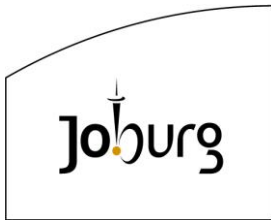


**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

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**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

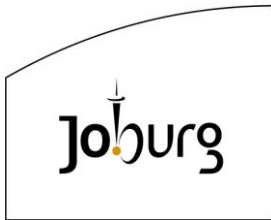
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6.1	Technical data, omissions, variations and company details.	
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**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

**MBD 1**

**PART A**  
**INVITATION TO BID**

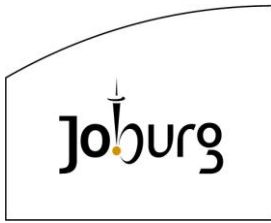
YOU ARE HEREBY INVITED TO BID FOR [REQUIREMENTS] OF THE CITY OF JOHANNESBURG					
<b>BID NUMBER:</b>	COJ/GCSS003/23-24	<b>CLOSING DATE:</b>	21 FEBRUARY 2024.	<b>CLOSING TIME:</b>	10:30AM
<b>DESCRIPTION</b>	APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

**BID DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT:**

GROUND FLOOR, METROPOLITAN CENTRE  
158 CIVIC BOULEVARD  
BRAAMFONTEIN, JOHANNESBURG.

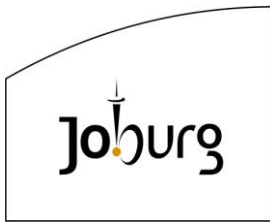
<b><u>COMPULSORY BRIEFING SESSION:</u></b>
DATE: 07 FEBRUARY 2024. TIME: 10:00AM VENUE: 27 STIEMENS STREET, JD HOUSE, AUDITORIUM GROUND FLOOR, BRAAMFONTEIN, JOHANNESBURG.

SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			



**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

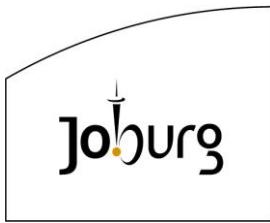
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN:	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED</b>			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
<b>BIDDING PROCEDURE ENQUIRIES AND TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>			
DEPARTMENT	GROUP CORPOARET AND SHARED SERVICES	CONTACT PERSON	MALOSE MOGASHOA
EMAIL ADDRESS	<a href="mailto:redfleet@joburg.org.za">redfleet@joburg.org.za</a>		



**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

<b>BUSINESS STRUCTURE</b>	
Individual	
Joint Venture	
Company	
Consortium	
Sub – Contractor	
Other	
<b>If individual</b>	
Name of Bidder	
Contact Person	
Registration number	
Vat number	
CIDB number	
CSD registration number	
Business Address [not postal address]	
Telephone	

Initial

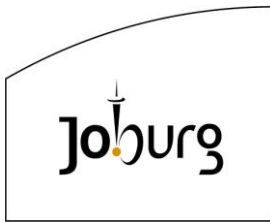


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E-mail address	
<b>COMPANY</b>	
Name of Bidder	
Contact Person	
Registration number	
Vat number	
CIDB number	
CSD registration number	
Business address [not postal address]	
Telephone	
E-mail address	
<b>If Joint Venture</b>	
Name of Bidder	
Contact Person	
Registration number	
Vat number	

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Initial

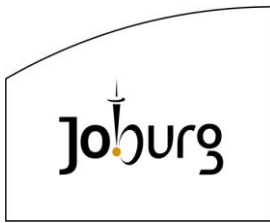


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CIDB number	
CSD registration number	
Business address [not postal address]	
Telephone	
E-mail address	
<b>If consortium</b>	
Name of Bidder	
Contact Person	
Registration number	
Vat number	
Business address [not postal address]	
Telephone	
E-mail address	

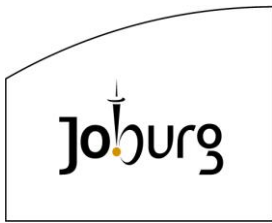
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**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

<b>If subcontracting</b>	
Name of Sub-contractor	
Contact Person	
Registration number	
Vat number	
CIDB registration	
CSD registration number	
Business address [not postal address]	
Telephone	
E-mail address	
<b>If other</b>	
Name of Bidder	
Contact Person	
Registration number	
Vat number	
CIDB number	

Initial



BID NO: COJ/GCSS003/23-24

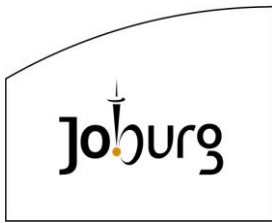
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CSD registration number	
Business address [not postal address]	
Telephone	
E-mail address	

<b>MUNICIPAL DETAILS</b>	
SUPPLIER NUMBER [if applicable]	

Initial



**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

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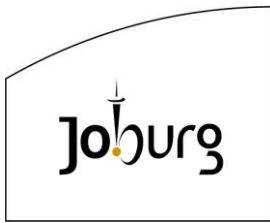
**JOINT VENTURE CERTIFICATE**

We, the undersigned member firms in the Joint Venture \_\_\_\_\_ [Name of the Joint Venture], hereby authorize Mr./Ms. \_\_\_\_\_ to sign this bid document as well as any contract resulting from bid number \_\_\_\_\_ and any other documents and correspondence in connection with this bid and/or contract for and on behalf of the Joint Venture.

NAME OF THE MEMBER FIRM(S)	REPRESENTATIVE OF THE FIRM	DESIGNATION OF THE REPRESENTATIVE OF THE FIRM	SIGNATURE

**NOTE: A copy of the Joint Venture Agreement, Joint Venture Certificate indicating the percentage contribution of each firm to the Joint Venture and the allocation of responsibilities and the resolution authorizing the above-mentioned person to sign all relevant documents must be attached.**

Initial



**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

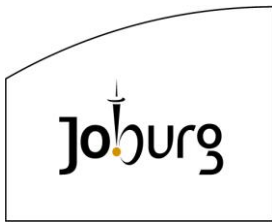
**CONSORTIUM CERTIFICATE**

We, the undersigned consortium partners, hereby authorize \_\_\_\_\_ [Name of entity] to act as lead consortium partner and further authorize Mr./Ms. \_\_\_\_\_ to sign this offer as well as any contract resulting from bid number \_\_\_\_\_ and any other documents and correspondence in connection with this bid and / or contract for and on behalf of the consortium.

<b>CONSORTIUM PARTNER</b>	<b>FULL NAME OF CONSORTIUM MEMBER</b>	<b>PARTICIPATION %</b>	<b>SIGNATURE</b>

**NOTE: A copy of the Consortium Agreement, Consortium Certificate indicating the allocation of responsibilities of consortium partner to the Consortium and the resolution authorizing the above-mentioned person to sign all relevant documents must be attached.**

Initial



**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

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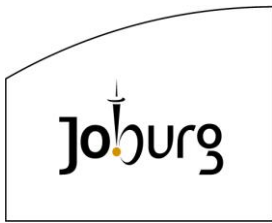
**SUBCONTRACTING CERTIFICATE**

I/We, the undersigned bidder undertake to subcontract \_\_\_\_\_% of the total bidding value to the below subcontractor/s.

