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.
- 14.2 The written complaint must set out:
 - 14.2.1 the basis for the complaint, specifying the issues involved;
 - 14.2.2 how the subject of the complaint affects the organisation or person making the complaint;
 - 14.2.3 any relevant background information; and
 - 14.2.4 The outcome desired by the person or organisation making the complaint.
- 14.3 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.

15 CONFLICT OF INTEREST

- 15.1 A Tenderer must not, and 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.
- 15.2 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 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.
- 15.3 Denel may immediately disqualify a Tenderer from the Tendering Process if the Tenderer fails to notify Denel of the conflict of interest as required.

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16 LATE TENDERS

- 16.1 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.
- 16.2 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
- 16.3 The determination by Denel as to the actual date and time that a Tender is submitted is final.

17 TENDERER'S RESPONSIBILITIES

- 17.1 Tenderers are responsible for:
- 17.1.1 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:
- 17.1.2 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;
- 17.1.3 ensuring that their Tenders are accurate and complete;
- 17.1.4 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;
- 17.1.5 ensuring that they comply with all applicable laws in 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
- 17.1.6 Submitting all Compulsory Documents.
- 17.2 Tenderers with annual total revenue of R10 million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the B-BBEE Act must submit a certificate issued by a registered, independent auditor (who or which is not the Tenderer or a part of the Tenderer) or an accredited verification agency.
- 17.3 Tenderers other than Exempted Micro-Enterprises (EMEs) must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE status. The submission of such certificates must comply with the requirements of instructions and guidelines issued by National Treasury and are in accordance with the applicable notices published by the Department of Trade and Industry in the Government Gazette.

18 PREPARATION OF TENDERS

- 18.1 Tenderers must ensure that:
 - 18.1.1 their Tender is submitted in the required format as stipulated in this RFT; and
 - 18.1.2 All the required information fields in the Tender are completed in full and contain the information requested by Denel.
- 18.2 Denel may in its absolute discretion rejects a Tender that does not include the information requested or is not in the format required.
- 18.3 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.
- 18.4 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.
- 18.5 An incomplete Tender may be disqualified or assessed solely on the information completed or received with the Tender.

19 ILLEGIBLE CONTENT, ALTERATION, AND ERASURES

- 19.1 Denel may disregard any content in a Tender that is illegible and will be under no obligation whatsoever to seek clarification from the Tenderer.
- 19.2 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 be materially alter the substance of the Tender or effect the fairness of the tendering process.

20 OBLIGATION TO NOTIFY ERRORS

If, after a Tenderer's Response has been submitted, the Tenderer becomes aware of an error in the Tenderers 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.

21 RESPONSIBILITY FOR TENDERING COSTS

21.1 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.

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- 21.2 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 Tenderers participation in the Tendering Process, including without limitation, instances where:
 - 21.2.1 the Tenderer is not engaged to perform under any contract; or
 - 21.2.2 Denel exercises any right under this RFT or at law.

22 DISCLOSURE OF TENDER CONTENTS AND TENDER INFORMATION

- 22.1 All Tenders received by Denel will be treated as confidential. Denel will not disclose contents of any Tender and Tender information, except:
 - 22.1.1 as required by law;
 - 22.1.2 for the purpose of investigations by other government authorities having relevant jurisdiction;
 - 22.1.3 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.

23 USE OF TENDERS

- 23.1 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.
- 23.2 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.

24 TENDER ACCEPTANCE

All Tenders received must remain open for acceptance for a minimum period of 180 (One hundred and eighty) days from the Closing Time. This period may be extended by written mutual agreement between Denel and the Tenderer.

25 CHANGES TO PRICE PROPOSALS

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

26 DENEL'S 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:

- 26.1 The PFMA and the PPPFA;
- 26.2 Preferential Procurement Regulations 2017; and

27 BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS

- 27.1 As explained in more detail in the BBBEE Preference Points Claim Form 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).
- 27.2 Denel shall use the lowest acceptable Tender to determine the applicable preference point system that either 90/10 or 80/20 point system
- 27.3 Tenderers are required to complete the B-BBEE Preference Point Claim Form and submit it together with valid proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.
- 27.4 Tenderers are required at all times to comply with the latest B-BBEE legislation and/or instruction notes as issued from time to time by the Department of Trade and Industry.

<u>Note:</u> Failure to submit valid and original (or a certified copy of) proof of the Tenderer's compliance with the B-BBEE requirements stipulated in this RFT (the B-BBEE Preference Points Claim Form) at the Closing Date and Time of this RFT, will result in a score of zero being allocated for B-BBEE.

28 B-BBEE JOINT VENTURES OR CONSORTIUMS

- 28.1 Tenderers who would wish to respond to this RFT as a Joint Venture [JV] or consortium with B-BBEE entities, must state their intention to do so in their RFT submission.
- 28.2 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

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- consortium agreement should they be awarded business by Denel through this RFT process.
- 28.3 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.
- 28.4 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.

<u>Note</u>: Failure to submit a valid and original B-BBEE certificate for the JV or a certified copy thereof at the Closing Date and Time of this RFT will result in a score of zero being allocated for B-BBEE.

29 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. Denel is required to ensure that price proposals are invited and accepted from prospective Tenderers listed on the CSD. Tender may not be awarded to a Tenderer who has failed to register on the CSD. 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:

Supplier Number:	unique registration reference number:	
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30 Tax Compliance

- 30.1 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).
- 30.2 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 South African Revenue Service (SARS) to meet the Tenderer's tax obligations.

Tenderers are required to be registered on the Central Supplier Database and the National Treasury shall verify the Tenderer's tax compliance status through the Central Supplier Database.

- 30.3 It is a requirement that Tenderer grant a written confirmation when submitting this 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.
- 30.4 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

31 New Tax Compliance Status (TCS) System

- 31.1 SARS has implemented a new Tax Compliance Status (TCS) system in terms of which a taxpayer is now able to authorize any 3rd party to verify its compliance status in one of two ways: either through the use of an electronic access PIN or through the use of a Tax Clearance Certificate obtained from the new TCS system.
- 31.2 Tenderers are required to provide the following to Denel in order to enable it to verify their tax compliance status:

Tax reference number:		
Tax Clearance Certificate & TCC Number:	and PIN:	

32 **EVALUATION CRITERIA**

The Tenders will be evaluated and adjudicated as follows:

32.1 **Mandatory Evaluation Criteria**

- 32.1.1 Only those Tenderers which satisfy all of the mandatory Criteria will be eligible to participate further in the Tendering Process.
- 32.1.2 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.

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ANNEXURE K

REQUIREMENT	COMPLIANT	NON-COMPLIANT
Bidder is a South African- owned and registered Supplier		
2. The Tenderer must have the necessary infrastructure and capacity to meet Denel requirements. (confirmation of documents service facilities – Director's-mail address, telephone and facsimile number and computer system being used by the Tenderer		
Valid Tax Clearance Certificate or an access pin to SARS e-Filing.		
4. Valid BBBEE Certificate		
Central Supplier database proof of registration (provide documentation).		
6. Certified copy of the Company Registration with CIPC		
7. Current Banking Details, Cancelled Cheque or Original letter from the Bank issued on a bank letterhead with stamp.		
Certified copies of all share holder certificates and ID copies		
Copy of the organisation's share holder agreement (if applicable)		
Note: Failure to meet the above requirements will resul	t in automatic	disqualification

32.2 First stage - Functional Evaluation

32.2.1 Tenderers are evaluated based on the criteria stipulated above. Bidders must meet all the specification requirements stated

The Functional Evaluation that will be used to test the capability and capacity tenderer is as follows:

MAKE & MODEL	DETAIL DESCRIPTION	COMPLIANT	NON- COMPLIANT
MAKE & MODEL	Suitable 4x2 wheel drive chassis, with spares easily available in South Africa from the manufacturing company. Suitable Original Equipment Manufacturer (OEM) four door forward control chassis/ tilt cab, with spares easily available in South Africa from the manufacturing company. Cab must comply with Economic Commission of Europe (ECE) Safety Standards. The overall height of the vehicle (OAH) must not exceed 2900 mm. The vehicle must have 4 wheels at the rear		
STEERING	Right hand power steering		
FORWARD CONTROL TILT CAB	 Must include Heater/defroster One (1) dome light, door activated 3-point seat belts on from outboard seats positions Black rubber floor covering Tinted glass, all windows Intermittent windshield wipers Keys – all alike, ignition and cab doors Gauge cluster with English electronic speedometer and tachometer, engine oil pressure gauge, water temperature gauge and voltmeter 		

	 Oil temperature gauge Electronic hour meter mounted in cluster A padded safety bar between the rear seats and front sears. A front mounted chromed bulbar complete with winch mounting plate must be provided on the front of the cab. The design of the bulbar must be to the satisfaction of the Chief Fire Officer. The bull bar must be fitted with four galvanized towing eyes.
CONTROLS AND INDICATORS IN DRIVERS CAB	In addition to chassis standard controls and indicators the following items must be installed in the drivers cab: • visual warning for the main current being switched on • visual warning for any of the equipment lockers being open • visual warning for the rear axle being locked (if the feature is installed) • switch with visual indication for all emergency lighting. • switch with visual indication for siren unit • microphone for the public address system • Visual warning that pump is engaged • Visual and audio warning for low water level in radiator. • Visual warning that floodlight is extended. • Visual warning that safety rails are extended.

