



KWAZULU-NATAL PROVINCE

ECONOMIC DEVELOPMENT, TOURISM
AND ENVIRONMENTAL AFFAIRS
REPUBLIC OF SOUTH AFRICA

Invitation to Tender – ZNT 06 EDTEA 2025/2026

KwaZulu-Natal Department of Economic Development, Tourism and Environmental Affairs

Suitable and capable service providers are invited to bid for: **Appointment of Service Provider for supply and commissioning an CAT5 Aircraft Rescue Fire Fighting vehicle, accompanying equipment, maintenance plan and training which is South African Civil Aviation Authority Compliant for delivery to Mkhuze Airport (uMhlosinga Development Agency) over a 19-month period.**

Collection of Bid Documents

Bid documents can be downloaded from www.etenders.gov.za / www.kznedtea.gov.za

COMPULSORY Briefing Session (APPLICABLE)

<u>Venue:</u>	<u>Date:</u>	<u>Time:</u>
<u>DUBE TRADE PORT 4th FLOOR, BOARDROOM 2</u> <u>DURBAN</u>	<u>18 SEPTEMBER 2025</u>	<u>09:00</u>

Queries relating to the issue of these documents may be addressed to SCM Office

Tel. No. (033) 264 2579/2862:

E-mail: bids@kznedtea.gov.za

Closing Date: 10 October 2025

The closing time for receipt of Tenders is 11h00.

Telegraphic, telephonic, telex, facsimile, e-mail and late Tender Proposals will not be accepted.

**KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS
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PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	ZNT 06 EDTEA 2025/2026	CLOSING DATE:	10 October 2025	CLOSING TIME:	11H00 AM
DESCRIPTION	Appointment of Service Provider for supply and commissioning an CAT5 Aircraft Rescue Fire Fighting vehicle, accompanying equipment, maintenance plan and training which is South African Civil Aviation Authority Compliant for delivery to Mkhuze Airport (uMhlosinga Development Agency) over a 19-month period.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
270 JABU NDLOVU STREET					
PIETERMARITZBURG					
3201					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	SCM Office		CONTACT PERSON	Mr. Mark Hempson	
TELEPHONE NUMBER	(033) 264 2579/2862		TELEPHONE NUMBER	082 887 5167	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	bids@kznedtea.gov.za		E-MAIL ADDRESS	Mark.hempson@kznedtea.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

SECTION B: LIST OF ALL RETURNABLE & COMPULSORY DOCUMENTS

The bidder shall complete and submit the following returnable schedules and documents:

Section/ Schedule	Description	Compulsory (Yes / No)	Non- Submission will render bidders non- responsive (Yes/No)	Compulsory (Yes / No) For BID Evaluation Purposes	Yes	No	N/A
Prospective Service Providers MUST complete the following as per the BID document:							
Part A	Invitation to BID	Yes	Yes	Yes			
Part B	Terms and Conditions for bidding (SBD 1)	Yes	Yes	Yes			
Section C	Special Instructions regarding completion of bid	Yes	Yes	Yes			
Section D	Registration on Central Suppliers Database	Yes	Yes	Yes			
Section E	Declaration that information on Central Suppliers database is correct and up to date	Yes	Yes	Yes			
Section F	Pricing Schedule (SBD 3.1)	Yes	Yes	Yes			
Section G	Pricing schedule (SBD 3.3) (Professional services)	Yes	Yes	Yes			
Section H	Bid Offer	Yes	Yes	Yes			
Section I	Bidder's disclosure form (SBD4)	Yes	Yes				
Section J	Preference Points Claim Form In terms of the Preferential Procurement Regulations 2022 (OWNERSHIP DEMOGRAPHIC SCHEDULE)	Yes	Yes	Yes			
Section K	Questionnaire Replies - To be only included when BIDs for goods are involved.			Yes If applicable			
Section L	Official Briefing session form	Yes	Yes	Yes			
Section M	Special Conditions of Contract	Yes	Yes	Yes			
Section N	General Conditions of Contract	Read only					

Section/ Schedule	Description	Compulsory (Yes / No)	Non- Submission will render bidders non- responsive (Yes/No)	Compulsory (Yes / No) For BID Evaluation Purposes	Yes	No	N/A
Section O	Authority to Sign a BID	Yes	Yes	Yes			
Section P	Schedule variations from good and services information			Yes If applicable			
Annexure A	Terms of Reference	Yes	Yes	Yes			
Annexure B	Evaluation Grid	Yes	Yes	Yes			
Annexure C	CV Format	Yes	Yes	Yes			
Annexure D	Statement of exclusivity and availability	Yes	Yes	Yes			

SECTION C: SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Use of erasable pen is prohibited
15. Bids will be opened in public as soon as practicable after the closing time of bid.
16. Where practical, prices are made public at the time of opening bids.
17. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
18. Bidder must initial each and every page of the bid document.

SECTION D: REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should self-register on the CSD website www.csd.gov.za
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;
 - 3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favorable bid is accepted or less favorable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**
5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

**SECTION E: DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS
CORRECT AND UP TO DATE**

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative), WHO
REPRESENTS (state name of bidder)CSD Registration
Number.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND
REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING
THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE
BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

SECTION F: PRICING SCHEDULE – FIRM PRICES

(PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number: ZNT 06 EDTEA 2025/2026
Closing Time 11:00	Closing date: 10 October 2025

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	Unit Price	Total for each unit
1				
2				
3				
4				
SUB-TOTAL				
VAT AT 15%				
GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)				

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm/not firm
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

SECTION G: PRICING SCHEDULE**(Professional Services)**

Name of bidder.....	Bid number... ZNT 06 EDTEA 2025/2026
Closing Time 11:00	Closing date... 10 October 2025

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	DESCRIPTION	BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)

- The accompanying information must be used for the formulation of proposals
- Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

- PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

- PERSON AND POSITION

HOURLY RATE

DAILY RATE

.....	R.....
.....	R.....
.....	R.....
.....	R.....
.....	R.....

- PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

.....	R..... days
.....	R..... days
.....	R..... days
.....	R..... days
.....	R..... days

- Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R
.....	R
.....	R
.....	R
.....	R

TOTAL: R.....

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R
.....	R
.....	R
.....	R
.....	R

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid

7. Estimated man-days for completion of project

8. Are the rates quoted firm for the full period of contract?

*YES/NO

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

.....

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:

SECTION H: BID OFFER

(To be completed by Bidder)

BID NUMBER: ZNT 06 EDTEA 2025/2026: Appointment of Service Provider for supply and commissioning an CAT5 Aircraft Rescue Fire Fighting vehicle, accompanying equipment, maintenance plan and training which is South African Civil Aviation Authority Compliant for delivery to Mkhuze Airport (uMhlosinga Development Agency) over a 19-month period

1. BID PRICE INCLUDING VAT: R.....
2. AMOUNT IN WORDS:
.....
3. TIME FOR COMPLETION/ DELIVERY:calendar months

NAME OF BIDDER:	SIGNATURE	DATE:
.....

FOR OFFICE PURPOSES ONLY

IMPORTANT
Mark appropriate block with "X"

- | | | | |
|---|-----|----|--|
| 1. HAVE ANY ALTERATIONS BEEN MADE? | YES | NO | |
| 2. HAS AN ALTERNATIVE BID BEEN SUBMITTED? | YES | NO | |
| 3. IF APPLICABLE: DID THE BIDDER ATTEND THE OFFICIAL BRIEFING SESSION/ COMPULSORY SITE INSPECTION? | YES | NO | |

SECTION I: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1. If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2. Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1. If so, furnish particulars:

.....

2.3. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION

03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS

DECLARATION PROVE TO BE FALSE.

..... Signature Date
..... Position Name of bid der

² 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.

SECTION J: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the **80/20** preference point system.