<b><i>NAME OF SUBCONTRACTOR</i></b>	<b><i>CONTACT MEMBER OF THE SUB CONTRACTOR</i></b>	<b><i>% TO BE SUBCONTRACTED</i></b>	<b><i>SIGNATURE</i></b>

**NOTE: A copy of the Subcontract Agreement indicating the allocation of responsibilities of each subcontractor must be attached.**

Initial



**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

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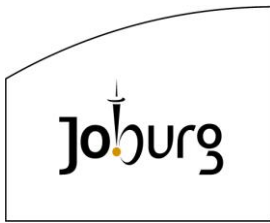
**PARTNERSHIP CERTIFICATE**

We, the undersigned partners in the business trading as \_\_\_\_\_ hereby authorize Mr./Ms. \_\_\_\_\_ to sign this offer as well as any contract resulting from bid number \_\_\_\_\_ and any other documents and correspondence in connection with this bid and / or contract for and on behalf of the abovementioned partnership.

<i><b>NAME OF PARTNER</b></i>	<i><b>IDENTITY NO.</b></i>	<i><b>OWNERSHIP %</b></i>	<i><b>SIGNATURE</b></i>

**NOTE: A copy of the Partnership Agreement indicating the allocation of responsibilities of each partner to the Partnership and the resolution authorizing the above-mentioned person to sign all relevant documents must be attached.**

Initial



**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

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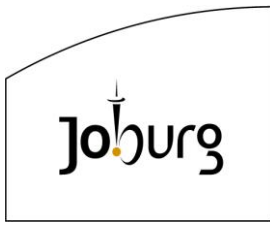
## **MBD 1 – PART B**

### **1. IMPORTANT NOTICE**

A bidder is required to take notice of the following in the preparation and submission of this bid. **THIS IMPORTANT NOTICE APPLIES TO THE BID AS A WHOLE AND MUST BE READ AS PART OF EVERY SECTION AND ANNEXURE TO THIS BID DOCUMENT.**

- 1.1. The bidder must read this bid document diligently and where possible take advice or refer to the relevant legislation and regulation applicable to procurement.
- 1.2. The bid document must be completed in black ink and in full, correctly and truthfully. Provided that it's not relevant to the bidder, it must be marked "**N/A**".
- 1.3. Bid documents must be sealed when submitted. The submission must be delivered at the correct address as it reads from this bid document on or before the closing date and before the closing time. The correct time to be used will be Telkom time. No submission shall be accepted other than in the manner described in this paragraph.
- 1.4. Information requested must be provided. Such information must be genuine. Should information be a copy of the original, such copy must be certified and commissioned as the true copy of the original in terms of the relevant laws.
- 1.5. Documents requested [including those under "returnable documents" under specifications / terms of reference] must be attached at the end of that particular annexure requesting such information. Should the information exceed the provided space, an addendum must be attached at the end of that particular annexure requesting such information.
- 1.6. Any requirement for signature must be signed at the appropriate space provided. It shall be deemed that the signatory is the bidder or a duly authorized person of the bidder.
- 1.7. The briefing session **must** be attended if compulsory. If not, the municipality highly recommends that the briefing session be attended.

Initial

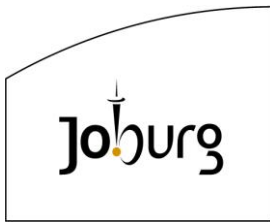


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- 1.8. **Error/s made must be scratched and signed next to the error by the same person who signs the bid document. Therefore, no tipex is allowed. In addition, error/s made and relating to price must be accompanied by a letter [in the bidder's letterhead] pointing out the error made and acknowledging that it is his or her signature and was signed by the bidder for reasons of correcting the error.**
- 1.9. The bid may be rejected in the event that the bidder:
- 1.9.1. fails to complete fully this bid document or to provide the information requested, or to sign the bid at the appropriate spaces provided or next to errors, his/her/its bid may be rejected due to non-compliance or being invalid;
  - 1.9.2. is found to be a role player or commits criminal act/s including fraud, price rigging, corruption, collusion, or forgery, the bidder shall be rejected. In the case of an award already made, the award or contract shall be terminated;  
or
  - 1.9.3. any of its director/s or those of the subcontractor/s or partner/s:
    - 1.9.3.1. owe municipal charges and is in arrears for more than 3 (three) months;
    - 1.9.3.2. had during the last 5 (five) years failed to perform satisfactorily on previous contract with the municipality or municipal entity or organ of the state after written notice was given to perform satisfactorily;
    - 1.9.3.3. abused the supply chain management of the municipality or municipal entity or committed an improper conduct;
    - 1.9.3.4. has been listed in the register of tender defaulters; or
    - 1.9.3.5. if any of the bidder's principals are in the service of the state.
- 1.10. Any steps taken because the bidder has failed to comply as provided in terms of this important notice or breached terms and conditions of the bid, shall not prevent the

Initial



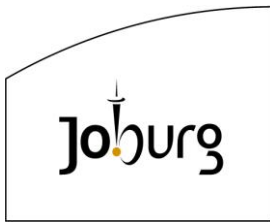
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municipality from taking any steps available in law in addition to the remedies taken because of non-compliance or breach.

- 1.11. **Failure to take note of the advice and recommendations made under this important notice, shall be at the bidder's own risk.**
- 1.12. This bid will be subject to public adjudication and notice of the date and time of the sitting shall be published on the Municipality's website.
- 1.13. Bid documents must be collected at the stipulated address, date and time as advertised, or downloaded from the appropriate websites.
- 1.14. Bid documents will be opened after the closing time and all bidders and their prices will be published on the municipality's website.
- 1.15. The bid award shall be published in the municipal websites.
- 1.16. **BID SUBMISSION:**
  - 1.16.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.
  - 1.16.2. This bid is subject to the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.
  - 1.16.3. The successful bidder will be required to sign a written service level agreement.
- 1.17. The City of Johannesburg reserves the right to source information from various sources to verify the information provided by the bidder in this bid and to enable the City to assess the bidder's financial stability and viability, and record of business conduct. The information to be sourced may include information relevant for the verification of all the information submitted by the bidder in this bid and any other information that may reasonably be deemed necessary to enable the City's verification and assessment, including the following:
  1. Commercial risk ratings;

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**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

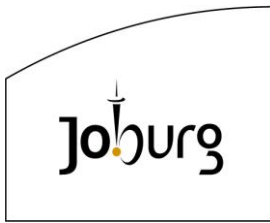
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2. Whether the bidder honours commitments with suppliers and/or customers;
  3. Trade references;
  4. Company statutory information;
  5. Bidder's current address;
  6. Tax information;
  7. Bidder certification by international or local standard setting bodies and/or verification agencies;
  8. Shareholding (shares and/or financial instruments held in and/or by the bidder);
  9. Whether the bidder has relevant capacity (resources, infrastructure etc.) to execute the contract;
  10. Annual Financial Statements, or information included therein;
  11. Property interests of the bidder and principals;
  12. Judgements, and default listings of the bidder and principals, as well as debt review of principals;
  13. Business rescue, liquidation of bidder and sequestration of principals;
  14. Principals, including their shareholdings and/or business interests in the bidder and other entities as well as current interests.
- 1.18. The City may source the information directly from the sources, or make use of agents to source the information on its behalf.