WHEEL BASE	4500 mm	
Gross Vehicle Weight (GVW)	18200kg	
ENGINE	Diesel engine with a minimum output of 228kw at 1900 RPM and 1550nM at 1000-1350RPM.	
	Must comply with Euro 5 emission standards	
TRANSMISSION	atic 6 speed transmission with torque converter must have at least one overdrive option to get to maximum top speed and factory fitted by the OEM	
	Transmission to be of the electronic type.	
	PTO functions to operate through the transmission computer to maintain constant revs.	
	PTO must be suitable for continuous operation with the fire pump at maximum flow.	
FRAME	Heat treated alloy steel.	
	Two towing eyes must be fitted to the rear chassis.	
FRONT AXLE	Non Driven, rigid knuckle of 6 700kg load capacity	
SINGLE REAR AXLE	Single Live Axle with hypoid gearing, 11 500 kg capacity	
SUSPENSION	Front: Twin leaf parabolic springs	

	Rear: Multilink parabolic springs	
	Twin tube shock absorbers front and rear	
	Stabilisers front and rear.	
TYRE SIZE	Front: 315/80R 22.5	
	Rear: 315/80R 22.5	
BRAKES	Dual circuit airbrakes with ABS.	
	Automatic slack adjusters	
EXHAUST SYSTEM	Single exhaust system, horizontal muffler and tailpipe, aluminized steel, mounted on right side	
ELECTRICAL SYSTEM	24-volt electrical system, standard equipment	
MASTER BATTERY SWITCH	A master battery switch must be provided. If a solenoid type master switch, it must be of the continuous use type and the control must be located on the dash board	
FUEL TANK	Not less than 180 liters.	
	The bidders must diagrammatically indicate the location of the fuel tank. The filling point must not be higher than 1, 2 m	
CREW COMPARTMENT	A crew compartment capable of seating four (4) crew members in a full enclosed, seated and belted position.	
	Crew compartment seating must be able to accommodate 4 x SCBA brackets in rear crew cab complying with safety regulations	

	with respect to G-Force, and must be ergonomically placed and operated	
SEAT BELTS	All seats must be fitted with SABS approved seat belts.	
FRONT MUD FLAPS	Fixed aluminium / metal mud flaps to be mounted behind the front chassis wheels	
REAR AXLE MUD FLAPS	The rear tyres must have a set of mud flaps to be mounted behind the rear chassis wheels.	
	The mud flaps must be fitted in such a manner that it must not be entrapped under the wheels when reversing, or in off road conditions.	
WINCH	A 24 volt 11000 kg electric reversible winch with 38m of 12.7mm galvanized aircraft type cable and a replaceable clevis hook must be mounted to the chassis frame extension centred at front bumper area, and be controlled with a 2.9m remote control switch. The winch must be supplied with a snatch block and winch	
	blanket.	
PUMP	The pump must be Power Take off (PTO) driven of a size and design to mount on the chassis of a commercial truck, and have a low pressure capacity of 4500 LPM at 10 BARS at a lift of 3 meters, in accordance with European Norm (EN) 1028. The pump must be able to pump soiled water without negative impact. The high pressure capacity must be 250 LPM at 40 BARS in accordance with EN 1028.	
	The pump must be driven by the truck chassis engine through a	

PTO.

The engine and PTO must provide sufficient horse-power and revs per minute (RPM) to enable the pump to meet and exceed the specified performance.

The entire pump, both suction and discharge passages, must be hydrostatically tested.

The pump must be fully tested at the pump manufacturer's factory and be free from hydraulic pulsation and vibration.

The pump body must be vertically split, for easy removal of impellers, wear rings and sealing gland assembly, from the pump without disturbing the mounting of the pump in the chassis. It must also be possible to remove all these items without disturbing the volute, manifolds and associated pipe work.

The pump must be capable of simultaneous multi pressure operation.

The water seal must be a self-adjusting mechanical type, incorporating a stationary spring-loaded hard carbon ring running against a rotating silicon carbide seat.

The seal must be pre-loaded during pump assembly and must require no maintenance or adjustments during its life.

The spring must be located on the dry side of the seal.

Packing glands or grease seals are not acceptable.

The pump must have a pressure relief system to ensure the high

pressure cannot exceed 55 bars regardless of pump speed.

The pump must include a thermal relief system to ensure that pump water temperature cannot exceed 50° C.

Upon shut down the high pressure pump must automatically drain into the low pressure stage from where the whole unit can be drained via a single point.

The valve handle controlling the high pressure stage must be easily accessible from the suction tube end of the unit.

When high pressure is not required low pressure water must be automatically available at the high pressure discharge outlets.

An electrically operated oilless primer, or automatic plunger or automatic water ring primer must be fitted.

The primer handle must be mounted on the pump control panel, if applicable.

The pump must be fitted with an electronic tachometer sensor.

The pump must have a 100mm (115mm lug distance) Storz inlet with a blank cap tied down with a nylon coated cable, on the eye of the pump, and the suction hoses must also be fitted with Storz couplings of the same diameter.

In addition the pump must have an additional inlet with a 65mm British Instantaneous male coupling that are connected to the tank to pump feed, that must automatically switch over from tank supply to external feed, via check valves and vice versa based on a pressure differential of 1 bar depending on the source of water

DISCHARGE VALVES	supply. The plumbing and valve arrangement must not impact on the ability of the pump to retain vacuum during open source operations. Four (4) 65mm screw down discharge outlets must be provided at the rear in a side mount position.	
	Each outlet must be fitted with a 65mm British Instantaneous coupling complete with blank cap, with a 5mm hole to prevent pressure build up behind the blank cap. The blank cap must be tied down with a nylon coated cable. Two x 100mm diameter hi vol side discharges with a NFPA or similar approved ball valve and a 115mm lug distance storz coupling and blank cap must be supplied. The blank cap must be tied down with a nylon coated cable. The side discharge must have a non-return valve.	
PUMP PANEL	The pump panel must be situated directly above the rear mounted pump.	
TANK LEVEL GAUGE – WATER / FOAM	A four light tank level gauge must be installed on the pump panel to monitor water / foam tank level	
FOAM SYSTEM	 An electronically controlled foam system for class A and Class B foam must be fitted. The induction ratio for the class B foam must be from 1% to 9%, and should be able to individually and 	

	simultaneously supply each outlet, and the deck monitor, or when selected the 2 x 100mm outlet/s • The induction ratio for the class A foam must be from 0.1% to 6%, and should be able to individually and simultaneously supply at least one outlet and the two crosslays. • The system must have an automatic foam transfer capability for refilling the foam tanks from an external source. • The vehicle must be fitted with a Compressed Air Foam System (CAFS), which is manufactured by the original pump manufacturer for the pump in question. • The CAFS system must allow the simultaneous and alternative operation of the hose reels, and at least one 65mm delivery. Combination CAFS/ spray nozzles must be supplied for the 2 x hose reels, as well as for 1 x 65mm outlet. There must be non-return valves between the foam system and water supply to prevent water or foam from pushing back into the foam tanks. The foam system must be configured to be operated from an external source, as well as from the tank.
BOOSTER TANK	The booster tank must be rectangular in configuration and have a capacity of not less than 3000 liters. The entire tank must be manufactured from polyethylene or Glass Reinforced plastics. The tank must have a combination vent and manual fill tower. The tower must be located in the left front corner of the tank.

	The foam tanks must have a pumping device to be filled from an	
FOAM TANK	One (1) 100 litre Class A foam tank and one(1) 100 litre Class B foam tank must be provided for and form integral part of the water tank.	
	The inlet must be provided with a non-return valve and a 65mm instantaneous adaptor and blank cap.	
	The tank must be fitted with one (1) 65mm tank inlet.	
	The tank must be completely removable without disturbing or dismounting the apparatus body structure.	
	The tank must be mounted on hard rubber cushions to isolate the tank from road shock and vibration.	
	The baffles must ensure a free flow of 98 % of the tank contents during pumping operations.	
	The baffle ball design must be such as to ensure that it occupies less than 1 % of the tank content.	
	Baffles may be in the form of baffle balls or fixed baffles, which must protect against any water surge during travel mode, irrespective of the volume of the content within the water tank.	
	There must be two (2) standard tank openings; one for the tank to pump suction line with an anti-swirl plate and one for a tank fill line.	
	The tank overflow must be 100mm diameter and must dump behind the rear wheels to permit maximum traction.	

	external source.	
	The vehicle must be delivered with sufficient class A and 1x3% AR-AFFF class B foam to fill the tanks, as well as an extra 25 liter can of each type to test the foam system with.	
25MM HOSE REEL	The apparatus must be fitted with two 25mm compact electrical	
DISCHARGE	The apparatus must be fitted with two 25mm compact electrical 90 degree rewind hose reels with a 508mm wide drum.	
	The frame and reel must be manufactured from zinc-coated mild steel, finish painted with a polyester powder coating.	
	A zinc plated mild steel rewind handle must be provided and mounted for each hose reel.	
	Each hose reel must be fitted with 30m x 25mm high pressure hose and a high pressure, pistol grip ball valve operated nozzle jet/fog nozzle suitable to disperse Compressed Air foam and/or water.	
	The rear corners of the bodywork must be protected by a stainless steel corner piece to protect from damage by the hose reels.	
HOSE DECK	A hose deck with two adjustable dividers constructed from aluminium material must be provided for the length of the body from behind the crew cab.	
	A non-scratch shield must be fitted to the rear of the hose bed.	
	The deck area of the super structure must be provided with a self-	
	lock collapsible safety rail that can be extended when staff is to	

	work on the deck. It must be extendable and collapsible from a safe position on the left rear side of the vehicle. The safety rail must not protrude when collapsed. The safety rail must not interfere with any gantry or suction hoses, and must have an indicator inside the cab at the driver's position to warn that it is extended. The hose deck must be high enough and wide enough to accommodate 180m x 100mm hose, as well as 184m x 65 mm hose and 140m x 45mm hose in a flaked position. The hose deck must be designed to prevent the hose from coming off the deck while driving.	
BODY AND COMPARTMENT FABRICATION	The compartments must be fabricated from aluminium material. This include compartment front panel, vertical side, and rear walls, door frames, compartment dividing walls, and compartment ceilings. Structural integrity of the body must be guaranteed for a minimum of 10 years. Bidders must provide the details of how the integrity was determined. The compartment floor construction must permit easy cleaning with a "sweep out" type design. The compartment floor must have a minimum 100mm channel shaped for floor reinforcement. All aluminum extrusions utilized, must be large dimension.	