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

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of quotation invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets

through public auctions; and

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

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

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

or

$$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Documents to be submitted to claim points
Preference Goal 2- RDP			
Geographical Location (KZN based)	20		Completed SBD 6.1, Completed ownership demographic form, Utility bill letter/letter from the ward councilor/ lease agreement/Account statement and CIPC certificate
Total	20		

4.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.4. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

OWNERSHIP DEMOGRAPHIC SCHEDULE

- ✓ Kindly provide the percentage ownership for each owner according to the following demographic categories; African Male, African Female, Coloured Male, Coloured Female, Indian Male, Indian Female, White Male, White Female, Youth, Disabled, Co-operative and Other.

N O.	ID NUMBER	% AFRICAN		% COLOURED		% INDIAN		% WHITE		% YOUTH	% DISABLED	% CO- OPERATIVE	% OTHER (Specify)
		MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE				
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
TO TA L													

SECTION K: QUESTIONNAIRE REPLIES

1. Are the prices/rates quoted firm?
2. Is the delivery period stated firm?
3. How will delivery be affected?
4. Is the equipment guaranteed for a minimum period of six months?.....
5. Are you the accredited agents in the RSA for the manufacture/supply of the goods offered by you?
.....
6. What is the address in the RSA (preferably in the Province of KwaZulu-Natal) where machine/goods as offered by you can be inspected under working conditions?
7. What is the approximate value of spares carried in stock in the RSA for this particular make and model of machine?
.....
8. Where is stock held?
9. What facilities exist for the servicing of the machine/goods offered?
.....
10. Where are these facilities available?
11. What are the names and addresses of the factories where the goods will be manufactured and, if required, inspected?
.....
12. Is a special import permit require.....?

.....
SIGNATURE OF BIDDER
(PRINT NAME)

.....
DATE

N.B.: THIS FORM IS ONLY TO BE INCLUDED AND COMPLETED WHEN APPLICABLE TO THE QUOTATION

SECTION L: OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE**COMPULSORY**

N. B.: THIS FORM IS ONLY TO BE INCLUDED AND COMPLETED WHEN APPLICABLE TO THE BID.

Site/building/institution involved: Department of Economic Development, Tourism and Environmental Affairs

Bid No: ZNT 06 EDTEA 2025/2026

Service: *Appointment of Service Provider for supply and commissioning*

an CAT5 Aircraft Rescue Fire Fighting vehicle, accompanying equipment, maintenance plan and training which is South African Civil Aviation Authority Compliant for delivery to Mkhuze Airport (uMhlosinga Development Agency) over a 19-month period.

<u>Venue:</u>	<u>Date:</u>	<u>Time:</u>
<u>DUBE TRADE PORT 4TH FLOOR, BOARDROOM 2</u> <u>DURBAN</u>	<u>18 of September 2025</u>	<u>09:00</u>

THIS IS TO CERTIFY THAT (NAME).....ON BEHALF OF.....

ATTENDED THE OFFICIAL BRIEFING ON..... (DATE)AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE SERVICE TO BE RENDERED.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE
(PRINT NAME)

DATE:

.....
SIGNATURE OF DEPARTMENTAL REPRESENTATIVE
(PRINT NAME)

DEPARTMENTAL STAMP:
(OPTIONAL)

DATE:

SECTION M: SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

The offers must remain valid for a period of 120 days from the closing date of the submission of bids.

1. CONTRACT PERIOD

1.1 36 Months

2. EVALUATION CRITERIA

There are *(four (4) evaluation phases)* main stages in the selection process, namely, **Administrative Compliance, Functionality, Price and Preference points (Specific goals) and price negotiation.**

2.1 Step 1 - Administrative Compliance

Check and verify compliance with the submission and completion of compulsory bid documents viz Sections A to P. Failure to comply with any of the sections contained in the bid document that constitute step one will render the bid invalid

The following documentation must be submitted:

CRITERIA		YES	NO	REMARKS
SECTION A PART A	INVITATION TO BID (SBD 1)	X		
SECTION A PART B	TERMS AND CONDITIONS FOR BIDDING (SBD 1)	X		
SECTION B	LIST OF RETURNABLE AND COMPULSORY DOCUMENTS	X		
SECTION C	SPECIAL INSTRUCTIONS REGARDING COMPLETION OF BID			Read only
SECTION D	REGISTRATION ON CENTRAL SUPPLIERS DATABASE	X		
SECTION E	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIERS DATABASE	X		
SECTION F	PRICING SCHEDULE FIRM PRICES (SBD 3.1) OWNERSHIP DEMOGRAPHIC SCHEDULE)	X		
SECTION G	PRICING SCHEDULE PROFESSIONAL SERVICES	X		
SECTION H	BID OFFER	X		
SECTION I	BIDDER'S DISCLOSURE (SBD 4)	X		
SECTION J	PREFERENCE POINTS CLAIM FORM (SBD 6.1)	X		
SECTION K	QUESTIONNAIRES REPLIES	X		If Applicable
SECTION L	COMPULSORY BRIEFING SESSION	X		
SECTION M	SPECIAL CONDITIONS OF CONTRACT	X		
SECTION N	GENERAL CONDITIONS OF CONTRACT			Read only
SECTION O	AUTHORITY TO SIGN THE BID	X		
SECTION P	SCHEDULE VARIATION FROM GOODS OR SERVICES INFORMATION			If applicable

2.2 Step 2 - Functionality

This bid will be evaluated on functionality. Bidders are to obtain a minimum qualifying score of 60% in order to proceed to the next stage of evaluation.

2.3. Step 3 - Preferential Point Evaluation

This bid will be evaluated using the 80/20/ preference point system. (SBD 6.1 to be completed in order to claim preference points as per specific goals stipulated. In order to claim points, required proof for each specific goal should be attached together with this bid. Failure to provide documents will result in non-allocation of preference points.

Specific goals	Documents required to determine specific goals respectively
Preference Goal 2- RDP	
Geographical Location (KwaZulu Natal)	Completed SBD 6.1, Completed ownership demographic form, Utility bill letter/letter from the ward councilor/ lease agreement/Account statement and CIPC certificate

2.2 Step 4 - Price Negotiation and Final Award

Where applicable the department reserves the right to negotiate price with the recommended bidder.

3 BID APPEAL TRIBUNAL (BAT)

BAT finds its establishment in the Treasury Regulation 16A9.3 and Section 18(1) of the KwaZulu-Natal Supply Chain Management Policy Framework. Treasury Regulation 16A9.3 empowers National and Provincial Treasury to establish a mechanism to consider complaints and make recommendations for remedial actions to be taken for the non-compliance with the norms and standards. Section 18(1) of the KZN SCM Policy Framework empowers the MEC for Finance to establish an independent and impartial Bid Appeals Tribunal. In line with Paragraph 19 of the KZN SCM Policy Framework of 2006 the following procedure must be followed to lodge an appeal:

- 1.1 The bidder must, within five working days of receipt of the **notification** of an award, deliver written notification of an intention to appeal.
- 1.2 **All award notifications will be published on the departmental website, and where applicable in the relevant newspapers. Service providers will also be notified through an official notification letter.**
- 1.3 The bidder may, together with the notification of intention to appeal under paragraph (2) of the KZN SCM Policy Framework, deliver a request for written reasons for the award of the said bid.
- 1.4 The Bid Adjudication Committee or a delegate of an accounting officer must deliver to the appellant the written reasons requested under paragraph (3) of the KZN SCM Policy Framework within ten working days.
- 1.5 The appellant must, within ten working days of receipt of the written reasons delivered under paragraph (4) of the KZN SCM Policy Framework, or, failing a request for written reasons under paragraph (3) of the KZN SCM Policy Framework, within ten working days of giving notice under paragraph (2) of the KZN SCM Policy Framework, submit written representations to the Bid Appeals Tribunal, indicating sufficiently and without unnecessary elaboration the grounds and basis of the appeal and the nature of the complaint.
- 1.6 Upon receipt of a notice of intention to appeal, the Bid Appeals Tribunal must notify other bidders who may be adversely affected by the appeal, in writing of the appeal and invite them to respond within five working days.
- 1.7 **Award notification on the e-tender portal will only be published once a confirmation of no appeals has been received from Provincial Treasury, therefore, no appeals will be considered after the award information has been published on the E-Tender portal.**

The address provided for the lodging of appeals is:

Email: Batsecretariat@kzntreasury.gov.za

The Chairperson
Bid Appeals Tribunal
Private Bag X9082
Pietermaritzburg
3200

SECTION N: GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means that functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance

security of the amount specified in SCC.