**1.19. Consent form in terms of section 11 of the Protection of Personal Information Act, 2013 ("POPIA")**

- 1.19.1. In order for the City to consider the bidders response, it will be necessary for the City to process certain personal information which the bidder may share with the City for the bid submission, including personal information – which may include special personal information ("personal information"). Personal information will be processed by the City for the purposes of

Initial



**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

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assessing the bidder’s submission in relation to the bid. The City may also share the bidder’s personal information with third parties to carry out verification and background checks, where necessary. In this regard, the bidder acknowledges that the City’s authorized verification agent/s and service provider/s will access the personal information.

1.19.2. By ticking yes, and signing below, the bidder agrees and voluntarily consents to the City processing the bidder’s personal information for the purpose of evaluating its submission, including to confirm and verify any information provided in the submission and the bidder gives the City permission to do so. The bidder agrees that the personal information may be disclosed by the City to third parties. The bidder understands that it is free to withdraw its consent on written notice to the City, however if consent is not given or is withdrawn, the City may be unable to process the bid submission.

Please tick one:

Yes

No

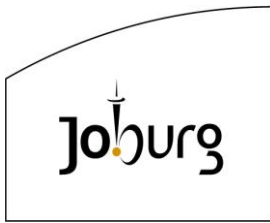
\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Capacity**

\_\_\_\_\_  
**Name of Bidder**

Initial



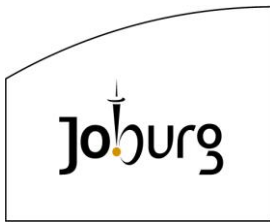
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**2 CONDITIONS OF BID**

- 2.1. No bid will be accepted from persons in the service of the state as defined in the Municipal Finance Management Act and Regulations.
- 2.2. The bid terms and conditions remain binding to the bidder throughout the contracting period.
- 2.3. A consideration of this bid is subject to governing legislation, including those relating to B-BBEE, the City's development goals, Preferential Procurement Policy Framework Act 5 of 2000 and its Regulations as amended.
- 2.4. That the tender may not necessarily be awarded to the bidder scoring the highest points.
- 2.5. The bidder is prohibited from participating in any form of price manipulation or bid rigging including those in MBD 9. If found, the bidder will be disqualified, or award be terminated.
- 2.6. Negotiations will only be conducted with selected bidder/s where necessary.
- 2.7. An award may be made to more than one bidder.
- 2.8. If considered necessary, the municipality reserves the right to visit the bidder's place of business and/or its customers.
- 2.9. The specifications are the copyright of the municipality.
- 2.10. The municipality reserves the right to cancel the requests for bids at any time or stage before the award or not to accept any bid.
- 2.11. Should it be found that the bidder has not been truthful and/or dishonest, then municipality shall cancel the award and negotiate with the next acceptable bidder.
- 2.12. All bids will be treated as confidential to the extent that the Municipality is required by law to publish or make information in the bid available to a third party.
- 2.13. Any dispute arising out of or relating to the bid must first be referred to the Accounting Officer for resolution.

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**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

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2.14. Remedies

- (1) If an organ of state is of the view that a tenderer submitted false information regarding a specific goal, the City of Johannesburg will —
  - (a) inform the tenderer accordingly; and
  - (b) give the tenderer an opportunity to make representations within 14 days as to why the tender may not be disqualified or, if the tender has already been awarded to the tenderer, the contract should not be terminated in whole or in part.
- (2) After considering the representations referred to in subparagraph (2.14) (b), the City of Johannesburg may, if it concludes that such information is false—
  - (a) disqualify the tenderer or terminate the contract in whole or in part; and
  - (b) if applicable, claim damages from the tenderer.

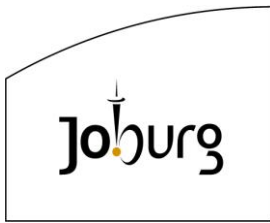
2.15. The tender may be divisible and be awarded to more than one bidder.

2.16. The City reserves the right to award the bid in full, partially or not at all.

**3. TERMS AND CONDITIONS FOR BIDDING [Part B – Tax Compliance Requirements]**

- 3.1. Bidders must ensure compliance with their tax obligations.
- 3.2. Bidders are required to submit their unique personal identification number (PIN) issued by the South Africa Revenue Services (SARS) to enable the organ of state to view the taxpayer's profile and tax status.
- 3.3. Application for the tax compliance certificate (TCC) or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website [www.sars.gov.za](http://www.sars.gov.za).
- 3.4. Foreign suppliers must complete the pre-award questionnaire in 3.7 below.

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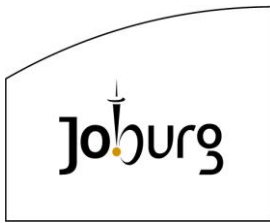
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- 3.5. Bidders may also submit a printed TCC certificate together with the bid. In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCC certificate / PIN and CSD number.
- 3.6. Where no TCC is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.
- 3.7. **If the answer is “no” to all of the below, then it is not a requirement to register for a tax compliance status system pin code from SARS and if not register as per 3.3 above.**

Question	Yes	No
Is the entity a resident of the republic of South Africa (RSA)?		
Does the entity have a branch in the RSA?		
Does the entity have a permanent establishment in the RSA?		
Does the entity have any source of income in the RSA?		
Is the entity liable in the RSA for any form of taxation?		

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**4. TAX MATTERS**

**It is a condition of the bid that the taxes of the successful bidder must be in order as at the date of award, or that satisfactory arrangements have been made with SARS to meet the bidder's tax obligations as at the date of award. The annexure must be read in conjunction with the important notice.**

- 4.1. The bidder must submit the tax compliance status PIN / CSD in order to enable the verification of the tax status of the bidder.
- 4.2. The bidder, upon being called to, must submit a valid Tax Clearance Certificate issued by any SARS branch office in order to determine tax compliance. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 4.3. The tax affairs of the bidder, as at the date of award, must be tax compliant.
- 4.4. Provided that the bid has Consortia / Joint Ventures / Sub-contractors involved, the conditions in 4.2 and 4.3 above equally apply to each member of the Consortia / Joint Ventures / Sub-contractor.