All the compartment doors must be fitted with aluminium roller shutter doors, designed for fire engine use.

Each roller shutter door must be fitted with a monitor that must monitor whether the roller door is securely closed.

No micro switches may be utilized for this function due to the high rate of failure.

A failsafe electrically operated central locking system must be provided and must be activated from inside the cab.

Each roller shutter door must be fitted with strip illumination within the shutter guide channel. The light must be activated on opening the roller shutter door.

The fabrication of the module must be constructed in a welding fixture.

Only stainless steel bolts, nuts, and sheet metal screws may be used in mounting exterior trim, hand-ware, or equipment.

The use of pop rivets in any portion of the body and compartment construction must not be acceptable, including attachment of trim or mouldings.

All compartments must be provided with louvered ventilation units in the lower back wall of the compartments.

These louvered vents must be approximately 150mm square.

There must be six (6) compartments in total, three on each side,

	full height, and full depth.	
	This excludes the pump bay.	
	If the chassis requires the moving and relocating of components such as the battery, fuel tank and air tanks to allow for full height compartments, it must be done in a professional way, and not impede on any warranties or safety aspects.	
	The compartments above wheel arch must be at least 1330mm wide and 600mm deep, the forward compartments must have an inside depth measurement of not less than 600mm. and a width at the door opening of 930mm.	
	The rear compartment must have an inside depth measurement of not less than 600mm. and a width at the door opening of not less than 850mm.	
	Compartments must be easily accessible at all heights, and a fold out step with hydraulic stays forming part of the wheel arch, as well as at all other locker compartments must be provided to access the compartments.	
тоw ноок	The vehicle must be fitted with a glove type tow hook fitted to the chassis to enabling towing of heavy duty trailers. The tow hook must be fitted with a shaft, as well as a ball connector.	
	The position of the tow hook must be in such a position that the vehicle must not be damaged while turning a 90 degree corner with a trailer in tow.	
	If the vehicle has a fold down step at the pump compartment, it	

	must not limit the ability to fit a tow hook.	
	In addition, the vehicle must be wired and supplied with an air connection for air brakes to the trailer.	
VOLT WIRING SYSTEM	The apparatus must be equipped with a heavy-duty 24 volt wiring system.	
	The system must include all parts, components, switches, relays, and wiring to insure complete operation.	
	All wiring must be performed by an accredited and certified Auto Electrician.	
SECOND BATTERY SET	A second set of batteries must be provided and must duplicate the vehicle's primary set of batteries. All auxiliary equipment must be powered from the secondary battery set. The system must be so connected that, with the engine stationery, the battery sets must be disconnected from each other. When the alternator is charging (engine running), the battery sets must be connected in parallel by means of a DC to DC battery management system. The alternator must be connected to the primary set of batteries. The secondary batteries must be lead crystal batteries.	
BATTERY CHARGER	A battery trickle charging system must be installed and connected directly to the shoreline to ensure the batteries remain fully charged while the vehicle is in the fire station. The shoreline connection must be located adjacent to the crew seat. A pilot light	

ELECTRICAL LEAD	must be provided on the dash to indicate when the electrical supply is connected to the charging system. A 25m electrical lead must be supplied to connect the charger to the electrical supply.	
ELECTRICAL INSTALLATION	Electrical wiring and equipment must be installed utilizing the following: • All holes made in the body and cab roof must be caulked with silicone. Large fender washers, liberally caulked, must be used when fastening equipment to the underside of the cab and crew cab roof. • Any electrical component that is installed in an exposed area must be mounted in a manner that must not allow moisture to accumulate in it. Exposed area is defined as any location outside of	
	 the cab or body. A coil of wire must be provided behind an electrical appliance to allow them to be pulled away from mounting area for inspection and service work. Corrosion preventative compound must be applicable to all terminal plugs located outside of the cab or body. All lights that have their sockets in a weather exposed area must have corrosion preventative compound added to the socket terminal area. All electrical terminals in weather exposed areas must have silicone applied completely over the metal 	

	portion of the terminal. Loom must be provided over all-weather exposed wiring. The original vehicle standard light cluster must be fitted at the rear of the vehicle. Light functions must include running lights, brake lights, turn signal lights and back-up lights. One (1) 100 mm circular single bulb light or LED strip lights must be mounted in each body compartment and must be wired to a master on/off rocker switch on the cab dash. The light must be in a resilient shock absorbent mount for improved bulb life. The wiring connection must be made with a weather resistant plug in style connector. A compartment light with a switch must be installed to illuminate the pump area for service. A license plate light must be installed on the rear of the vehicle. Two (2) lights or LED strip lights must be mounted under a light shield directly above each pump panel. The work light switch in the cab must activate the lights when the park brake is set.
SIREN SYSTEM	One (1) 24 volt PA Siren system must be supplied and fitted to the vehicle dashboard One (1) 100 watt speaker must be provided and fitted. A solid state electronic siren to the satisfaction of the Chief Fire Officer with attached noise-canceling microphone must be

	installed.	
	Operating modes must include Hi-Lo, yelp, wail; P.A., air horn and radio re-broadcast, and must include a Tap feature	
WARNING LIGHTS	 A suitable light bar to comply with NFPA 1901 must be mounted on the cab roof of the vehicle Two (2) red 360 degree LED lights with a polycarbonate base, a single 55-watt halogen lamp, and a twist-on dome must be mounted at the rear of the vehicle. The lights must be visible at a 30 degree angle from ground level from the back and the sides of the vehicle. Two alternating flashing red LED lights must be mounted at the rear of the vehicle on each side, not smaller than 120 mm x 70mm. 	
LOWER LEVEL WARNING LIGHTS	Four (4) Light Emitting Diode (LED) flashing safety warning lights and eight (8) halogen lights, all with red lenses, must be provided. Lower level warning lights must be mounted as follows to comply with NFPA 1901:	
	Zone A – Four (4) LED flashing safety warning lights on the front of the apparatus facing forward, one (1) on each side above the headlights and inboard of the front turn signals, forming a downward V pattern.	
	Zone B – Seven (7) LED flashing safety warning lights on each side of the apparatus One (1) 6 cluster LED flashing safety warning light at the forward-most point (as is practical) mounted on the front bumper, one (1) 6 cluster LED flashing safety warning light midships, (1) 6 cluster LED flashing safety warning light at the rearward-most point (as is	

	 practical), and four (4) x 4 cluster LED flashing lights located across the rub rail. Zone C – Four x 6 cluster LED flashing safety warning light at the rear of the apparatus, mounted in the rub rail, two '(2) on each side, facing rearward. A lighted rocker switch on the cab instrument panel, labelled "Lower Level Warning" must control the lights. 	
WORK LIGHTS	At least two work lights must be fitted to the rear of the vehicle	
	with on / off switches operated from the work deck area	
HYDRAULIC LADDER GANTRY	A hydraulic ladder gantry must be mounted on the right side of the body.	
	The gantry must allow for removal of the ladder from the ground position without having to get on to the vehicle.	
	The gantry must be secured sufficiently to prevent from swaying whilst driving.	
BEAM SUCTION HOSE GANTRY	A manually or electric drive beam suction hose gantry must be mounted on the left side of the body.	
	The gantry must house the suction hoses and a basket stretcher, and allow for removal of the items without having to get on to the vehicle.	

	The gantry must be secured sufficiently to prevent from swaying whilst driving.	
FLOODLIGHT	 A pneumatic light mast with 2000 watt lights or equivalent capacity LED lights, as well as a suitably powered generator of 2500 kva must be supplied and fitted The mast must house automatically as soon as the parking brake is disengaged. 	
PUMP ADAPTOR	A three way pump adaptor to fit the pump, with non-return valves and two 65mm British Instantaneous (BI) male inlets and one 115mm lug distance storz inlet must be supplied. The adaptor when fitted must not protrude in a manner preventing the pump bay to be closed	
AUXILLIARY EQUIPMENT	 All equipment for which a NFPA and/or EN standard exists must comply with the standards. 1x National Fire Protection Association (NFPA) approved aluminium ladder of 7.3m -2 sections, as well as a roof ladder, mounted horizontally on the top of the vehicle on a suitable purpose made gantry, or hydraulic lowering arm. Two by three meter hard suction hoses with 115mm lug distance storz couplings, mounted in a suitable rackconsider the Morris couplings 1x 2.8 m ceiling hook 1x flat headed axe 	

- 1 x pick headed axe, manufactured for the fire service.
- 1 x chrome barrel strainer fitting the suctions (Storz)
- 1 x Low level strainer fitting the suction hoses (Storz)
- 1 x Pry Axe
- 1 x Hydraulic Door Breaker.
- 1 x Halligan Tool
- 4 x Storz Spanners
- Rubber Mallet
- 1 x 18 m x 18mm Static Suction Hose Rope
- 1 x 2.5 kva Generator
- 1 x Electrical reel with 30m cable
- 1 x Carborundum Cutter
- 1 x Chainsaw with 720 mm blade.
- 1 x 100mm Woodlands to 115mm storz adaptor.
- 1 x 100mm Woodlands to 65mm British Instantaneous Female coupling adaptor.
- 1 x Bayonette type Standpipe, key and bar.
- 1 x LRT thread type Standpipe, key and bar.
- 1 x LVT thread type standpipe.
- 1 x Pretoria type hydrant adaptor.
- 1 x Fourway hydrant Key
- 1 x Hydrant Wheel
- 1 x 18 inch Positive Pressure ventilator.
- 6 x 30 m x100mm Type 3 fire hose with Storz Couplings
- 6 x 23 m x 65mm type 3 fire hose with BI couplings
- 6 x 23m x 45mm Double Jacket fire hose with BI couplings
- 4 x 225l/min to 900l/min adjustable nozzles.(suitable to operate at low pressure)
- 4 x low Expansion foam attachments to fit the nozzles.
- 1 x 400 lpm spear branch (1.2 m with British Instantaneous coupling)