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- ii) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - iii) a cashier's or certified cheque
 - iv) The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- a. The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- a. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16 Payment

- 16.1** The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2** The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3** Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4** Payment will be made in Rand unless otherwise stipulated in SCC.

17 Prices

- 17.1** Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18 Contract amendments

- 18.1** No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19 Assignment

- 19.1** The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20 Subcontracts

- 20.1** The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21 Delays in the supplier's performance

- 21.1** Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2** If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3** No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4** The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5** Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6** Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22 Penalties

- 22.1** Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23 Termination for default

- 23.1** The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2** In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3** Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4** If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5** Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6** If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.
- 23.6.1** These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7** If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24 Anti-dumping and countervailing duties and rights

- 24.1** When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25 Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26 Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27 Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28 Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29 Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30 Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31 Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

- 31.2** The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32 Taxes and duties

- 32.1** A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2** A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3** No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33 National Industrial Participation (NIP) Programme

- 33.1** The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

- 34.1** In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2** If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 19

SECTION O: AUTHORITY TO SIGN A BID
AUTHORITY TO SIGN A BID

The bidder must indicate the enterprise status by ticking the appropriate box hereunder.

(I) CLOSE CORPORATION	(II) COMPANIES	(III) SOLE PROPRIETOR	(IV) PARTNERSHIP	(V) CO-OPERATIVE	(VI) JOINT VENTURE / CONSORTIUM	
					Incorporated	
					Unincorporated	

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:

.....

hereby authorise Mr/Mrs/Ms

acting in the capacity of

whose signature is

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

(If the space provided is not enough, a separate list should be attached)

Note:

Members of the enterprise must complete this form in full according to the type of enterprise, authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

Note: In a case of a Sole proprietor, a director may appoint himself/herself if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

SECTION P: SCHEDULE VARIATIONS FROM GOODS OR SERVICES INFORMATION

Should the Bidder wish to make any departure from or modification in the Special Conditions of Contract, Specifications, Schedule list of Prices/Quantities/ Drawings or to qualify the bid in any way, he/she shall indicate the proposals clearly hereunder or alternatively make photocopies of the original bid documentation.

[illegible]

SIGNATURE OF BIDDER:

DATE:

ANNEXURE A (TERMS OF REFERENCE)

Appointment of Service Provider for supply and commissioning an CAT5 Aircraft Rescue Fire Fighting vehicle, accompanying equipment, maintenance plan and training which is South African Civil Aviation Authority Compliant for delivery to Mkhuze Airport (uMhlosinga Development Agency) over a 19-month period.

1. Definitions of Acronyms/Glossary

ACSA	Airports Company South Africa
ARFF	Aircraft Rescue Fire Fighting
DURAMP	Durban Aerotropolis Master Plan
CA	Chartered Accountant
CAT	Commercial Air Transport
CV	Curriculum Vitae
EDTEA	Economic Development, Tourism and Environmental Affairs
IATA	International Air Transport Association
ICAO	International Civil Aviation Organization
KSIA	King Shaka International Airport
KZN	KwaZulu-Natal
MEC	Member of the Executive Council
NFPA	National Fire Protection Association
ORTIA	Oliver Tambo International Airport
PSC	Project Steering Committee
PPPFA	Preferential Procurement Policy Framework Act No 5 of 2000: Preferential Procurement Regulations 2022
SA	South Africa
SACAA	South African Civil Aviation Authority
SARS	South African Revenue Services
SCM	Supply Chain Management
SLA	Service Level Agreement
TOR	Terms of Reference
B-BBEE	Broad-Based Black Economic Empowerment
EME	Exempted Micro Enterprises
QSE	Qualifying Small Enterprises

2. Departmental and Programme Overview

Within the structures of the KwaZulu-Natal Department of Economic Development, Tourism and Environmental Affairs is a programme called Trade, Sector and Tourism Development. Its purpose is to stimulate economic growth through the promotion of trade and investment in prioritized economic growth sectors and the implementation of strategic initiatives to advance industrial development. The strategic focus of the programme is to increase the manufacturing capabilities of the province and to support our industries to remain globally competitive and sustainable. Key to the work of the programme includes assisting industries to access local value chains, global value chains and international markets.

Included in this programme is a sub-programme called Strategic Industrial Interventions whose purpose is to provide and facilitate the development of strategic industrial interventions and catalytic infrastructure initiatives with a particular focus on the Maritime, Aerotropolis, Industrial Economic Hubs, Techno Hubs, and Special Economic Zones.

The aviation industry plays an important role in development. Through synergies within a set of related sectors such as tourism, business, information and communications technologies, freight, disaster and emergency relief activities, aviation has an important role to play as a catalyst that enhances productivity across a myriad of sectors towards the stimulation of growth and development.

The Aerotropolis Development unit primarily focuses on the following key areas:

- Airport City Development and implementation of the Durban Aerotropolis Master Plan (DURAMP);
- Support for KZN Regional/Secondary Airports through the implementation of the KZN Regional Aviation Strategy;
- Skills Development and transformation in Aerotropolis/Aviation Industry;
- Airline Route Development to King Shaka International Airport and KZN Regional Airports;

In terms of the Constitution of the Republic of South Africa, secondary airports are a municipal function. International and national airports are the responsibility of the Airports Company of South Africa (ACSA). The exclusion of municipal airports from the ACSA portfolio means that municipalities in KZN have become responsible for their airports. Municipal legislation excludes airports as an 'essential municipal service' which has effectively hamstrung municipalities from implementing any effective development or maintenance strategies by starving them of any opportunities to allocate funds in the face of more pressing projects.

The crux for these airports is to create supportive interventions in respect to the development and planning for optimal utility of these airports through integration within the context of local economies and the potential to tap into catchments beyond localities in respect of opportunities for increased operational activities by applying Aerotropolis type concepts to promote broad-based development, not only within the host communities but also throughout the region. Airports are core components of Public Infrastructure that catalyse regional economic growth and development. Well-located airports stimulate regional traffic, nurture grassroots in General and Commercial Aviation and integrate transport modes.

The vision of the KZN Regional Aviation Strategy has two main components, the first speaks to the Airport itself and the second speaks to the surrounding development of the airport:

The vision:

- (a) The creation of a network of KZN airports, connected to Oliver Tambo International Airport (ORTIA) and King Shaka International Airport (KSIA) hubs, that sustainably, efficiently and effectively, provide commercial, private and public service air routes, connecting economic and administrative regions to each other and to national and international air routes.
- (b) The development of airport precincts that utilize available municipal land for industrial, business and other ventures thereby growing the local economy generating new jobs.

The objectives of this strategy are:

- Upgrade and build new infrastructure
- Create safe, secure and operationally efficient airports
- Develop vacant land at or adjacent to regional airports
- Advance smart city development and innovation
- Advance economic empowerment and transformation in the aviation sector
- Local economic development and job creation

Given this mandate, the department has supported a number of Municipal-owned airports such as Pietermaritzburg, Margate, Richards Bay, Prince Mangosuthu Buthelezi, Newcastle, and Mkhuze.