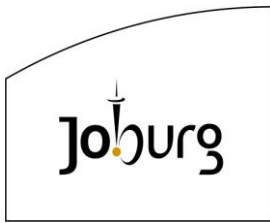
\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Capacity**

\_\_\_\_\_  
**Name of Bidder**

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**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

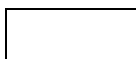
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**5. GENERAL TERMS AND CONDITIONS OF THE CONTRACT**

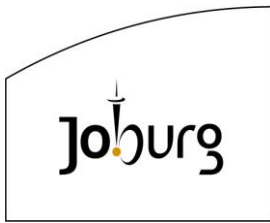
- a) In this document words in the singular also refer to the plural and *vice versa* and words in the masculine also mean in the feminine and neuter.
- b) The General Conditions of Contract (GCC) will form part of all bid documents and may not be amended.
- c) Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the GCC. Whenever there is a conflict, the provisions in the SCC shall prevail.
- d) Wherever the following words appear, they will have interchangeable meaning: "purchaser" refers to the "municipality" and "supplier" refers to the "bidder".

Definitions

1. 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.



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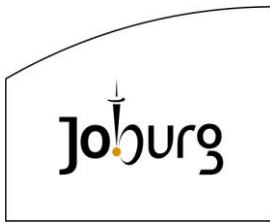


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- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced 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 markets 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.

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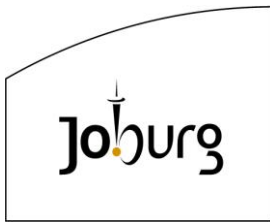


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- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, 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 those 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.

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2. Application

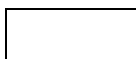
- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where 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

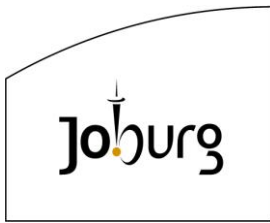
- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. Invitations to bid are, in addition to the purchaser's website and/or newspapers, are 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](http://www.treasury.gov.za).

4. Standards

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



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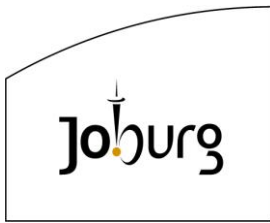
5. Use of contract documents and information; inspection

- 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.

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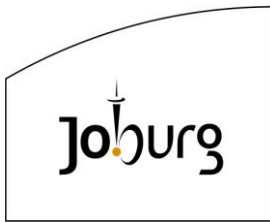
7. Performance security

- 7.1. Within 30 (thirty) 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:
- (a) 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
  - (b) a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than 30 (thirty) 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 analysis

- 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 purchaser or an organization acting on behalf of the purchaser.

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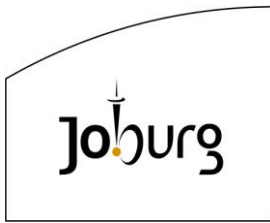


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- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary 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.

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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.

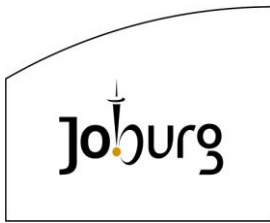
10. Delivery and documents

- 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

- 11.1. 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.

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12. Transportation

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

13. Incidental services

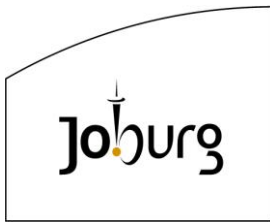
13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (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 supplier 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

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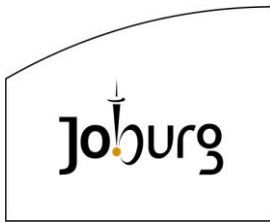
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- 14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser 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.
- 15.2. 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.
- 15.3. This warranty shall remain valid for 12 (twelve) 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 18 (eighteen) 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.

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- 15.4. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.5. 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.
- 15.6. 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.

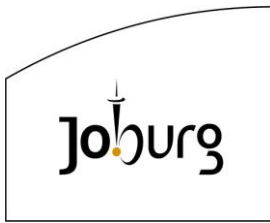
16. Payment

- 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 fulfilment of other obligations stipulated in the contract.
- 16.3. Payments shall be made promptly by the purchaser, but in no case later than 30 (thirty) 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.

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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 contract 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.

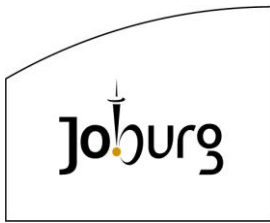
21. Delays in the supplier's performance

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).

21.3. 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.

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**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

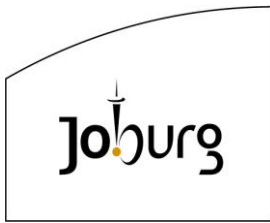
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- 21.4. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.5. The right is reserved to procure outside of the contract small quantities 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.
- 21.6. 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.
- 21.7. 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.

Initial



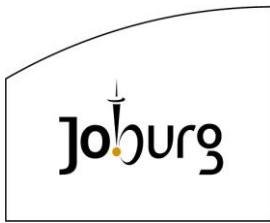
**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

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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; 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 (ten) 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 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) 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-

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**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

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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 5 (five) 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.

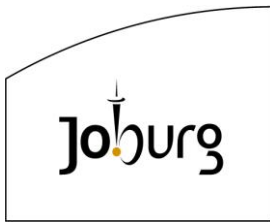
These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

- 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 5 (five) years and not more than 10 (ten) 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 antidumping 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.

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**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

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24.2. 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

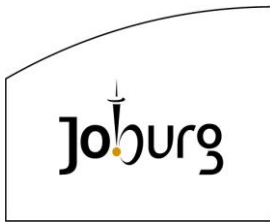
25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result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

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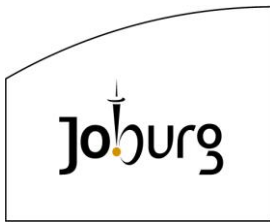
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27. Settlement of Disputes

- 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 30 (thirty) 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.
- 27.6. 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.

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**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

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28. Governing language

28.1. 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.

29. Applicable law

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

30. Notices

30.1. 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.

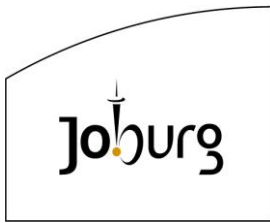
30.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

31. Taxes and duties

31.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

31.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

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**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

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31.3. No contract shall be awarded to any bidder whose tax matters are not in order. A tax clearance certificate must be submitted and if a copy, such must be certified as the true copy of the original. Revenue Services.