- 2 x 450l/min inductor.
- 1 x 450l/min medium expansion foam branch.
- 1 x 65mm British Instantaneous male couplings to 115mm lug distance Storz adaptors.
- 1 x 3 x 65mm Hand Controlled British Instantaneous female coupling to 115mm lug distance Storz divider.(Water thief)
- 1 x Heavy duty 3mx 3m PVC salvage sheet, with tie down holes
- 1 x Heavy duty 6mx 6m PVC salvage sheet, with tie down holes
- 2 x 9kg DCP extinguishers
- 2 x 6.9 kg Carbon Dioxide extinguishers.
- 2 x Safety Fuel Cans (10 litre capacity each)
- 1 x set of heavy duty wheel chocks, suitable for the vehicle as offered.
- 1 x Spade
- 1 x Shovel
- 2 x Heavy duty Industrial broom
- 1 x 800mm Crow bar
- 1 x medium bolt cutter (Solid arms and replaceable blades)
- 1 x large bolt cutter (Solid arms and replaceable blades)
- 1 x 1.8kg hammer
- 1 x sledge hammer
- 12 x 450 mm Road Traffic Cones with reflective sleeve.
- 1 x Hand controlled Dividing Bridging Piece
- 1 x Foldable Drum Trolley
- 1 x Sill shortening tool
- 1 x Vehicle Stabilization kit
- 1 x Confined Space ventilator

 1 x SRS protector 1 x Glass Management Kit 1 set Soft Edge Protection 1 set Steps and Chocks 1 x Patient protection shield 1 x Basket Stretcher with lifting bridle. 1 x Complete BAA jump bag 1 x set of heavy duty wheel chocks, suitable for the vehicle as offered 		
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32.3 Second Stage - Price and Preferential Points Assessment

- 32.3.1 Those Tenderers which have passed the mandatory criteria and first stage of the Tender Process will be scored on the basis of price and preference point allocation in accordance with the applicable legislation.
- 32.3.2 The successful Tenderer will typically be the Tenderer that scores the highest number of points in the second stage of the Tender evaluation, unless DENEL exercises its right to cancel the RFT or finds that there is valid business or transformation reason that justifies the award to a company that did not obtain the highest score.
- 32.3.3 Documents for this evaluation stage shall be in a separate envelope as explained in clause 4 above

NB: Denel reserves the right to demand an Action Plan that addresses shortcomings in the successful Tenderer's transformation status.

32.3.4 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 preferential procurement only. Points will be allocated to Tenderers at this stage of the evaluation in accordance with the PPPFA and the PPPFA Regulations, as follows:

Price points 80 or Price point 90B-BBEE 20 B-BBEE 10

•

NB: Dependent on the value of the contract.

32.3.5 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.

32.3.6 Preferential procurement points

A maximum of 20 or 10 points may be awarded in respect of preferential procurement, which points must be awarded to a tenderer for attaining their B-BBEE Status Level in accordance with the table below:

B-BBEE Status Level contributor	Number of Points(80/20 system)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

B-BBEE Status Level of Contributor	Number of points (90/10 System)
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non- compliant contributor	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.

32.3.7 Total

The total points scored by each Tenderer will be calculated by adding the points scored for price (out of 80) to the points scored for preferential procurement (out of 20). 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, Denel reserves the right not to award the contract to the Tenderer scoring the highest points, on pricing alone)

33 STATUS OF TENDER

33.1 Each Tender constitutes an irrevocable offer by the Tenderer to Denel to provide the Services required and otherwise to satisfy the requirements of the Specification as set out in this RFT.

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- 33.2 A Tender must not be conditional on:
- a) the Board approval of the Tenderer or any related governing body of the Tenderer being obtained:
- b) the Tenderer conducting due diligence or any other form of enquiry or investigation to 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.
- 33.3 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).
- 33.4 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.

34 **CLARIFICATION OF TENDERS**

- 34.1 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.
- 34.2 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.

35 **DISCUSSION WITH TENDERERS**

Denel is under no obligation to undertake discussions with any Tenderers.

36 SUCCESSFUL TENDERS

- 36.1 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 the Services. No legal relationship will exist between Denel and a successful Tenderer for the supply of the Services until such time that Denel and successful Tenderer conclude the SLA.
- 36.2 Tenderer is bound by its Tender and all other documents forming part of the Tenderer's Response and, if selected as a successful Tenderer, must enter into a service level agreement with Denel on the basis of the Tender with or without further negotiation.

NO OBLIGATION TO ENTER INTO CONTRACT 37

Denel SOC Ltd Page 45 of 82 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.

38 TENDERER WARRANTIES

- 38.1 By submitting a Tender, a Tenderer warrants that:
- 38.1.1 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.
- 38.1.2 it did not use the improper assistance of Denel's employees or information unlawfully obtained from them in compiling its Tender;
- 38.1.3 it is responsible for all costs and expenses related to the preparation and lodgement of its Tender, and any future process connected with or relating to the Tendering Process;
- 38.1.4 it accepts and will comply with the terms set out in this RFT; and
- 38.1.5 It will provide additional information in a timely manner as requested by Denel to clarify any matters contained in the Tender.

39 DENEL'S RIGHTS

- 39.1 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:
- 39.1.1 cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract and/or SLA:
- 39.1.2 alter the structure and/or the timing of this RFT or the Tendering Process;
- 39.1.3 Amend any tender condition, tender validity period ,RFT specifications or extend the tender closing date , all before the tender closing date:
- 39.1.4 terminate the participation of any Tenderer or any other person in the Tendering Process;
- 39.1.5 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;
- 39.1.6 provide additional information or clarification;
- 39.1.7 negotiate with any one or more Tenderer;
- 39.1.8 call for new Tenders;

- 39.1.9 Reject any Tender that does not comply with the requirements of this RFT.
- 39.1.10 Not to Accept the lowest priced tender or any tender in part or in whole
- 39.1.11 Categories the tenders into different areas of expertise
- 39.1.12 Contact Site Visit at the Tenderers Offices or at Client's Site or office if so required
- 39.1.13 Consider the guideline and prescribes the hourly remuneration rates for consultants as provided in the National Treasury Instruction 01 of 2013\2014: Cost Containment Measures, where relevant.

40 GOVERNING LAWS

- 40.1 This RFT and the Tendering Process are governed by the laws of the Republic of South Africa.
- 40.2 All Tenders must be completed using the English language and
- 40.3 All costing must be in South African Rand.

41 MANDATORY QUESTIONS

41.1 Tenderers shall provide full and accurate answers to all (including mandatory) questions posed in this document, and, are required to explicitly state "Comply/Accept" or "Do not comply/Do not accept" (with a √ or an X) regarding compliance with the requirements. Where necessary, the Tenderers shall substantiate their response to a specific question.

NOTE: It is mandatory for Tenderers to complete or answer this part fully; failure to do so will result in the Tender being treated as incomplete and may be disqualified.

41.1

This Tender is subject to the GENERAL CONDITIONS	Accept	Do not accept
OF CONTRACTS (refer Annexure "L").		

41.2

Denel shall not be liable for any costs incurred by the	Accept	Do not accept
Tenderer in the preparation of response to this RFT. The		
preparation of Tender shall be made without obligation		
to acquire any of the items included in any Tenderer's		
proposal or to select any proposal, or to discuss the		
reasons why such vendor's or any other proposal was		
accepted or rejected.		

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Denel may request written clarification or further	Accept	Do not accept
information regarding any aspect of this proposal. The		
Tenderers must supply the requested information in		
writing within two working days after the request has		
been made, otherwise the proposal may be disqualified.		

41.4

In the case of Consortium, Joint Venture or	Accept	Do not accept
subcontractors, Tenderers are required to provide		
copies of signed agreements stipulating the work split		
and Rand value as well as the shareholding of all		
parties involved (certified)		

41.5

In the case of Consortium, Joint Venture or	Accept	Do not accept
subcontractors, Tenderers are required to provide		
mandatory documents this includes a BEE certificate for		
the lead company as well as all partners/associates		

41.6

By submitting a proposal in response to this RFT, the	Accept	Do not accept	
Tenderers accept the evaluation criteria as it stands.			

41.7

Only the solution commercially available at the proposal	Accept	Do not accept
closing date shall be considered. No Tenders for future		
solutions shall be accepted.		

41.8

The Tenderer should not qualify the proposal with own	Accept	Do not accept
---	--------	---------------

conditions.	
Caution: If the Tenderer does not specifically withdraw	
its own conditions of proposal when called upon to do	
so, the proposal response shall be declared invalid.	

Should the Tenderer withdraw the proposal before the	Accept	Do not accept
proposal validity period expires, Denel reserves the right		
to recover any additional expense incurred by Denel		
having to accept any less favourable proposal or the		
additional expenditure incurred by Denel in the		
preparation of a new RFT and by the subsequent		
acceptance of any less favourable proposal.		

41.10

In the case of a consortium or JV, each of the authorised	Accept	Do not accept
enterprise's members and/or partners of the different		
enterprises must co-sign this document/Tender		
submission.		

41.11

Any amendment or change of any nature made to this	Accept	Do not accept
RFT shall only be of force and effect if it is in writing,		
signed by Denel signatory and added to this RFT as an		
addendum.		