The Provincial Government has invested in Mkhuze Airport in uMkhanyakude District. The airport is vital in providing connectivity to northern KZN which is part of a collective few regional airports that boasts a relatively high concentration of game reserves in the country. With the completion of the security perimeter fence, Runway resealing and construction of the terminal building, EDTEA is assisting uMhlosinga Development Agency (UMDA) with operationalization and route development.

The aviation industry is highly regulated by the South African Civil Aviation Authority (SACAA), an entity of the National Department of Transport, through the Civil Aviation Act, 2009 (Act No. 13 of 2009) which prescribes international standards and codes via the International Civil Aviation Organization (ICAO) and International Air Transport Association (IATA). The SACAA is mandated to regulate aviation safety and security in accordance with these ICAO prescripts. Airports are then categorised by the SACAA. Commercial Air Transport (CAT) classification sets the criteria and regulations for emergency, safety, security and firefighting services required along with other features needed to commercialize the airport within SACAA and ICAO regulations. The level of protection to be provided at an airport should be based on the dimensions of the aeroplanes normally using the airport as adjusted for their frequency of operations.

Typical Aircraft, amongst others, which can be accommodated at a CAT 5 for Air Transport Operations³ include:

³Airports should be categorized for RFF purposes by counting the aeroplane movements in the busiest consecutive three months of the year as follows:

- a) when the number of movements of the aeroplanes in the highest category normally using the airport is 700 or greater in the busiest consecutive three months, then that category should be the airport Category; or
- b) when the number of movements of the aeroplanes in the highest category normally using the airport is less than 700 in the busiest consecutive three months, then the airport category may be one less than the highest aeroplane category

- Bombardier CRJ-100 (+/- 50 seats)
- Bombardier CRJ-200 (+/- 50 seats)
- DE Havilland Dash 8-Q100 (+/- 36 seats)
- DE Havilland Dash 8-Q200 (+/- 39 seats)
- DE Havilland Dash 8-Q300 (+/- 50 seats)
- Beechcraft 1900D (+/- 19 seats)
- Embraer EMB 120 Brasilia (+/- 30 seats)
- Embraer ERJ 135 (+/- 37 seats)
- ATR 42 (+/- 48 seats)
- ATR 72 (+/- 78 seats)

In order to commercialize Mkhuze airport to allow regular airline services at an acceptable economies of scale level, the airport will be required to migrate from a CAT One (1) airport to a CAT five (5) airport to permit larger and economically efficient aircraft. Therefore, the airport will require a suitable and approved **Aircraft Rescue Fire Fighting Vehicle (ARFF)** with appropriate equipment and training to enable the Airport to apply for CAT 5 status.

3. Purpose of the TOR

The Department is seeking proposals from suitable Service Providers for the supply, delivery and commissioning of:

- a fully equipped Aerodrome CAT5 Aircraft Rescue Fire Fighting (ARFF) Vehicle (with a minimum of 5400 litres water capacity and discharged rate for foam solution of 3000 (L)/minute) that is SACAA and ICAO compliant for transfer to uMhlosinga Development Agency for operating at Mkhuze Airport;
- Equipment that accompanies the ARFF CAT5 vehicle; and
- Training of personnel of the uMhlosinga Development Agency appointed/designated Fire Fighting Personnel on the supplied ARFF vehicle.

Thus, the objective of these terms of reference (TOR) is to provide a framework and guidelines for this project to be undertaken by the service provider to supply, deliver, maintain and provide an ARFF vehicle accompanied by its equipment and training for a CAT5 Aerodrome.

4. Project Objectives

4.1 Overall Objectives

The **overall objective** of the project is to enable Mkhuze Airport to migrate from a CAT1 airport to a CAT5 aerodrome. This will enable the Airport to attract commercial activity and airlines for regular or scheduled services using larger aircraft requiring the necessary level of safety and security standards within the SACAA framework. This increase in activity and regular services at the airport will catalyze tourism and regional connectivity for the uMkhanyakude District.

According to **ICAO Manual 9137** (AN/898) Airport Services Manual (Fourth Edition, 2015) 'The principal objective of an RFF (rescue and firefighting) service is to save lives in the event of an aircraft accident or incident occurring at, or in the immediate vicinity of, an airport. The RFF service is provided to create and maintain survivable conditions, to provide egress routes for occupants and to initiate the rescue of those occupants unable to make their escape without direct aid. For this reason, the provision of adequate and special means of dealing promptly with an aircraft accident or incident occurring at, or in the immediate vicinity of, an airport assumes primary importance because it is within this time frame that there are the greatest opportunities for saving lives.'

The administration of such services and equipment is The RFF service at an airport should normally be under the administrative control of the airport management, which should also be responsible for ensuring that the service provided is organized, equipped, staffed, trained and operated in such a manner as to achieve its principle objective of saving lives in the event of an aircraft accident or incident. The airport management may designate public or private organizations suitably located and equipped to provide/support the RFF service. It is intended that the fire station housing the RFF service be located on the airport premises and suitably located so that responses will not be delayed and will ensure response times can be met.

4.2 Key Output

The Department wishes to procure the following three components that comply with the prescripts of SACAA Regulations as stipulated in the **ICAO 9137 Manual** with further adherence to the prescripts and standards by the **National Fire Protection Association (NFPA 414/1900)**:

- Delivery of a fully equipped Aerodrome CAT5 Aircraft Rescue Fire Fighting Vehicle with a minimum of 5400 litres water capacity and discharged rate for foam solution of 3000 (L)/minute;
- the required minimum level of rescue equipment that accompanies the vehicle at a CAT5 level;
- Foam stock and inventory of 200% (double of capacity of supplied ARFF vehicle tank) of reserve foam; and
- Post-delivery, provide the required and necessary training including operational maintenance to the uMhlosinga Development Agency appointed/designated Fire Fighting Personnel. on the newly acquired vehicle.

5 Scope of Work

ICAO Annexure 14 and ICAO Manual 9137 sets the criteria and specifications for Rescue and firefighting equipment and services at an airport thereby ensuring their uniformity. Rescue and firefighting at an aerodrome are based on the critical area concept developed by the Rescue and Fire Fighting Panel and adopted by ICAO via Amendment No. 30 to Annex 14 in 1976. NFPA 414/1900 provides further standard in terms of design, performance, apparatus and criteria for ARFF vehicles intended to carry personnel and equipment to the scene of an aircraft emergency to rescue occupants and conduct rescue and firefighting operations.

The document outlines the specifications relating to the following:

- Airport Category
- Types of Extinguishing Agents
- Amounts of Extinguishing Agents
- Area for Calculating Quantities of Water
- Discharge Rates

- Supply and Storage of Extinguishing Agents
- Response Time
- Fire Station
- Communication and Alerting Systems
- Number of Vehicles
- Factors in the specification process for rescue and firefighting vehicles
- Protective clothing and respiratory equipment
- Ambulance and medical services
- Extinguishing agent characteristics
- Personnel
- Emergency Organisation
- Aircraft firefighting and rescue procedures
- Rescue operations in difficult environments
- Training
- Aircraft fuelling practices
- Preventative maintenance and rescue equipment
- Human factors principles
- And Other requirements are provided such as Airport water supply, access Roads Etc

Therefore, the configuration or customization and delivery of the CAT5 ARFF vehicle, equipment and training should subscribe to and comply with the standards and specifications held within the ICAO 9137 Manual and NFPA 414/1900.