32. National Industrial Participation (NIP) Programme

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

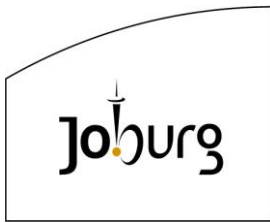
33. Prohibition of Restrictive practices

33.1. 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).

33.2. 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 1998.

33.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

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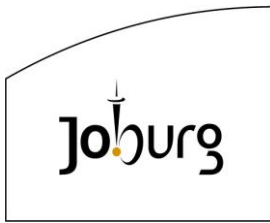
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**SECTION 1**

1.1	<b>CONDITIONS OF AWARD</b> <b>Notwithstanding the suppliers' proposal being recommended for award, an award shall not be made to a supplier whose:</b>
1.1.1	Tax matters are not in order, as confirmed in terms of the National Treasury's Centralized Supplier Database (CSD) and/or SARS.
1.1.2	Municipal Rates and Taxes of the bidder and that of its Directors is in arrears for more than 3 (three) months and there are no arrangements made with the relevant Municipality.
1.1.3	Directors and Principal members are in the Service of the State as defined in Regulation 1, of the Municipal Supply Chain Management Regulations.
1.1.4	Name of the bidder or that of its directors appear on the National Treasury's database of Restricted Suppliers.

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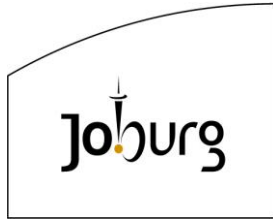
APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.

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## **SECTION 2**

**TERMS OF REFERENCE**  
**PLEASE REFER TO APPENDIX "A"**  
**AT THE BACK OF THE DOCUMENT.**

Initial



**BID NO: COJ/GCSS003/23-24**

**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

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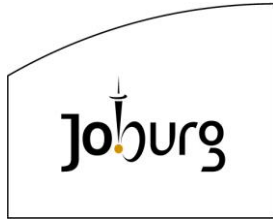
**FORM OF BID**

**NB. ERROR/S OR ALTERATION/S MADE MUST BE SCRATCHED AND SIGNED NEXT TO THE ERROR OR ALTERATION BY THE SAME PERSON WHO SIGNS THE BID DOCUMENT. THEREFORE, NO TIPEX IS ALLOWED. IN ADDITION, ERROR/S OR ALTERATION/S MADE RELATING TO PRICE MUST BE ACCOMPANIED BY A LETTER [IN THE BIDDER'S LETTERHEAD] POINTING OUT THE ERROR ALTERATION MADE AND ACKNOWLEDGING THAT IT IS THE DELEGATED SIGNATORY AND WAS SIGNED BY THE BIDDER FOR REASONS OF CORRECTING THE ERROR.**

**IN THE EVENT THAT THE BIDDER FAILS TO FULLY COMPLETE THIS FORM OF BID OR TO PROVIDE THE INFORMATION REQUESTED, OR TO SIGN THE BID AT THE APPROPRIATE SPACES PROVIDED OR NEXT TO ERRORS, THE BID WILL BE REJECTED AS NON-RESPONSIVE.**

**BIDDERS TO FILL IN THE FOLLOWING TABLE**

Initial



BID NO: COJ/GCSS003/23-24

**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

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CATEGORY	DESCRIPTION	PRICE PER VEHICLE (Incl. VAT)	EQUIPMENT COST PER VEHICLE (Incl. VAT)	VEHICLE REGISTRATION FEE Per Vehicle (Incl. VAT)	SUB-TOTAL PER VEHICLE (Inc. VAT)	QUANTITIES	TOTAL PRICE (Inc. VAT)
A	Major Fire and Rescue Pumper					15	
B	Water tankers					2	
C	Prime Mover					1	
D	Telescopic Turntable Ladder					1	

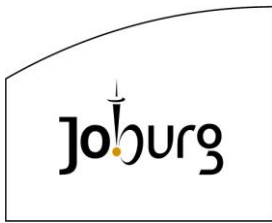
Prices include Value Added Tax

Rate of Value Added Tax Ø \_\_\_\_\_%

Ø To be inserted by the Proposer

Name of Proposer (in full): \_\_\_\_\_

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**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

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**PROPOSAL PRICE ADJUSTMENT**

Is this a firm price proposal? \_\_\_\_\_

**The answer to the above question must either be YES/NO**

**NB:** If neither Yes or No is inserted the Bid price will be taken to be firm and no adjustment will be allowed, notwithstanding anything to the contrary elsewhere contained.

If the answer to the above question is **NO**, Proposers are to provide a detailed Annexure specifying components and percentages of the pricing elements that will fluctuate. An indication should be given of the escalation across the Bid period stipulating base rates that the Bid is premised upon and changes in the subsequent year. Failure to provide details in this regard will invalidate your claim for a Bid price adjustment.

Name of bidder (in full) : \_\_\_\_\_

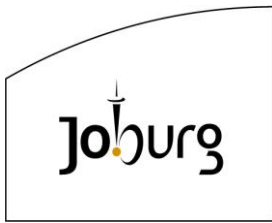
Company Registration Number : \_\_\_\_\_

VAT Registration Number : \_\_\_\_\_

Business address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Postal address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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BID NO: COJ/GCSS003/23-24

**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

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Telephone number : \_\_\_\_\_

E-mail address : \_\_\_\_\_

Name of person authorized to sign this Bid : \_\_\_\_\_

(BLOCK LETTERS)

Signature of person authorized to sign this Bid \_\_\_\_\_

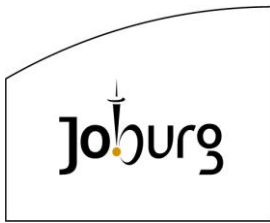
Date : \_\_\_\_\_ 2024

As witness : \_\_\_\_\_

**NB: THE RESOLUTION AUTHORIZING THE ABOVE-MENTIONED PERSON TO SIGN ALL RELEVANT DOCUMENTS MUST BE ATTACHED.**

\_\_\_\_\_

Initial



APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.

SECTION 3

MBD 3.2

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

NAME OF BIDDER: .....	BID NUMBER: COJ/GCSS003/23-24
CLOSING TIME: 10:30AM	CLOSING DATE: 21 FEBRUARY 2024.

OFFER TO BE VALID FOR 12 (TWELVE) MONTHS FROM THE CLOSING DATE OF BID

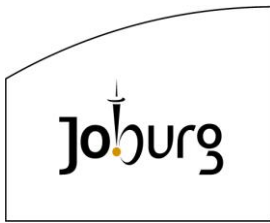
- IN CASES OF PERIOD CONTRACTS, NON-FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON-FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
- IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.