41.12

Failure or neglect by either party to (at any time) enforce	Accept	Do not accept
---	--------	---------------

any of the provisions of this proposal shall not, in any	
manner, be construed to be a waiver of any of that	
party's right in that regard and in terms of this proposal.	
Such failure or neglect shall not, in any manner, affect	
the continued, unaltered validity of this proposal, or	
prejudice the right of that party to institute subsequent	
action.	

No interest shall be payable on accounts due to the	Accept	Do not accept
successful Tenderer in an event of a dispute arising on		
any stipulation in the contract or payment delay's.		

41.14

Evaluation of Tenders shall be performed by an	Accept	Do not accept
evaluation panel established by Denel.		
Tenders shall be evaluated on the basis of conformance		
to the required specifications as outlined in the RFT.		
Points shall be allocated to each Tenderer, on the basis		
that the maximum number of points that may be scored		
for price is 80, and the maximum number of preference		
points that may be claimed for designated groups		
(according to the PPPFA) is 20.		

41.15

The Tenderer's response to this Tender, or parts of the	Accept	Do not accept
response, shall be included as a whole or by reference in		
the final contract.		

41.16

Should the evaluation of this Tender not be completed	Accept	Do not accept
within the validity period of the Tender, Denel has		
discretion to extend the validity period.		

41.17

Upon receipt of the request to extend the validity period of	Accept	Do not accept

the Tender, the Tenderer must respond within the		
required time frames and in writing on whether or not it		
agrees to hold its original Tender response valid under		
the same terms and conditions for a further period.		
41.18		
Should the Tenderer change any wording or phrase in this	Accept	Do not accept
document, the Tender shall be evaluated as though no		
change has been effected and the original wording or		
phrasing shall be used.		
L		
Signature(s) of Tenderer or assignee(s)		Date
Name of signing person (in block letters)		
Traine of digiting person (in block letters)		
Capacity		
Are you duly authorized to sign this Tender?		
Name of Tenderer (in block letters)		
Postal address and		
Domicilium citandi et executandi in the RSA (full street address	s of this place) (in block letters)
	•••••	
Telephone Number:FAX number		

Cell Number:

Email Address.....

PART D: STATEMENT OF WORK

1. PURPOSE

- **1.1** The purpose of this RFT is to obtain quotes from suitably bidders to supply and deliver firefighting truck to Denel Industrial Properties.
- **1.2** The specification of the struck is as stated below:
- **1.3** The truck should come with 5 years warranty and a 60 000km service plan
- 1.4 Proposed Maintenance plan of fire fight equipment
- **1.5** The vehicle should be registered under Denel proxy

2. SCOPE

2.1 MAKE & MODEL

Suitable 4x2 wheel drive chassis, with spares easily available in South Africa from the manufacturing company.

Suitable Original Equipment Manufacturer (OEM) four door forward control chassis/ tilt cab, with spares easily available in South Africa from the manufacturing company.

Cab must comply with Economic Commission of Europe (ECE) Safety Standards.

The overall height of the vehicle (OAH) must not exceed 2900 mm.

The vehicle must have 4 wheels at the rear.

2.2 STEERING

Right hand power steering.

2.3 FORWARD CONTROL TILT CAB

Must include

- Heater/defroster
- One (1) dome light, door activated
- 3-point seat belts on from outboard seats positions
- Black rubber floor covering
- Tinted glass, all windows
- Intermittent windshield wipers
- Keys all alike, ignition and cab doors
- Gauge cluster with English electronic speedometer and tachometer, engine oil pressure gauge, water temperature gauge and voltmeter
- Oil temperature gauge
- Electronic hour meter mounted in cluster
- A padded safety bar between the rear seats and front sears.
- A front mounted chromed bulbar complete with winch mounting plate must be provided on the front of the cab.
- The design of the bulbar must be to the satisfaction of the Chief Fire Officer.

Denel SOC Ltd RFT The bull bar must be fitted with four galvanized towing eyes.

2.4 CONTROLS AND INDICATORS IN DRIVERS CAB

In addition to chassis standard controls and indicators the following items must be installed in the drivers cab:

- visual warning for the main current being switched on
- visual warning for any of the equipment lockers being open
- visual warning for the rear axle being locked (if the feature is installed)
- switch with visual indication for all emergency lighting.
- switch with visual indication for siren unit
- microphone for the public address system
- Visual warning that pump is engaged
- Visual and audio warning for low water level in radiator.
- Visual warning that floodlight is extended.
- Visual warning that safety rails are extended.

2.5 WHEEL BASE

4500 mm

2.6 Gross Vehicle Weight (GVW)

18200kg

2.7 ENGINE

Diesel engine with a minimum output of 228kw at 1900 RPM and 1550nM at 1000-1350RPM. Must comply with Euro 5 emission standards.

2.8 TRANSMISSION

Automatic 6 speed transmission with torque converter must have at least one overdrive option to get to maximum top speed and factory fitted by the OEM

Transmission to be of the electronic type.

PTO functions to operate through the transmission computer to maintain constant revs.

PTO must be suitable for continuous operation with the fire pump at maximum flow.

2.9 FRAME

- Heat treated alloy steel.
- Two towing eyes must be fitted to the rear chassis.

2.10 FRONT AXLE: Non Driven, rigid knuckle of 6 700kg load capacity

2.11 SINGLE REAR AXLE: Single Live Axle with hypoid gearing, 11 500 kg capacity

2.12 SUSPENSION

Front: Twin leaf parabolic springs

Rear: Multilink parabolic springs

Twin tube shock absorbers front and rear

Stabilisers front and rear.

2.13 Tyre size:

Front: 315/80R 22.5 Rear: 315/80R 22.5

2.14 BRAKES

Dual circuit airbrakes with ABS.

Automatic slack adjusters

2.15 EXHAUST SYSTEM

Single exhaust system, horizontal muffler and tailpipe, aluminized steel, mounted on right side.

2.16 ELECTRICAL SYSTEM

24-volt electrical system, standard equipment

2.17 MASTER BATTERY SWITCH

A master battery switch must be provided.

If a solenoid type master switch, it must be of the continuous use type and the control must be located on the dash board.

2.18 FUEL TANK

Not less than 180 liters.

The bidders must diagrammatically indicate the location of the fuel tank. The filling point must not be higher than 1, 2 m.

2.19 CREW COMPARTMENT

- A crew compartment capable of seating four (4) crew members in a full enclosed, seated and belted position.
- Crew compartment seating must be able to accommodate 4 x SCBA brackets in rear crew cab complying with safety regulations with respect to G-Force, and must be ergonomically placed and operated.

2.20 SEAT BELTS

All seats must be fitted with SABS approved seat belts.

2.21 FRONT MUD FLAPS

Fixed aluminum / metal mud flaps to be mounted behind the front chassis wheels.

2.22 REAR AXLE MUD FLAPS

The rear tyres must have a set of mud flaps to be mounted behind the rear chassis wheels.

The mud flaps must be fitted in such a manner that it must not be entrapped under the wheels when reversing, or in off road conditions.

2.23 WINCH

A 24 volt 11000 kg electric reversible winch with 38m of 12.7mm galvanized aircraft type cable and a replaceable clevis hook must be mounted to the chassis frame extension centred at front bumper area, and be controlled with a 2.9m remote control switch.

The winch must be supplied with a snatch block and winch blanket.

2.24 PUMP

The pump must be Power Take off (PTO) driven of a size and design to mount on the chassis of a commercial truck, and have a low pressure capacity of 4500 LPM at 10 BARS at a lift of 3 meters, in accordance with European Norm (EN) 1028. The pump must be able to pump soiled water without negative impact.

The high pressure capacity must be 250 LPM at 40 BARS in accordance with EN 1028.

The pump must be driven by the truck chassis engine through a PTO.

The engine and PTO must provide sufficient horse-power and revs per minute (RPM) to enable the pump to meet and exceed the specified performance.

The entire pump, both suction and discharge passages, must be hydrostatically tested.

The pump must be fully tested at the pump manufacturer's factory and be free from hydraulic pulsation and vibration.

The pump body must be vertically split, for easy removal of impellers, wear rings and sealing gland assembly, from the pump without disturbing the mounting of the pump in the chassis. It must also be possible to remove all these items without disturbing the volute, manifolds and associated pipe work.

The pump must be capable of simultaneous multi pressure operation.

The water seal must be a self-adjusting mechanical type, incorporating a stationary spring-loaded hard carbon ring running against a rotating silicon carbide seat.

The seal must be pre-loaded during pump assembly and must require no maintenance or adjustments during its life.

The spring must be located on the dry side of the seal.

Packing glands or grease seals are not acceptable.

The pump must have a pressure relief system to ensure the high pressure cannot exceed 55 bars regardless of pump speed.

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The pump must include a thermal relief system to ensure that pump water temperature cannot exceed 50° C.

Upon shut down the high pressure pump must automatically drain into the low pressure stage from where the whole unit can be drained via a single point.

The valve handle controlling the high pressure stage must be easily accessible from the suction tube end of the unit.

When high pressure is not required low pressure water must be automatically available at the high pressure discharge outlets.

An electrically operated oilless primer, or automatic plunger or automatic water ring primer must be fitted.

The primer handle must be mounted on the pump control panel, if applicable.

The pump must be fitted with an electronic tachometer sensor.

The pump must have a 100mm (115mm lug distance) Storz inlet with a blank cap tied down with a nylon coated cable, on the eye of the pump, and the suction hoses must also be fitted with Storz couplings of the same diameter.

In addition the pump must have an additional inlet with a 65mm British Instantaneous male coupling that are connected to the tank to pump feed, that must automatically switch over from tank supply to external feed, via check valves and vice versa based on a pressure differential of 1 bar depending on the source of water supply.