5.1 Specific Deliverables

- a) **One (x1) Aircraft Rescue Fire Fighting Vehicle (Minimum 5400 Litres (L)) water capacity & Foam discharge of 3000 L/M) to be delivered to Mkhuze Airport:**

Chapter 5 of the ICAO 9137 speaks specifically to factors and specifications for ARFF vehicles and accompanying equipment. The Vehicle must be equipped to have a:

- Discharged rate for foam solution of **3000 (L)/minute at a CAT 5 Performance Level B;**
- Water capacity/size at least **5400 litres at a CAT 5 Performance Level B.**


Table 2-3. Minimum useable amounts of extinguishing agents

Aerodrome category	Foam meeting performance level A		Foam meeting performance level B		Foam meeting performance level C		Complementary agents	
	Water (L)	Discharge rate foam solution/minute (L)	Water (L)	Discharge rate foam solution/minute (L)	Water (L)	Discharge rate foam solution/minute (L)	Dry chemical powders (kg)	Discharge rate (kg/second)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1	350	350	230	230	160	160	45	2.25
2	1 000	800	670	550	460	360	90	2.25
3	1 800	1 300	1 200	900	820	630	135	2.25
4	3 600	2 600	2 400	1 800	1 700	1 100	135	2.25
5	8 100	4 500	5 400	3 000	3 900	2 200	180	2.25
6	11 800	6 000	7 900	4 000	5 800	2 900	225	2.25
7	18 200	7 900	12 100	5 300	8 800	3 800	225	2.25
8	27 300	10 800	18 200	7 200	12 800	5 100	450	4.5
9	36 400	13 500	24 300	9 000	17 100	6 300	450	4.5
10	48 200	16 600	32 300	11 200	22 800	7 900	450	4.5

Table 8-1. Foam specifications

Fire tests	Performance level A	Performance level B	Performance level C
Nozzle (air aspirated)			
a) Branch pipe	"Uni 86" Foam nozzle (See Appendix 3)	"Uni 86" Foam nozzle (See Appendix 3)	"Uni 86" Foam nozzle (See Appendix 3)
b) Nozzle pressure	700 kPa	700 kPa	700 kPa
c) Application rate	4.1 L/min/m ²	2.5 L/min/m ²	1.56 L/min/m ²
d) Nozzle discharge rate	11.4 L/min	11.4 L/min	11.4 L/min
Fire size	≈ 2.8 m ² (circular)	≈ 4.5 m ² (circular)	≈ 7.32 m ² (circular)
Fuel (on water substrate)	Kerosene	Kerosene	Kerosene
Preburn time	60 s	60 s	60 s
Fire performance			
a) extinguishing time	≤ 60 s	≤ 60 s	≤ 60 s
b) total application time	120 s	120 s	120 s
c) 25% reignition time	≥ 5 min	≥ 5 min	≥ 5 min

Table 5-1. Suggested minimum characteristics for RFF vehicles

	<i>RFF vehicles up to 4 500 L</i> 	<i>RFF vehicles over 4 500 L</i>
Monitor	Optional for categories 1 and 2 Required for categories 3 to 9	Required
Design feature	High discharge capacity	High and low discharge capacity
Range	Appropriate to longest aeroplane	Appropriate to longest aeroplane
Handlines	Required	Required
Under truck nozzles	Optional	Required
Bumper turret	Optional	Optional
Acceleration	80 km/h within 25 s at the normal operating temperature	80 km/h within 40 s at the normal operating temperature
Top speed	At least 105 km/h	At least 100 km/h
All-wheel drive capability	Required	Required
Automatic or semi-automatic transmission	Required	Required
Single rear-wheel configuration	Preferable for categories 1 and 2 Required for categories 3 to 9	Required
Minimum angle of approach and departure	30°	30°
Minimum angle of tilt (static)	30°	28°

The vehicle must meet the minimum acceleration and top speed requirements and must be all-wheel drive, with single rear wheel configuration as stipulated in table 5.1 of ICAO 9137.

Further standards include National Fire Protection Association (NFPA 414 and NFPA 701).

The following must be considered for the ARFF in their bid proposals:

- Paint, corrosion & abrasion control and reflective paint/stripes – the colour of the vehicle is preferably signal red;
- Labels, signage and identification of vehicle, warnings and its controls (All in English or use of clear pictographs (picto's));
- Emergency lighting/Visual, audio/acoustic warning/siren system – specify type and location of emergency lighting and audio installations;
- Crew Compartment/Cabin - The design should be large enough to accommodate the specified crew and certain elements of equipment as well as ease of access. It must include adequate insulation and an acceptable environment in temperature extremes (air-conditioning) and have required instrumentation, communication and controls. Minimum of three (3) seats/SCBA for crew cabin;
- Driver & Co-driver Compartment/Cab – the driver must have all-round visibility, effective controls and instrumentation and some form of communication with the monitor operator during all firefighting operations. Minimum two (2) seats for driving cabin;
- Equipment Storage/Compartments/lockers/brackets – State the preferred location and types of equipment secured/mounted for each item. These could be rollers or shutters or equivalent thereof;
- Vehicles Performance and Chassis Type – Provide acceleration, top speed, all-wheel drive capabilities, transmission, minimum angles (approach/departure & tilt), braking specifications, clearance, dimensions, turning diameter, suspension, axles, tyres etc..;

- Body/Framework/Superstructure/Modules - The design and construction of the vehicle should be suitable for carrying its full load over all types of roads and unimproved surfaces on, and in the vicinity of, the airport in all reasonable weather conditions. Panel material should be corrosive-proof and lightweight.
- Extinguishing media (Water/Foam/Powder) – Tank configuration and minimum quantities;
- Instruments, apparatus, indicators, switches & control panels – ergonomic design for fire-fighting capability and driving operations. Control & monitoring of superstructure and extinguishing system;
- Electrical Systems – appropriate design and battery support and charging facilities/components/sockets;
- Fire Fighting Pump and hoses/pipes & nozzles (also see below the list of accompanying equipment) – meets the minimum performance level or capacities/pressure, specifications to pump inlet/outlet plumbing, foam proportioners and controls, location of turrets, hose reel location sizes & length all require careful design. The pump should be durable and easy to maintain;
- Communication & Cameras – radio installation and reverse camera;
- Any Other information – handrails, fittings, complimentary systems, dry powder chemical systems for example;
- ARFF vehicles must conform to National Road Traffic Act and any other National/Provincial/Municipal Legislation.

b) Associated ARFF Vehicle Rescue Equipment for a CAT5 ARFF type Vehicle:

Chapter 5 of the ICAO 9137 provides a guide on suggestive types of equipment per CAT classification. Therefore equipment relating to CAT5 as advised by these guidelines should be supplied and stored on the ARFF vehicle :

Table 5-2. Guidance material related to rescue equipment carried on RFF vehicles

Equipment scope	Equipment item	Airport category			
		1-2	3-5	6-7	8-10
Forcible entry tools	Prying tool (hooligan, biel type)	1	1	1	2
	Crowbar 95 cm	1	1	1	2
	Crowbar 1.65 m	1	1	1	2
	Axe, rescue large non wedge type	1	1	1	2
	Axe, rescue small non wedge or aircraft type	1	2	2	4
	Cutter bolt 61 cm	1	1	2	2
	Hammer 1.8 kg – lump or club type	1	1	2	2
	Chisel cold 2.5 cm	1	1	2	2
A suitable range of rescue/cut-in equipment including powered rescue tools	Hydraulic/electrical (or combination) portable rescue equipment	1	1	1	2
	Powered rescue saw complete with minimum 406 mm diameter spare blades	1	1	1	2
	Reciprocating/oscillating saw	1	1	1	2

A range of equipment for the delivery of firefighting agent	Delivery hoses 30 m lengths x 50 and 64 mm diameters	6	10	16	22
	Foam branches (nozzles)	1	1	2	3
	Water branches (nozzles)	1	2	4	6
	Coupling adaptors	1	1	2	3
	Portable fire extinguishers				
	CO ² DCP	1 1	1 1	2 2	3 3
Self-contained breathing apparatus – sufficient to maintain prolonged internal operations <i>Note: Ideally one BA set per crew member.</i>	Breathing apparatus (BA) set complete with facemask and air cylinder				
	BA spare air cylinder				
	BA spare facemask				
Respirators	Full faced respirators complete with filters	One per responding firefighter			