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**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

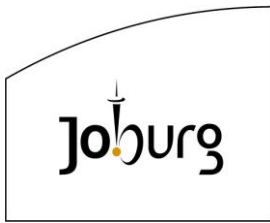
<i>FACTOR (D1, D2 etc. eg. Labour, transport etc.)</i>	<i>PERCENTAGE OF BID PRICE</i>

**PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

<i>PARTICULARS OF FINANCIAL INSTITUTION</i>	<i>ITEM NO</i>	<i>PRICE</i>	<i>CURRENCY</i>	<i>RATE</i>	<i>PORTION OF PRICE SUBJECT TO ROE</i>	<i>AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD</i>
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

Initial



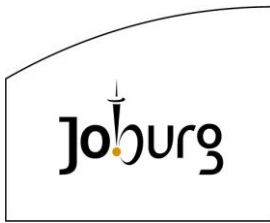
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				ZAR=		
				ZAR=		

2. *Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)*

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

Initial



**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

**MBD 4**

**DECLARATION OF INTEREST**

- 1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1. Full Name of bidder or his or her representative: .....

3.2. Identity Number: .....

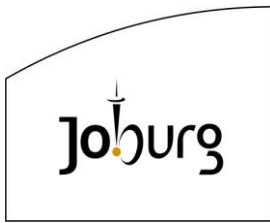
3.3. Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....

<sup>1</sup> **MSCM Regulations:** "in the service of the state" means to be –

- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the national Assembly or the national Council of provinces;
- (b) <sup>2</sup> a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) An employee of Parliament or a provincial legislature.

<sup>2</sup> **Shareholder**" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

Initial



**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

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3.4. Company Registration Number: .....

3.5. Tax Reference Number: .....

3.6. VAT Registration Number: .....

3.7. The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8. Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.....  
.....

3.9. Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars.....

3.10. Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars.....

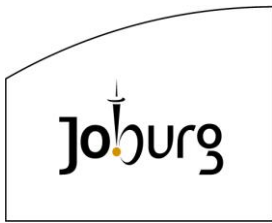
3.11. Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars.....

3.12. Are any of the company's directors, trustees, managers, principle shareholders

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**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

or stakeholders in service of the state? **YES/NO**

3.12.1 If yes, furnish particulars.....

3.13. Are any spouse, child or parent of the company’s directors, trustees, managers, Principle Shareholders or stakeholders in service of the state? **YES/NO**

3.13.1 If yes, furnish particulars.....

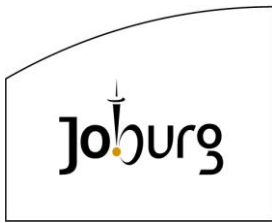
3.14. Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or no they are bidding for this contract? **YES / NO**

3.14.1 If yes, furnish particulars: .....

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

Initial



BID NO: COJ/GCSS003/23-24

**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

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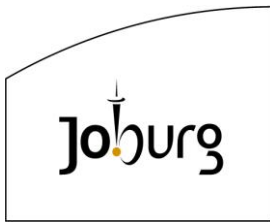

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Capacity**

\_\_\_\_\_  
**Name of Bidder**

**Initial**



**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

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**Declaration of interest**

In order to give effect to the declaration of interest [MBD 4], the following questionnaire must be completed. The bidder is required to respond by yes or no to the declarations and furnish information in the format provided in the event that the response is YES. By appending signature at the end, the bidder confirms the declarations to be true and correct. The declaration must be read in conjunction with the important notice.

1. Have you been in the service of the state for the past twelve months?

**YES / NO**

2. Are any of the bidder's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

**YES / NO**

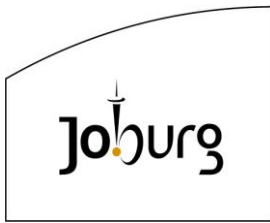
3. Is any spouse, child or parent of the bidder's directors, trustees, managers, major shareholder/s or stakeholder/s in service of the state?

**YES / NO**

4. Do you or any of the director/s, trustee/s, manager/s, major shareholder/s, or stakeholder/s of the bidder have any interest in any other related companies or business whether or not they are bidding for this contract?

**YES / NO**

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**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

5. If yes in any or all of the above, furnish particular in the format below.

<b>Paragraph reference</b>	<b>Full Name</b>	<b>Identity number</b>	<b>State employee number</b>	<b>Status</b> <i>[currently or past employed]</i>	<b>Relationship to bidder</b>
1					
2					
3					
4					

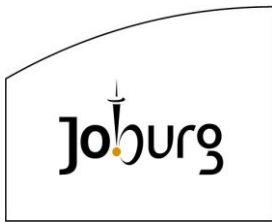
\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Capacity**

\_\_\_\_\_  
**Name of Bidder**

Initial



**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

**MBD 5**

**DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)**

*For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:*

1 Are you by law required to prepare annual financial statements for auditing? **YES/NO**

1.1 If yes, submit audited annual financial statements for the past Three years or since the date of establishment if established during the past three years.

.....  
.....

2 Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days? **YES/NO**

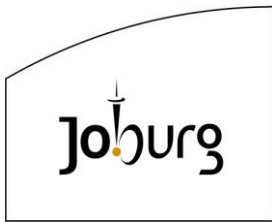
2.1. If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

.....  
.....

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? **YES/NO**

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**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

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3.1 If yes, furnish particulars

.....  
.....

4. Will any portion of goods or services be sourced from outside **YES/NO**  
the Republic, and, if so, what portion and whether any portion  
of payment from the municipality / municipal entity is expected  
to be transferred out of the Republic?

4.1 If yes, furnish particulars

.....  
.....

**CERTIFICATION**

I, THE UNDERSIGNED (NAME) .....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.  
I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO  
BE FALSE.

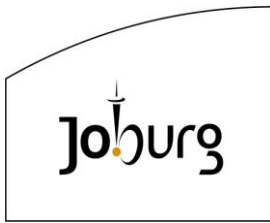
\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Capacity**

\_\_\_\_\_  
**Name of Bidder**

Initial



**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

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**DECLARATION FOR PROCUREMENT ABOVE R10 MILLION**

In order to give effect to the Declaration for Procurement above R10 Million [MBD 5] (Vat Included), the bidder is required to furnish information in the format provided in the event that the response is NO. By appending signature at the end, the bidder confirms the declarations to be true and correct. The declaration must be read in conjunction with the important notice.

1. If the bidder is not required by law to prepare annual financial statements for auditing, *such bidder must submit independently reviewed AFS, if required to have its AFS independently reviewed by law, or independently prepared AFS if it is an owner-managed company that is exempt from having its AFS audited or independently reviewed in accordance with the Companies Act, 71 of 2008, as amended and the Companies Regulations, 2011 for the past three years or since the date of establishment during the past three years from which to determine the true financial position of the bidder.*

---

**Signature**

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**Date**

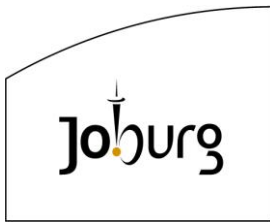
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**Capacity**

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**Name of Bidder**

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**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

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MBD 6.1

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2022**

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

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

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**1. GENERAL CONDITIONS**

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

- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

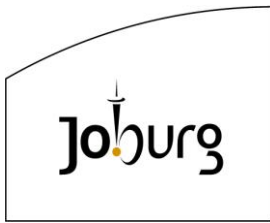
1.2

- a) The applicable preference point system for this tender is the 90/10 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

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**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>90</b>
<b>SPECIFIC GOALS</b>	<b>10</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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.