The plumbing and valve arrangement must not impact on the ability of the pump to retain vacuum during open source operations.

2.25 DISCHARGE VALVES

Four (4) 65mm screw down discharge outlets must be provided at the rear in a side mount position.

Each outlet must be fitted with a 65mm British Instantaneous coupling complete with blank cap, with a 5mm hole to prevent pressure build up behind the blank cap. The blank cap must be tied down with a nylon coated cable.

Two x 100mm diameter hi vol side discharges with a NFPA or similar approved ball valve and a 115mm lug distance storz coupling and blank cap must be supplied. The blank cap must be tied down with a nylon coated cable. The side discharge must have a non-return valve .

2.26 PUMP PANEL

The pump panel must be situated directly above the rear mounted pump.

2.27 TANK LEVEL GAUGE – WATER / FOAM

A four light tank level gauge must be installed on the pump panel to monitor water / foam tank level.

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2.28 FOAM SYSTEM

- An electronically controlled foam system for class A and Class B foam must be fitted.
- The induction ratio for the class B foam must be from 1% to 9%, and should be able to individually and simultaneously supply each outlet, and the deck monitor, or when selected the 2 x 100mm outlet/s
- The induction ratio for the class A foam must be from 0.1% to 6%, and should be able to individually and simultaneously supply at least one outlet and the two crosslays.
- The system must have an automatic foam transfer capability for refilling the foam tanks from an external source.
- The vehicle must be fitted with a Compressed Air Foam System (CAFS), which is manufactured by the original pump manufacturer for the pump in question.
- The CAFS system must allow the simultaneous and alternative operation of the hose reels, and at least one 65mm delivery. Combination CAFS/ spray nozzles must be supplied for the 2 x hose reels, as well as for 1 x 65mm outlet.

There must be non-return valves between the foam system and water supply to prevent water or foam from pushing back into the foam tanks.

The foam system must be configured to be operated from an external source, as well as from the tank.

2.29 BOOSTER TANK

The booster tank must be rectangular in configuration and have a capacity of not less than 3000 liters. The entire tank must be manufactured from polyethylene or Glass Reinforced plastics.

The tank must have a combination vent and manual fill tower. The tower must be located in the left front corner of the tank.

The tank overflow must be 100mm diameter and must dump behind the rear wheels to permit maximum traction.

There must be two (2) standard tank openings; one for the tank to pump suction line with an antiswirl plate and one for a tank fill line.

Baffles may be in the form of baffle balls or fixed baffles, which must protect against any water surge during travel mode, irrespective of the volume of the content within the water tank.

The baffle ball design must be such as to ensure that it occupies less than 1 % of the tank content.

The baffles must ensure a free flow of 98 % of the tank contents during pumping operations.

The tank must be mounted on hard rubber cushions to isolate the tank from road shock and vibration.

The tank must be completely removable without disturbing or dismounting the apparatus body structure.

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The tank must be fitted with one (1) 65mm tank inlet.

The inlet must be provided with a non-return valve and a 65mm instantaneous adaptor and blank cap.

2.30 FOAM TANK

One (1) 100 liter Class A foam tank and one(1) 100 liter Class B foam tank must be provided for and form integral part of the water tank.

The foam tanks must have a pumping device to be filled from an external source.

The vehicle must be delivered with sufficient class A and 1x3% AR-AFFF class B foam to fill the tanks, as well as an extra 25 liter can of each type to test the foam system with.

2.31 25MM HOSE REEL DISCHARGE

The apparatus must be fitted with two 25mm compact electrical 90 degree rewind hose reels with a 508mm wide drum.

The frame and reel must be manufactured from zinc-coated mild steel, finish painted with a polyester powder coating.

A zinc plated mild steel rewind handle must be provided and mounted for each hose reel.

Each hose reel must be fitted with 30m x 25mm high pressure hose and a high pressure, pistol grip ball valve operated nozzle jet/fog nozzle suitable to disperse Compressed Air foam and/or water.

The rear corners of the bodywork must be protected by a stainless steel corner piece to protect from damage by the hose reels.

2.32 HOSE DECK

A hose deck with two adjustable dividers constructed from aluminum material must be provided for the length of the body from behind the crew cab.

A non-scratch shield must be fitted to the rear of the hose bed.

The deck area of the super structure must be provided with a self-lock collapsible safety rail that can be extended when staff is to work on the deck. It must be extendable and collapsible from a safe position on the left rear side of the vehicle. The safety rail must not protrude when collapsed.

The safety rail must not interfere with any gantry or suction hoses, and must have an indicator inside the cab at the driver's position to warn that it is extended.

The hose deck must be high enough and wide enough to accommodate $180m \times 100mm$ hose, as well as $184m \times 65$ mm hose and $140m \times 45mm$ hose in a flaked position. The hose deck must be designed to prevent the hose from coming off the deck while driving.

2.33 BODY AND COMPARTMENT FABRICATION

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The compartments must be fabricated from aluminium material.

This include compartment front panel, vertical side, and rear walls, door frames, compartment dividing walls, and compartment ceilings.

Structural integrity of the body must be guaranteed for a minimum of 10 years. Bidders must provide the details of how the integrity was determined.

The compartment floor construction must permit easy cleaning with a "sweep out" type design.

The compartment floor must have a minimum 100mm channel shaped for floor reinforcement.

All aluminium extrusions utilized, must be large dimension.

All the compartment doors must be fitted with aluminium roller shutter doors, designed for fire engine use.

Each roller shutter door must be fitted with a monitor that must monitor whether the roller door is securely closed.

No micro switches may be utilized for this function due to the high rate of failure.

A failsafe electrically operated central locking system must be provided and must be activated from inside the cab.

Each roller shutter door must be fitted with strip illumination within the shutter guide channel. The light must be activated on opening the roller shutter door.

The fabrication of the module must be constructed in a welding fixture.

Only stainless steel bolts, nuts, and sheet metal screws may be used in mounting exterior trim, hand-ware, or equipment.

The use of pop rivets in any portion of the body and compartment construction must not be acceptable, including attachment of trim or mouldings.

All compartments must be provided with louvered ventilation units in the lower back wall of the compartments.

These louvered vents must be approximately 150mm square.

There must be six (6) compartments in total, three on each side, full height and full depth.

This excludes the pump bay.

If the chassis requires the moving and relocating of components such as the battery, fuel tank and air tanks to allow for full height compartments, it must be done in a professional way, and not impede on any warranties or safety aspects.

The compartments above wheel arch must be at least 1330mm wide and 600mm deep, the forward compartments must have an inside depth measurement of not less than 600mm. and a width at the door opening of 930mm.

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The rear compartment must have an inside depth measurement of not less than 600mm. and a width at the door opening of not less than 850mm.

Compartments must be easily accessible at all heights, and a fold out step with hydraulic stays forming part of the wheel arch, as well as at all other locker compartments must be provided to access the compartments.

2.34 TOW HOOK

The vehicle must be fitted with a glove type tow hook fitted to the chassis to enabling towing of heavy duty trailers. The tow hook must be fitted with a shaft, as well as a ball connector.

The position of the tow hook must be in such a position that the vehicle must not be damaged while turning a 90 degree corner with a trailer in tow.

If the vehicle has a fold down step at the pump compartment, it must not limit the ability to fit a tow hook.

In addition, the vehicle must be wired and supplied with an air connection for air brakes to the trailer.

2.35 24 VOLT WIRING SYSTEM

The apparatus must be equipped with a heavy-duty 24 volt wiring system.

The system must include all parts, components, switches, relays, and wiring to insure complete operation.

All wiring must be performed by an accredited and certified Auto Electrician.

2.36 SECOND BATTERY SET

A second set of batteries must be provided and must duplicate the vehicle's primary set of batteries. All auxiliary equipment must be powered from the secondary battery set. The system must be so connected that, with the engine stationery, the battery sets must be disconnected from each other. When the alternator is charging (engine running), the battery sets must be connected in parallel by means of a DC to DC battery management system. The alternator must be connected to the primary set of batteries.

The secondary batteries must be lead crystal batteries.

2.36.1 Battery Charger

A battery trickle charging system must be installed and connected directly to the shoreline to ensure the batteries remain fully charged while the vehicle is in the fire station. The shoreline connection must be located adjacent to the crew seat. A pilot light must be provided on the dash to indicate when the electrical supply is connected to the charging system.

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2.36.2 Electrical Lead

A 25m electrical lead must be supplied to connect the charger to the electrical supply.

2.37 ELECTRICAL INSTALLATION

Electrical wiring and equipment must be installed utilizing the following:

- All holes made in the body and cab roof must be caulked with silicone. Large fender washers, liberally caulked, must be used when fastening equipment to the underside of the cab and crew cab roof.
- Any electrical component that is installed in an exposed area must be mounted in a
 manner that must not allow moisture to accumulate in it. Exposed area is defined
 as any location outside of the cab or body.
- A coil of wire must be provided behind an electrical appliance to allow them to be pulled away from mounting area for inspection and service work.
- Corrosion preventative compound must be applicable to all terminal plugs located outside of the cab or body.
- All lights that have their sockets in a weather exposed area must have corrosion preventative compound added to the socket terminal area.
- All electrical terminals in weather exposed areas must have silicone applied completely over the metal portion of the terminal.
- Loom must be provided over all-weather exposed wiring.
- The original vehicle standard light cluster must be fitted at the rear of the vehicle.
- Light functions must include running lights, brake lights, turn signal lights and back-up lights.
- One (1) 100 mm circular single bulb light or LED strip lights must be mounted in each body compartment and must be wired to a master on/off rocker switch on the cab dash. The light must be in a resilient shock absorbent mount for improved bulb life. The wiring connection must be made with a weather resistant plug in style connector. A compartment light with a switch must be installed to illuminate the pump area for service.
- A license plate light must be installed on the rear of the vehicle.
- Two (2) lights or LED strip lights must be mounted under a light shield directly above each pump panel. The work light switch in the cab must activate the lights when the park brake is set.