Equipment scope	Equipment item	Airport category			
		1-2	3-5	6-7	8-10
A range of ladders	Extension ladder, rescue and suitable for critical aircraft	-	1	2	3
	Ladder general purpose – rescue capable	1	1	1	2
Protective clothing	Firefighting helmet, coats, over trousers (complete with braces), boots and gloves as a minimum	One set per operational firefighter plus a percentage of reserve stock			
Additional items for personal protection	Protective goggles	1	1	2	3
	Flash hoods	One per operational firefighter			
	Surgical gloves	1 box	1 box	1 box	1 box
	Blanket fire resisting	1	1	2	2
Rope lines	Rope line rescue 45 m	1	1	2	2
	Rope line general use 30 m	1	1	2	2
	Rope line pocket 6 m	One per operational firefighter			
Communication equipment	Portable transceivers (hand held and intrinsically safe)	1	2	2	3
	Mobile transceivers (vehicle)	One for each fire vehicle			
A range of hand-held/portable lighting equipment	Hand-held flashlight (intrinsically safe)	1	2	4	4
	Portable lighting – spot or flood (intrinsically safe)	1	1	2	3
A range of general hand tools	Shovel overhaul	1	1	2	2
Rescue tool box and contents		1	1	2	3
	Hammer, claw 0.6 kg				
	Cutters, cable 1.6 cm				
	Socket set				
	Hacksaw, heavy duty complete with spare blades				
	Wrecking bar 30 cm				
	Screwdriver set – slotted and Phillips heads				
	Pliers, insulated Combination 20 cm Side cutting 20 cm Slip joint – multi-grip 25 cm				
	Seat belt/harness cutting tool				
	Wrench, adjustable 30 cm				

Equipment scope	Equipment item	Airport category			
		1-2	3-5	6-7	8-10
	Spanners, combination 10 mm – 21 mm				
First aid equipment	Medical first-aid kit	1	1	2	3
	Automated External Defibrillator (AED)	1	1	2	3
	Oxygen Resuscitation Equipment (ORE)	1	1	2	3
Miscellaneous equipment	Chocks and wedges – various sizes				
	Tarpaulin – lightweight	1	1	2	3
	Thermal imaging camera	-	-	1	2

In addition to the equipment, **supply initial foam stock and 200% (x2 capacity of truck foam tank) reserve stock.**

c) Onsite Training and commissioning of ARFF Vehicle (Operating, Testing and Maintenance):

RFF operations require firefighting personnel to be proficient in the operation of fire fighting vehicles and other rescue equipment. Candidates for training will be provided for by Mkhuze Airport Management (uMhlosinga Development Agency) who will appointed/designated the Fire Fighting Personnel.

Training is stipulated in chapters 14, 17 and 18 of the ICAO 9137 Manual and ICAO Annexure 14 Chapter 9 (International Standards and Recommended Practices) which directs that “All rescue and fire-fighting personnel shall be properly trained to perform their duties in an efficient manner and shall participate in live fire drills commensurate with the types of aircraft and type of firefighting equipment in use at their aerodrome, including pressure-fed fuel fires”. The principal aim of the training will be to instil confidence in newly procured vehicles and equipment, to establish the operating limits of the ARFF vehicle and equipment and to develop the teamwork which converts individuals into an effective crew.

All RFF personnel must be capable of operating and well-versed in the handling of the newly acquired ARFF vehicle and equipment supplied for Mkhuze Airport.

Training should include at least the following areas:

- Airport familiarisation (Airfield layout) – Assisted by Mkhuze Airport Manager;
- Aircraft familiarisation – Assisted by Mkhuze Airport Manager;
- Fire fighting operations (Operational Tactics and maneuvers);
- Emergency communication systems on the aerodrome, including aircraft related alarms;
- Use of the fire hoses, nozzles, turrets and other appliances of the ARFF vehicle;
- Application of extinguishing agents;
- Emergency aircraft evacuation assistance;
- Adaptation and use of structural rescue and firefighting equipment for aircraft rescue and fire-fighting;
- Familiarization with fire fighter's duties under the aerodrome emergency plan – Assisted by Mkhuze Airport Manager;
- Troubleshooting & Maintenance; and
- Commissioning of ARFF vehicle

Bidders shall submit an On-Site Training Plan that shall be conducted at the specific airport (theoretical & practical). This training by the manufacturer is exclusively for operational, maintenance and testing purposes of the new ARFF vehicle and is not for awarding a qualification or certification.

5.2 Specific Tasks and Activities

The contract deliverable will include but not be limited to:

- Configure, customise or fabricate and deliver an Airport CAT 5 ARFF vehicle (with a minimum of 5400l water capacity & discharged rate for foam solution of 3000 (L)/minute) (Performance Level B)vehicle to Mkhuze Airport;
- Deliver and supply the necessary ARFF equipment (CAT5) that accompanies or is mounted/secured with the vehicle;
- Initial foam Stock and Inventory of 200% (double of capacity of supplied ARFF vehicle tank) of reserve foam;
- Two (2) copies of all manuals (electronic & printed) of Maintenance/Service and Operating documentation (Superstructure/Chassis/Equipment supplied);
- Layout drawings;
- Axle Weight Distribution drawing;
- Vehicle logbook;
- Vehicle Registration and Licensing (in the name of uMhlosinga Development Agency);
- Maintenance & Service Plan (5 year);
- Spare Parts List;
- Provide evidence that the new ARFF vehicle is SACAA compliant/certified;
- Provide Warranty/guarantee conditions (24 months);
- Present methodology for providing required training to the Project team on the use, maintenance and commissioning of the newly acquired ARFF vehicle (onsite training plan);
- Provide the necessary training on the maintenance and usage of the newly acquired ARFF vehicle to the uMhlosinga Development Agency appointed/designated Fire Fighting Personnel.

5.3 Duration and Phasing

Total Project Duration is **19 months** after signing the Service Level Agreement (SLA):

- Delivery of ARFF Vehicle and equipment to Mkhuze Airport, Kingfisher Ave, Mkuze, KwaZulu-Natal, 3965 within a **18-month period**;
- Conduct and complete training of newly acquired ARFF vehicle to Mkhuze Airport Manager and uMhlosinga Development Agency appointed/designated Fire Fighting Personnel. Services at Mkhuze Airport within **1 months of delivery**.

6 Approach

Proposals by bidders would be assessed on their capability to propose the most practical and cost-effective solution that complies to the regulatory framework of the SACAA, ICAO and NFPA to supplying the CAT5 ARFF vehicle, equipment and training and display the following competencies:

- Extensive knowledge and expertise in Aviation practices in particular Aircraft Fire & Rescue Services;

- The required network of suppliers for the customisation and fabrication of the ARFF CAT5 vehicle and displays workmanship of high standard (Manufacturing capability);
- Supply the associated essential firefighting/rescue apparatus & specialized tools (Vehicle equipment Plan)
- Ability to provide the necessary training on the operation, maintenance and testing of the ARFF vehicle and equipment supplied (onsite training plan);
- Be able to provide Maintenance support where the ARFF vehicle will be operating (Mkuze Airport), conducting regular services, dealing with adhoc breakdowns and detail the availability of technicians/outsourced service provider; and (After sales support)
- Ability to liaise with key role players and stakeholders.

7 Team Composition

a) **Key Expert 1: Team Leader/Project Manager** – Provide leadership to project objectives and has experience coordinating and facilitating in the development of ARFF vehicles.

- Must have at least a technical qualification at NQF level 5 in Mechanical/Electrical engineering, Manufacturing or Mechanical Assembly/Fabrication or equivalent thereof.
- Must have **minimum three (3) years' experience** in ARFF vehicle development/fabrication/customisation as per Annexure B item 13 'Professional Experience' or through reference letters from previous clients.

b) **Key Expert 2: Manufacturer Trainer** – A technician or manufacturing company to conduct training on operating, testing and maintenance of the ARFF vehicle.