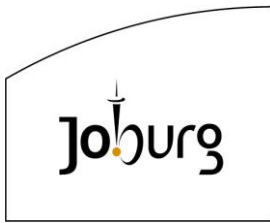
1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

**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

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includes all applicable taxes less all unconditional discounts;

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

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

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

**3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

**3.1. POINTS AWARDED FOR PRICE**

**3.1.1 THE 90/10 PREFERENCE POINT SYSTEMS**

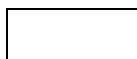
A maximum of 90 points is allocated for price on the following basis:

**90/10**

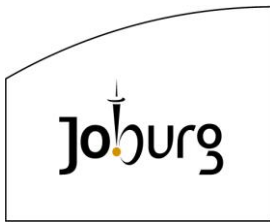
$$Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration



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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 90 points is allocated for price on the following basis:

**90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

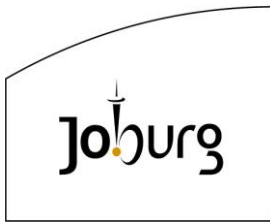
Pmax = Price of highest acceptable tender

**4. POINTS AWARDED FOR SPECIFIC GOALS**

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which

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states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

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

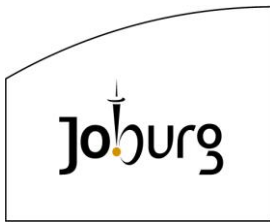
then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

***The tenderer must indicate how they claim points for each preference point system.)***

The specific goals allocated points in terms of this tender	Means of verification	Number of points allocated (90/10 system)	Number of points claimed ((90/10 system) (To be completed by the tenderer)
Business owned by 51% or more: Black People	2	CSD, BBBEE certificate / Affidavit sworn under oath, ID copy of owner/s of the business and	

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**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

		shareholder's certificate.	
Business owned by 51% or more: Women	3	CSD, ID copy of owner/s of the business and shareholder's certificate.	
SMMEs (an EME or QSE)	1	CSD, and BBBEE certificate / Affidavit sworn under oath.	
Subcontracting to business owned by designated groups (Up to 30%)	4	Draft subcontracting agreement to the designated groups, and valid BBBEE certificate / sworn affidavit of the subcontracted business.	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

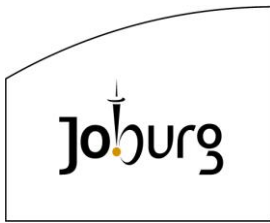
4.3. Name of company / firm .....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company

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**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

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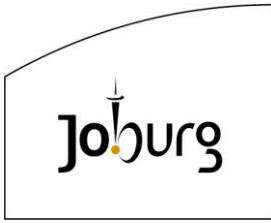
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any

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**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

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:** .....

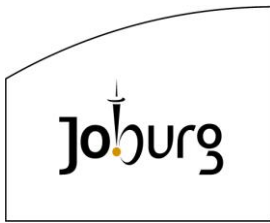
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**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

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**MBD 6.2**

**DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

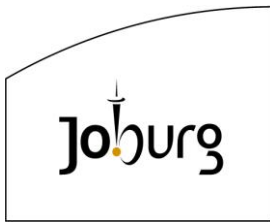
This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed by the Department of Trade, Industry and Competition, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

**1. General Conditions**

- 1.1. In the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.2. Where necessary, for tenders referred to in paragraph 1.1 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and specific goals as contained in the Preferential Procurement Regulations, 2022.

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**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

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1.3. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.4. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286:2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

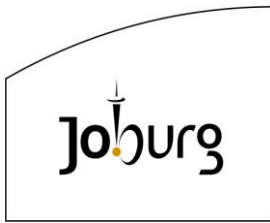
Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

1.5. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

**2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

Initial



**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

No	Description of services, works or goods	Stipulated minimum threshold
1	Fire Fighting vehicles	30%
<b>Components and manufacturing processes against which the overall local content be discharged</b>		
	<b>Components &amp; manufacturing processes</b>	<b>% Local content threshold</b>
2.	Crew Cabin	100%
3.	Super structure	100%
4.	Assembly	100%

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

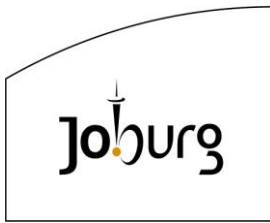
The relevant rates of exchange information is accessible on [www.resbank.co.za](http://www.resbank.co.za)  
 Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

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**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

- 4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the Department of Trade, Industry and Competition must be informed accordingly in order for the Department of Trade, Industry and Competition to verify and in consultation with the AO/AA provide directives in this regard.

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO. ....**

**ISSUED BY:** (Procurement Authority / Name of Institution):  
.....

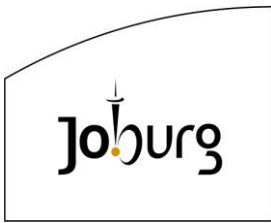
NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names), do hereby declare, in my capacity as ..... of .....(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.

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**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

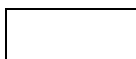
**SIGNATURE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

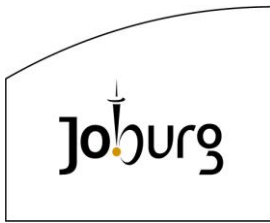
**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_



Initial



**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

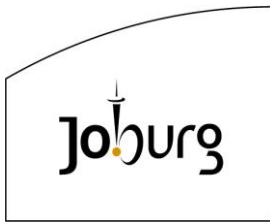
**MBD 8**

**DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a. abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. Been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

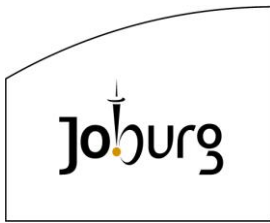
Initial



**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>(To access this Register enter the National Treasury’s website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</b></p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
4.2.1	<p>If so, furnish particulars:</p>		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
4.3.1	<p>If so, furnish particulars:</p>		
4.4	<p>Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
4.4.1	<p>If so, furnish particulars:</p>		

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**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME).....CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

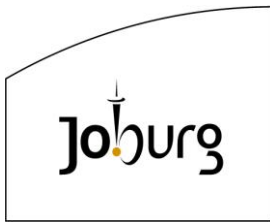
\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Capacity**

\_\_\_\_\_  
**Name of Bidder**

**Initial**



**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

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**MBD 9****CERTIFICATE OF INDEPENDENT BID DETERMINATION**

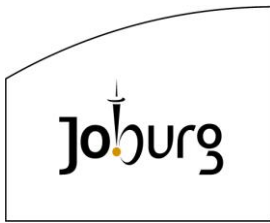
1. This Municipal Bidding Document (MBD) must form part of all bids<sup>3</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>4</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

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<sup>3</sup> Includes price quotations, advertised competitive bids, limited bids and BIDs.