2.38 SIREN SYSTEM

One (1) 24 volt PA Siren system must be supplied and fitted to the vehicle dashboard One (1) 100 watt speaker must be provided and fitted.

A solid state electronic siren to the satisfaction of the Chief Fire Officer with attached noise-canceling microphone must be installed.

Operating modes must include Hi-Lo, yelp, wail; P.A., air horn and radio re-broadcast, and must include a Tap feature

2.39 WARNING LIGHTS

- A suitable light bar to comply with NFPA 1901 must be mounted on the cab roof of the vehicle
- Two (2) red 360 degree LED lights with a polycarbonate base, a single 55-watt halogen lamp, and a twist-on dome must be mounted at the rear of the vehicle. The lights must be visible at a 30 degree angle from ground level from the back and the sides of the vehicle.
- Two alternating flashing red LED lights must be mounted at the rear of the vehicle on each side, not smaller than 120 mm x 70mm.

2.40 LOWER LEVEL WARNING LIGHTS

Four (4) Light Emitting Diode (LED) flashing safety warning lights and eight (8) halogen lights, all with red lenses, must be provided. Lower level warning lights must be mounted as follows to comply with NFPA 1901:

- Zone A Four (4) LED flashing safety warning lights on the front of the apparatus facing forward, one (1) on each side above the headlights and inboard of the front turn signals, forming a downward V pattern.
- Zone B Seven (7) LED flashing safety warning lights on each side of the apparatus One (1) 6 cluster LED flashing safety warning light at the forward-most point (as is practical) mounted on the front bumper, one (1) 6 cluster LED flashing safety warning light at the rearward-most point (as is practical), and four (4) x 4 cluster LED flashing lights located across the rub rail.
- Zone C Four x 6 cluster LED flashing safety warning light at the rear of the apparatus, mounted in the rub rail, two '(2) on each side, facing rearward.
 - A lighted rocker switch on the cab instrument panel, labelled "Lower Level Warning" must control the lights.

2.41 WORK LIGHTS

At least two work lights must be fitted to the rear of the vehicle with on / off switches operated from the work deck area.

2.42 HYDRAULIC LADDER GANTRY

A hydraulic ladder gantry must be mounted on the right side of the body.

The gantry must allow for removal of the ladder from the ground position without having to get on to the vehicle.

The gantry must be secured sufficiently to prevent from swaying whilst driving.

2.43 BEAM SUCTION HOSE GANTRY

A manually or electric drive beam suction hose gantry must be mounted on the left side of the body.

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The gantry must house the suction hoses and a basket stretcher, and allow for removal of the items without having to get on to the vehicle.

The gantry must be secured sufficiently to prevent from swaying whilst driving.

2.44 FLOODLIGHT

- A pneumatic light mast with 2000 watt lights or equivalent capacity LED lights, as well as a suitably powered generator of 2500 kva must be supplied and fitted
- The mast must house automatically as soon as the parking brake is disengaged.

2.45 PUMP ADAPTOR

A three way pump adaptor to fit the pump, with non-return valves and two 65mm British Instantaneous (BI) male inlets and one 115mm lug distance storz inlet must be supplied.

The adaptor when fitted must not protrude in a manner preventing the pump bay to be closed.

2.46 AUXILLIARY EQUIPMENT

All equipment for which a NFPA and/or EN standard exists must comply with the standards.

- 1x National Fire Protection Association (NFPA) approved aluminium ladder of 7.3m –2 sections, as well as a roof ladder, mounted horizontally on the top of the vehicle on a suitable purpose made gantry, or hydraulic lowering arm.
- Two by three meter hard suction hoses with 115mm lug distance storz couplings, mounted in a suitable rack.-consider the Morris couplings
- 1x 2.8 m ceiling hook
- 1x flat headed axe
- 1 x pick headed axe, manufactured for the fire service.
- 1 x chrome barrel strainer fitting the suctions (Storz)
- 1 x Low level strainer fitting the suction hoses (Storz)
- 1 x Pry Axe
- 1 x Hydraulic Door Breaker.
- 1 x Halligan Tool
- 4 x Storz Spanners
- Rubber Mallet
- 1 x 18 m x 18mm Static Suction Hose Rope
- 1 x 2.5 kva Generator
- 1 x Electrical reel with 30m cable
- 1 x Carborundum Cutter
- 1 x Chainsaw with 720 mm blade.
- 1 x 100mm Woodlands to 115mm storz adaptor.
- 1 x 100mm Woodlands to 65mm British Instantaneous Female coupling adaptor.
- 1 x Bayonette type Standpipe, key and bar.
- 1 x LRT thread type Standpipe, key and bar.
- 1 x LVT thread type standpipe.
- 1 x Pretoria type hydrant adaptor.
- 1 x Fourway hydrant Key
- 1 x Hydrant Wheel
- 1 x 18 inch Positive Pressure ventilator.

- 6 x 30 m x100mm Type 3 fire hose with Storz Couplings
- 6 x 23 m x 65mm type 3 fire hose with BI couplings
- 6 x 23m x 45mm Double Jacket fire hose with BI couplings
- 4 x 225I/min to 900I/min adjustable nozzles.(suitable to operate at low pressure)
- 4 x low Expansion foam attachments to fit the nozzles.
- 1 x 400 lpm spear branch (1.2 m with British Instantaneous coupling)
- 2 x 450l/min inductor.
- 1 x 450l/min medium expansion foam branch.
- 1 x 65mm British Instantaneous male couplings to 115mm lug distance Storz adaptors.
- 1 x 3 x 65mm Hand Controlled British Instantaneous female coupling to 115mm lug distance Storz divider. (Water thief)
- 1 x Heavy duty 3mx 3m PVC salvage sheet, with tie down holes
- 1 x Heavy duty 6mx 6m PVC salvage sheet, with tie down holes
- 2 x 9kg DCP extinguishers
- 2 x 6.9 kg Carbon Dioxide extinguishers.
- 2 x Safety Fuel Cans (10 litre capacity each)
- 1 x set of heavy duty wheel chocks, suitable for the vehicle as offered.
- 1 x Spade
- 1 x Shovel
- 2 x Heavy duty Industrial broom
- 1 x 800mm Crow bar
- 1 x medium bolt cutter (Solid arms and replaceable blades)
- 1 x large bolt cutter (Solid arms and replaceable blades)
- 1 x 1.8kg hammer
- 1 x sledge hammer
- 12 x 450 mm Road Traffic Cones with reflective sleeve.
- 1 x Hand controlled Dividing Bridging Piece
- 1 x Foldable Drum Trolley
- 1 x Sill shortening tool
- 1 x Vehicle Stabilization kit
- 1 x Confined Space ventilator
- 1 x SRS protector
- 1 x Glass Management Kit
- 1 set Soft Edge Protection
- 1 set Steps and Chocks
- 1 x Patient protection shield
- 1 x Basket Stretcher with lifting bridle.
- 1 x Complete BAA jump bag
- 1 x set of heavy duty wheel chocks, suitable for the vehicle as offered

1. Price proposal

Tenderers must complete the table for the Schedule of Rates below and submitted as a pricing proposal. Failure to submit this document will result in the Tenderer's submission being disqualified

2. Pricing

All prices must be quoted in South African Rand on a fixed price basis, excluding VAT.

3. Prices Subject to Confirmation

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

4. Binding Offer

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

5. Delivery

Delivery of the goods shall be made by the supplier in accordance with the documents and terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified.

6. 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:

- 6.1 Modify the RFT's service(s) and request Tenderers to re- tender on any changes;
- 6.2 Reject any Tender which does not conform to instructions and specifications which are detailed herein;
- 6.3 Not necessarily accept the lowest priced Proposal or an alternative Tender;
- 6.4 Reject all Tenders/Proposals, if it so decides;
- 6.5 Award only a portion of the proposed service(s) which are reflected in the scope of this RFT:
- 6.6 Split the award of the instruction(s) between more than one service provider should it at Denel's discretion be more advantageous in terms of, amongst others, cost or developmental considerations; or make no award at all:
- 6.7 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;
- 6.8 Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 6.9 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

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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 guoted price, even after they have been issued with a Letter of Regret;

- 6.10 Not clarify the price as submitted in case of arithmetical errors, given time restrictions:
- 6.11 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 conclusion of the contract, is proved to have been incorrect:
- 6.12 Award Tender to the highest scoring Tenderer/s unless objective criteria justifies the award to another Tenderer; and/or

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.

7. PAYMENT TERMS

The service provider shall note and accept Denel's payment terms as the standard of 30 days after month-end statement

8. SCHEDULE OF RATES / PRICE

The pricing schedule consists of a table. Tenderers are to provide their pricing in table format and return the table with their full Tenders.

RATES FOR CALL OUT

DESCRIPTION	QUANTITY	PRICING
Cost of Vehicle	1	
Cost of firefighting equipment	1	
Cost of vehicle service plan	1	
Cost of equipment service plan	1	
Cost of vehicle registration	1	
Cost for vehicle delivery	1	

TOTAL COST:
VAT:
GAND TOTAL:

NOTE: Annexure A must be put in the Envelope for "Price and Preference" as prescribed in Clause 4.1 above.

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Executive Summary

The Tenderer must prepare and submit with the Tender a brief profile as Annexure "B" addressing the following:

1. Company background (a company profile, if available, must be attached);

SBD 2

Annexure "C"

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of Tender that the taxes of the successful Tenderer must be in order, or that

Satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Tenderer's tax obligations.