- The trainer must have at least a National Senior Certificate (grade12) and
- must have **minimum two (2) years experience** on ARFF vehicle operations/maintenance/testing as per Annexure B item 13 'Professional Experience' or through reference letters from previous clients.

Refer to the attached Annexure B and Annexure C for CV's standard format and statement of Exclusivity for key experts.

7.1 CV's of Key Personnel:

CV's of key personnel involved in the project must clearly highlight the areas of experience/competence relevant to activities and objectives of this project as outlined above.

- Proof of these undertakings/experience should be requested in the form of either through reference letters from previous clients on official letter head with contact details or listed under CV Format Annexure B item 13; and
- Certified copies of qualifications must be submitted for verification purposes.

7. ENTERPRISE EXPERIENCE

Provide a list of projects undertaken by the company in the table below.

To validate the experience indicated hereunder, bidders must provide a minimum number of three (3) reference letters from previous clients (with official letterhead and contact details of client).

The bidders are required to complete the following table:

Name of the Institution	Project Name	Project Discription	Contact Person

8. REPORTING REQUIREMENTS

All documents must be provided in English.

- Two (2) copies of all manuals (electronic & printed) of Maintenance/Service and Operating documentation (Superstructure/Chassis/Equipment supplied);
- Vehicle Logbook;
- Layout drawings;
- Axle Weight Distribution drawing;
- Spare Parts List;
- Maintenance & Service Plan (5 years);
- Provide evidence that the new ARFF vehicle is SACAA compliant/certified;
- Provide warranty/guarantee conditions (24 months);
- Vehicle Registration and licensing in the name of uMhlosinga Development Agency; and
- Onsite Training & Maintenance Plan.

9. BID REQUIREMENTS

9.1. Price Breakdown

In addition, as part of the Proposal/Bid Document, bidders are requested to submit a financial proposal.

Item No.	Description of Service	Price
1	Vehicle Chassis	
2	Manufacture/Fabrication/Superstructure and assembly/customization of components	
2	Fitted Equipment/Apparatus	
4	Onsite Operational & Maintenance Training of ARFF Vehicle	
5	Initial foam stock and 200% Reserve stock	
6	Maintenance & Service Plan	
7	Any other additonal costs	
Total amount(excluding VAT		R
VAT (for VAT Vendor)		R
Grand Total		R

10 EVALUATION PROCESS

10.1 The Evaluation Process will be conducted in the following phases:

Phase 1	Phase 2	Phase 3	Phase 4
Administrative Compliance	Functionality Requirement	Price and Preference	Negotiation and, Final Award
Compliance with Mandatory Requirements.	Bidders will be assessed to verify the capacity/capability to execute the contract or the quality aspects of goods or services required.	Bids will be evaluated using 80/20 preference points system.	Negotiation will take place with the recommended service provider if necessary, then A final award will be made.

PHASE 1: MANDATORY REQUIREMENTS FOR ADMINISTRATIVE COMPLIANCE

CSD Registration number	The Entity must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal.
Compulsory Briefing	Briefing certificate must be signed and stamped. All signatures must be original.
Bidder's Disclosure – SBD 4	Completed and signed
Authority to Sign a Bid: COMPANIES (To be completed in full)	The bidder must indicate the enterprise status by completing the authority to sign section and signing the appropriate box. (Details of the authorised representative and their specimen signature must be fully completed in the designated space of the form as well as details and signatures of all directors)

<p>Authority to Sign a Bid: SOLE PROPRIETOR (ONE – PERSON BUSINESS)</p> <p>(To be completed in full)</p>	<p>The bidder must indicate the enterprise status by ticking the appropriate box in the authority to sign.</p> <p>A director may appoint himself/herself if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.</p> <p>(Details of the authorized representative and their specimen signature must be fully completed in the designated space of the form as well as details and signatures of all directors)</p>
<p>Authority to Sign a Bid: CLOSE CORPORATION</p> <p>(To be completed in full)</p>	<p>The bidder must indicate the enterprise status by ticking the appropriate box in the authority to sign.</p> <p>A director may appoint himself/herself if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.</p> <p>(Details of the authorised representative and their specimen signature must be fully completed in the designated space of the form as well as details and signatures of all directors)</p>
<p>Authority to Sign a Bid: CO-OPERATIVE</p> <p>(To be completed in full)</p>	<p>The bidder must indicate the enterprise status by ticking the appropriate box in the authority to sign.</p> <p>(Details of the authorized representative and their specimen signature must be fully completed in the designated space of the form as well as details and signatures of all directors)</p>
<p>Authority to Sign a Bid: JOINT VENTURE</p>	<p>The bidder must indicate the enterprise status by ticking the appropriate box in the authority to sign.</p> <p>(Details of the authorized representative and their specimen signature must be fully completed in the designated space of the form as well as details and signatures of all directors)</p>
<p>Authority to Sign a Bid: CONSORTIUM</p> <p>(To be completed in full)</p>	<p>The bidder must indicate the enterprise status by ticking the appropriate box in the authority to sign.</p> <p>(Details of the authorized representative and their specimen signature must be fully completed in the designated space of the form as well as details and signatures of all directors)</p>

<p>Authority to Sign a Bid: PARTNERSHIP</p> <p>(To be completed in full)</p>	<p>The bidder must indicate the enterprise status by ticking the appropriate box in the authority to sign.</p> <p>(Details of the authorized representative and their specimen signature must be fully completed in the designated space of the form as well as details and signatures of all directors)</p>
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10.2 Phase 2: Functionality requirements

For bids where functionality is part of the evaluation process, they will be assessed in terms of functionality criteria stipulated hereunder. In order to progress to the next stage of evaluation, service providers must score a minimum of **60%** of the total points outlined in the Evaluation Grid.

10.2.1 EVALUATION CRITERION FOR FUNCTIONALITY:

No	Evaluation Criteria	Guidelines	Maximum Points
1	METHODOLOGY (approach and detailed plans	<p>1.1 Manufacturing Capability - Bidders must include a proposal that provides a detailed preliminary Scope of Programme indicating each stage from order date to delivery on site. Lead times for each stage to be included (e.g. manufacturing, shipment, delivery to site etc). Bidders that only provide a delivery date and not a detailed scope of programme will be penalized with 0 points.</p> <p>1.2 Equipment fitted to Vehicle Plan - The Bidder shall submit accompanying equipment plan which is secured/mounted on the CAT5 ARFF Vehicle as per ICAO specifications.</p> <p>1.3 Training & Maintenance Plan - Bidders must be able to demonstrate that they/Original Equipment Manufacturer (OEM) has the capability to conduct appropriate training (theoretical and practical) on ARFF and equipment supplied:</p> <p>(a) Driver Training</p> <p>(b) Operational Training</p>	50

		<p>(c) Basic Training of equipment supplied</p> <p>(d) Maintenance training</p> <p>(e) Trouble shooting</p> <p>(f) Practical Exercises</p> <p>1.4 After Sales Support Plan - The Bidder shall demonstrate and provide proof of maintenance support capabilities available/to be offered where the Aircraft Rescue and Fire Fighting Vehicle will be operating (Mkuze Airport) – the following key areas must be addressed.</p> <p>(a) How will regular services, adhoc breakdowns & maintenance be attended to, detailing the availability of technicians/outsourced service provider?</p> <p>(b) confirm the requirements to meet the response times as stipulated in section 2.7 ICAO Manual 9137 requirements in the technical spec for the said 4x4/6x6.</p> <p>(c) Detail the outsourced Service Provider for maintenance support available at Mkuze.</p>	
2	<p>COMPANY EXPERIENCE (Number of years of experience and number of ARFF Vehicles manufactured)</p>	<p>Bidders must submit proof in the form of relevant contactable reference letter(s) from the airport/appropriate authority to demonstrate the</p> <p>a) number of years of experience; and</p> <p>b) Specify the number of ARFF Vehicles manufactured and supplied at various airports.</p>	20
3	<p>KEY EXPERTS (Qualifications and experience)</p> <p>a) Project Leader</p> <p>b) Manufacturing Trainer</p>	<p>The Bidder CV shall demonstrate the relevant qualifications and experience:</p> <p>a) Project Leader must have</p> <p>- a technical qualification at NQF level 5 in Mechanical/Electrical engineering, Manufacturing or Mechanical Assembly/Fabrication or equivalent thereof</p> <p>- minimum of 3 years' experience</p> <p>b) Manufacturing Trainer/Technician must have</p>	15

		- at least a National Senior Certificate (grade 12) - minimum of 2 years' experience in ARFF operations/maintenance/testing	
	Overall Score Total		85

10.3 Phase 3: Price and Preference

Bidders who obtained a minimum qualifying score of **60%** will progress to the next stage of price and preferential points based on the 80/20 preference points system for acquisition of goods or services with Rand Value equal to or below R50 million or 90/10 preference points system for acquisition of goods/services with Rand Value above R50 million.