- 1) In order to meet this requirement TENDERERS are required to complete in full the attached form TCC 001
- 2) "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally.
- 3) The Tax Clearance Certificate Requirements are also applicable to foreign TENDERERS / individuals who wish to submit Tenders.
- 4) SARS will then furnish the Tenderer with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 5) The original Tax Clearance Certificate must be submitted together with the Tender. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the Tender. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 6) In Tenders where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate
- 7) Tax Clearance Certificate 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 8) Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

SBD2 tax clearance

Note: Valid Original Tax Clearance Certificate is mandatory (TENDERERS may also provide Tax Compliance Pin)

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DECLARATION OF INTEREST

1. Is the Tenderer or any person connected with or employed by the Tenderer or an entity which forms part of the Tenderer, aware of any fact which may give rise to an actual or perceived conflict of interest on the part of the Tenderer, DENEL or any person involved in the evaluation or adjudication of this Tender?

YES NO

2.	If the answer to 1 above is "Yes", TENDERERS are required to set out, in detail immediately below, the facts which may give rise to an actual or perceived conflict of interest and identify the individuals to which those facts relate.
3. lr	n addition, TENDERERS are required to complete the following:
3.1.	Full Name of Tenderer or his or her representative:
3.2.	Identity Number:
3.3.	Position occupied in the Company (director, trustee, shareholder1):
3.4.	Company Registration Number:
3.5.	Tax Reference Number:
3.6.	VAT Registration Number:
3.7.	The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / personnel numbers must

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^{1 &}quot;Shareholder" means a person who owns shares in the company.

be indicated in paragraph 4 below.

3.8.	Are you or any person connected with the Tenderer presently e	mployed by	the state?
		YES	NO
	If so, furnish the following particulars:		
	Name of person / director / trustee / shareholder/member:		
	Name of state institution at which you or the person connected to employed:	o the Tende	rer is
	Position occupied in the state institution:		
	Any other particulars:		
	3.8.1.If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	YES	NO
	If yes, did you attach proof of such authority to the Tender to submit proof of such authority, where applicable, may reof the Tender.)		
	If no, furnish reasons for non-submission of such proof:		
3.9.	Did you or your spouse, or any of the company's directors/ trusted members or their spouses conduct business with the state in the		
		YES	NO
	If so, furnish particulars:		
	, , , , , , , , , , , , , , , , , , ,		

3.10.	Do you, or any person connected with the Tenderer, have any relationship (family, friend other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this Tender?					
				YES	NO	
	If so, furnish particular	S:				
3.11.	friend, other) between	any other Tendere	e Tenderer aware of any r and any person employ or adjudication of this Ten	ed by the s		
				YES	NO	
	If an formal and antique	_				
	If so, furnish particular					
3.12.	Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are Tendering for this contract?					
	oonaoe.			YES	NO	
	If so, furnish particular	s:				
4. Fu	ull details of owners, d	irectors / trustees	/ members / shareholde	ers.		
Full N	ame	Identity Number	Personal Tax Reference Number	State Number Number	Employee / Persal	

DECLARATION			
I, THE UNDERSIGNED (NAM	E)		
CERTIFY ON BEHALF OF TO DECLARATION IS CORRECT		HAT THE INFORMATION	N FURNISHED IN THIS
I ACCEPT THAT THE STATE OF PARAGRAPH 15 OF THE DECLARATION PROVE TO E	GENERAL COND		
Signature		Date	
Position		Name of Tend	erer

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Annexure "E"

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT **REGULATIONS 2017**

This preference form must form part of all Tenders invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE. AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS. 2017.

1. **GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to all Tenders:
 - 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

- a) The value of this Tender is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 preference point system will be applicable to this tender (delete whichever is not applicable for this tender).
- 1.3 Points for this Tender shall be awarded for:
 - (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this Tender are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a Tenderer to submit proof of B-BBEE Status level of contributor together with the Tender will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser 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 purchaser.

2. **DEFINITIONS**

(a) "B-BBEE" means broad-based black economic empowerment as defined in section 1

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RFT

of the Broad-Based Black Economic Empowerment Act;

- (b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) "**Tender**" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive Tendering processes or proposals;
- (d) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- **(e)** "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) "Functionality" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) "prices" includes all applicable taxes less all unconditional discounts;
- (h) "proof of B-BBEE status level of contributor" means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- "QSE" means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) "rand value" means the total estimated value of a contract in Rand, calculated at the time of Tender invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 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 9

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

Where

Ps = Points scored for price of Tender under consideration

Pt = Price of Tender under consideration

Pmin = Price of lowest acceptable Tender

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a Tenderer for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of 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

	5.	TEN	NDER	DECL	ARA	TION
--	----	-----	-------------	------	-----	------

5.1 TENDERERS who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor:. =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	NO	

- 7.1.1 If yes, indicate:
 - i) What percentage of the contract will be subcontracted.....%
 - ii) The name of the sub-contractor.....
 - iii) The B-BBEE status level of the sub-contractor......
 - iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)
YES NO

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

EME	QSE		
$\sqrt{}$	\checkmark		
OR			
	1		

8.	DECLARATION WITH REGARD TO COMPANY/FIRM	
8.1	Name company/firm:	O ¹
8.2	VAT number:	registration
8.3	Company number:	registration
8.4	TYPE OF COMPANY/ FIRM	
	Partnership/Joint Venture / Consortium One person business/sole propriety Close corporation Company (Pty) Limited [TICK APPLICABLE BOX]	
8.5	DESCRIBE PRINCIPAL BUSINESS ACTIVITIES	
	COMPANY CLASSIFICATION	

Denel SOC Ltd RFT Manufacturer Supplier Professional service provider
Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

- 8.6 Total number of years the company/firm has been in business:.....
- 8.7 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
 - iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
 - (a) disqualify the person from the Tendering process;
 - 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 by the National Treasury 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.

WITNESSES 1	SIGNATURE(S) OF TENDERERS(S)
2	ADDRESS

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DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Tendering Document must form part of all Tenders invited.
- It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The Tender of any Tenderer may be disregarded if that Tenderer, or any of its directors have
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. Failed to perform on any previous contract.
- In order to give effect to the above, the following questionnaire must be completed and submitted with the Tender.

tem 4.1	Is the Tenderer or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes Yes	No \
4.1.1	If so, furnish particulars:		
4.2	Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the Tenderer or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No

Denel SOC Ltd

4.3.1	If so, furnish particulars:			
4.4	Was any contract between the Tenderer and any o terminated during the past five years on account of on or comply with the contract?			
4.4.1	If so, furnish particulars:			
CERTIFICATION				
CEF	HE UNDERSIGNED (FULL NAME)RTIFY THAT THE INFORMATION FURNISHED ON CORRECT.			
I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY E TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.				
 Sigr	nature	Date		
Pos	ition	Name of Tenderer		

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

- 1 This Standard Tendering Document (SBD) must form part of all Tenders¹ invited.
- Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive Tendering (or Tender rigging).² Collusive tendering is a *per se* prohibition meaning that it cannot be justified under any grounds.
- Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the Tender of any Tenderer if that Tenderer, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the Tendering process or the execution of that contract.
- This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when Tenders are considered, reasonable steps are taken to prevent any form of Tender-rigging.
- In order to give effect to the above, the attached Certificate of Tender Determination (SBD 9) must be completed and submitted with the Tender:
- ¹ Includes price quotations, advertised competitive Tenders, limited Tenders and proposals.
- ² Tender rigging (or collusive Tendering) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a Tendering process. Tender rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Tender:
(Tender Number and Description)
in response to the invitation for the Tender made by:
(Name of Institution)
do hereby make the following statements that I certify to be true and complete in every respect:
I certify, on behalf of:that:
(Name of Tanderer)

- (Name of Tenderer)
- 1. I have read and I understand the contents of this Certificate;
- 2. I understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3. I am authorized by the Tenderer to sign this Certificate, and to submit the accompanying Tender, on behalf of the Tenderer;
- 4. Each person whose signature appears on the accompanying Tender has been authorized by the Tenderer to determine the terms of, and to sign the Tender, on behalf of the Tenderer:
- 5. For the purposes of this Certificate and the accompanying Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - (a) Has been requested to submit a Tender in response to this Tender invitation;
 - (b) Could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - (c) Provides the same goods and services as the Tenderer and/or is in the same line of business as the Tenderer
- 6. The Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive Tendering.
- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

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- (a) prices;
- (b) geographical area where product or service will be rendered (market allocation)
- Methods, factors or formulas used to calculate prices; (c)
- (d) The intention or decision to submit or not to submit, a Tender;
- The submission of a Tender which does not meet the specifications and (e) conditions of the Tender; or
- Tendering with the intention not to win the Tender. (f)
- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this Tender invitation relates.
- 9. The terms of the accompanying Tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
 - ³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

SignatureDate		
G		
Position Name of Tenderer		

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Annexure "H"

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"

Tenderers are required, as Annexure "I" to their Tenders, to submit certified copies of the latest share certificates of the company as well of all relevant companies

Annexure "J"

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"

Tenderers are required to include, as Annexure "K" to their Tenders, supporting documents to their responses to the Mandatory Evaluation Criteria. These will include:

- Bidder is a South African- owned and registered Supplier / Service Provider operating primarily within the regions where Denel's business divisions are located (bidder must provide proof thereof)
- Valid BBBEE Certificate
- Proof of registration with the Central Supplier database
- Certified copy of the Company Registration with CIPC
- Cancelled Cheque or Original letter from the Bank issued on a bank letterhead with stamp
- Certified copies of all shareholder certificates and ID copies of the shareholders
- Copy of the organisation's share holder agreement (if applicable)

Annexure "L"

General Conditions of Contract

Annexure "M"

CSD Registration Summary Report