5. 10.3.1 POINTS AWARDED FOR SPECIFIC GOALS

10.3.1.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in the table below and may be supported by proof/documentation stated in the same table.

Specific goals for the tender and points to be claimed are indicated in the table below:

Specific goals	Direct Preference Points (90/10)	Direct Preference Points (80/20)	Documents required to determine specific goals respectively
Preference Goal 2- RDP			
Geographical Location (KZN based)		20	Completed SBD 6.1, Completed ownership demographic form, Utility bill letter/letter from the ward councillor/ lease agreement/Account statement and CIPC certificate
Total Points for development Objectives		20	

Financial proposals will also be assessed in terms of reasonableness of cost in relation to prevailing fee guidelines, consistency with technical bid submitted and value for money.

10.4 Phase 4 Final Award, Negotiation

The Department of Economic Development, Tourism and Environmental Affairs reserves the right to either NOT make an appointment and /or appoint the bidder with the highest score. The Department also reserves its right to negotiate the final price of those bids deemed technically compliant.

ANNEXURE A
Evaluation Grid

To be completed for tender by each evaluator

No	Evaluation Criterion	Maximum Points	Initial Assessment
1	METHODOLOGY	50	
1.1	Manufacturing Capability	20 points	
	Bidders must be able to demonstrate in their proposals that the Original Equipment Manufacturer (OEM) has the capacity to manufacture and supply (either 4x4 or 6x6 or 8x8) Aircraft Rescue and Fire Fighting Vehicles within an 18-month period. A detailed plan illustrating the scope of work from order date to delivery.		
	Delivery on site from date of signed contract being issued;		
	• Plan that clearly demonstrates the scope of programme and stages from order date to delivery	20 points	
	• Plan that is missing information to demonstrate the scope of programme and stages from order date to delivery	12 points	
	• No plan or plan that does not demonstrate the scope of programme and stages from order date to delivery	0	
1.2	Equipment fitted to Vehicle Plan	10 points	
	The Bidder shall submit accompanying equipment plan which is secured/mounted on the CAT5 ARFF Vehicle		
	• Plan that clearly demonstrates required and essential firefighting/rescue apparatus & specialized tools	10 points	
	• Plan that is missing information to demonstrate the required essential firefighting/rescue apparatus & specialized tools	6 points	
	• No plan or plan that does not demonstrate the required essential firefighting/rescue apparatus & specialized tools	0	
1.3	Training & Maintenance Plan	10 points	
	The Bidder shall submit On-Site Training & Maintenance Plan that shall be conducted at the specific airport to commission the ARFF vehicle at Mkhuze Airport		
	• Plan that clearly demonstrates training capability	10 points	
	• Plan that is missing information to demonstrate the training capability	6 points	
	• No plan or plan that does not demonstrate training capability	0	
1.4	After Sales Support	10 points	

	The Bidder shall submit an After-Sales Support Plan designed to ensure the continued useful life of the Aircraft Rescue Fire Fighting Vehicle and its associated equipment		
	• Plan that clearly demonstrates maintenance support capability	10 points	
	• Plan that is missing information to demonstrate the maintenance support capability	6 points	
	• No plan or plan that does not demonstrate the maintenance support capability	0	
2	COMPANY EXPERIENCE	20	
	Bidders must demonstrate with supply of reference letters that they/Original Equipment Manufacturer (OEM) has manufactured and supplied at least five (4x4 or 6x6 or 8x8) Aircraft Rescue and Fire Fighting Vehicles over the past five (5) years.		
	• More than five (+5) Reference Letters	20 points	
	• More than three but less than five (3-4)	12 points	
	• Less than two reference letters	0	
3	KEY EXPERTS	15	
	Key Expert 1 Project/Team Leader	9 points	
	Qualifications		
	Certified copies of qualifications:		
	• Technical qualification at or above NQF level 5 Mechanical/Electrical engineering, Manufacturing or Mechanical Assembly/Fabrication or equivalent thereof.	4 points	
	• No Qualification	0	
3.1	Relevant Experience		
	The Bidder Team Leader CV shall demonstrate the relevant experience. Must have minimum of 3 years' experience:		
	• 5+ Years' experience	5 points	
	• Between 3-4 years' experience	3 points	
	• Less than 3 years' experience	0	
	Key Expert 2 Manufacturer Trainer	6 points	
	Qualifications		
	Certified copies of qualifications:		
	• National Senior Certificate (grade 12) or above	3 points	
3.2	• No Senior National Certificate	0	

	Relevant Experience		
	The Bidder Manufacturing Trainer/Technician should CV shall demonstrate experience in conducting operational, testing and maintenance on a supplied ARFF vehicle:		
	• 2+ Years' experience	3 points	
	• Less than 2 years' experience	0	
	Overall Score Total	85	
	Minimum passing score	60%	
	Evaluation performed by:		
	Name		
	Signature		
	Date		

ANNEXURE C: CV FORMAT**CURRICULUM VITAE max 3 pages****Proposed role in the project:****35 Family name:****36 First names:****37 Date of birth:****38 Nationality:****39 Civil status:****40 Education:**

Institution [Date from - Date to]	Degree(s) or Diploma(s) obtained:

10. Language skills: Indicate competence on a scale of 1 to 5 (5 - excellent; 1 basic)

Language	Reading	Speaking	Writing
English			
Portuguese			
French			
Indonesian			
Spanish			

12. Membership of professional bodies: -**13. Other skills: (e.g. Computer literacy, etc.)****10 Present position:****11 Years within the firm:****12 Key qualifications: (Relevant to the project)****13. Professional Experience**

Date from - Date to	Location	Company	Position	Description of projects/responsibilities etc.

14. Other relevant information (e.g., Publications)

ANNEXURE D: STATEMENT OF EXCLUSIVITY AND AVAILABILITY

Statement of exclusivity and availability

Tender ref: _____

I, the undersigned, hereby declare that I agree to participate exclusively with the tenderer _____ in the above-mentioned service tender procedure. I further declare that I am able and willing to work for the period(s) foreseen for the position for which my CV has been included.

From	To

By making this declaration, I understand that I am not allowed to present myself as a candidate to any other tenderer submitting a tender to this tender procedure. I am fully aware that if I do so, I will be excluded from this tender procedure, the tenders may be rejected, and I may also be subject to exclusion from other tender procedures and contracts funded by the KZN Department of Economic Development Tourism and Environmental Affairs.

Furthermore, should this tender be successful, I am fully aware that if I am not available at the expected start date of my services for reasons other than ill-health or *force majeure*, I may be subject to exclusion from other tender procedures and contracts funded by the KZN Department of Economic Development Tourism and Environmental Affairs and that the notification of award of contract to the tenderer may be rendered null and void.

Name	
Signature	
Date	