<sup>4</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

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**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

- 5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_ (Bid Number and Description)

In response to the invitation for the bid made by:

\_\_\_\_\_ (Name of Municipality / Municipal Entity)

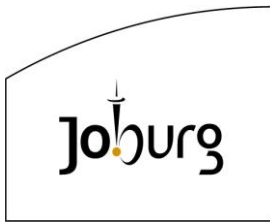
Do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1. I have read and I understand the contents of this Certificate;
- 2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;

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**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

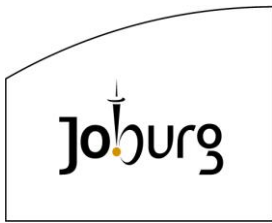
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5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
- (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. 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 consortium<sup>5</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) Bidding with the intention not to win the bid.

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<sup>5</sup> 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.

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**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

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8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.
10. 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.

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**Signature**

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**Date**

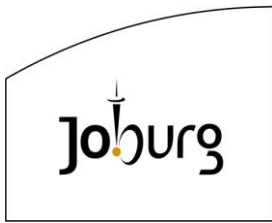
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**Capacity**

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**Name of Bidder**

Initial



**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

**DECLARATION ON STATE OF MUNICIPAL ACCOUNTS**

- A Any bid may be rejected if:
- Any municipal rates and taxes or municipal service charges owed by the bidder and any of the directors to the municipality or a municipal entity, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.
  - In the case of International companies having South African Agencies and that business premises are leased, proof of lease agreements and / or monthly rental statements must be submitted.
  - The above will also be applicable for directors of the bidder/s who are leasing residential premises. Where the directors of the bidder/s reside outside the country, this requirement is not applicable.

B Bid Information

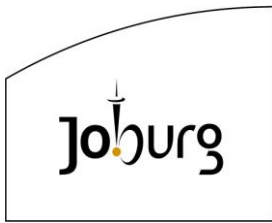
i. Name of bidder  
.....

ii. Registration Number  
.....

iii. Municipality where business is situated  
.....

iv. Municipal account number for rates  
.....

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**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

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v. Municipal account number for water and electricity  
.....

vi. Names of all directors, their ID numbers and municipal account number.

- a. ....
- b. ....
- c. ....
- d. ....
- e. ....

**C Documents to be attached.**

- i. A copy of municipal account mentioned in B (iv) & (v) (Not older than 3 (three) months)
- ii. A copy of municipal accounts of all directors mentioned in B (vi) (Not older than 3 (three) months)
- iii. Proof of directors

I/We declare that the abovementioned information is true and correct and that the following documents are attached to this form:

.....  
.....  
.....

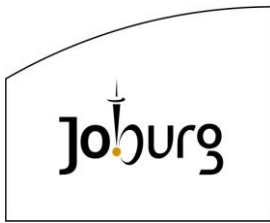
\_\_\_\_\_

**Signature**

\_\_\_\_\_

**Date**

Initial



**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

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### **SUBMISSION OF PROOF OF MUNICIPAL ACCOUNTS OR LEASE AGREEMENTS**

1. Municipal Accounts / Rates / Taxes:

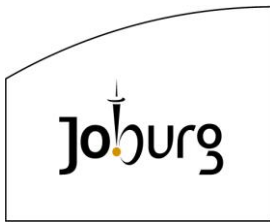
1.2. A Bidder is required to provide municipal accounts for the firm and for each director / shareholder / partner to prove that the bidder or any of its directors / shareholders / partners is not in arrears with their municipal account for more than 3 (three) months, or that the necessary arrangements have been made with the Municipality.

1.3. If the bidder or any of its directors / shareholders / partners is unable to provide municipal accounts for the firm and/or for each director / shareholder / partner as is required, then the bidder is to provide an affidavit, which is signed before a commissioner of oaths, which outlines the facts which make it not to be able to accede to the request for municipal accounts.

5. Further to the affidavit, the bidder is to provide a confirmation letter from the relevant municipality confirming the following: -

1. The name(s) of the owner(s) of the account(s)
2. The relevant account(s) number(s); and

Initial

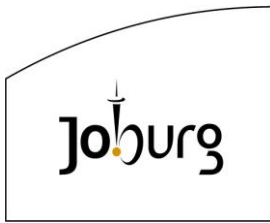


**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

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3. That the municipal accounts above, are not in arrears for more than 3 (three) months; or
  4. that an acceptable arrangement has been concluded and exists.
- 
1. Lease Agreement:
    - 2.1. If the bidder does not own the property from where it carries on business, or if any or any of director / shareholder / partner does not own a property in the Republic, the bidder is required to provide a copy of the Lease Agreement for the premises where it carries on business or where the director / shareholder / partner resides.
    - 2.2. If the bidder is unable to provide a copy of the Lease Agreement as is required, then the bidder is to provide an affidavit, which is signed before a commissioner of oaths which outlines the facts which make it not to be able to produce and provide lease agreement in respect of the property it carries on business or in which its director / shareholder / partner resides.

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**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

**MBD 10**

**DECLARATION IN TERMS OF REGULATION 21 OF THE MUNICIPAL SUPPLY CHAIN MANAGEMENT REGULATIONS**

**In order to give effect to the declaration in this annexure, it must be completed and signed. By appending signature at the end, the bidder confirms the declarations to be true and correct. The declaration must be read in conjunction with the important notice.**

1. I declare that I am duly authorised to act on behalf of \_\_\_\_\_ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.
  
2. To the extent that the bidder or any director/member/partner of the bidder is in arrears for a longer period than 3 (three) months, an acceptable arrangement has been agreed. Such arrangement appears more fully in the letter from the municipality/confirmation letter of municipal rates/ affidavit relating to the municipal rates/taxes.

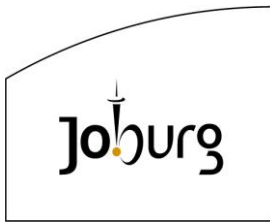
\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Capacity**

\_\_\_\_\_  
**Name of Bidder**

Initial



**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

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**SECTION 4**

**Technical data, omissions, variations**

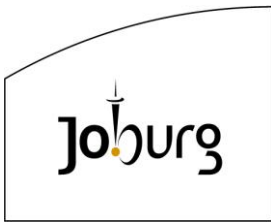
**1. Bank Details**

Name of Bankers: \_\_\_\_\_  
Address of Bankers: \_\_\_\_\_  
Branch of Bank: \_\_\_\_\_  
Bank Account Number: \_\_\_\_\_

**2. Details of Similar Work Recently Carried Out**

DESCRIPTION OF WORK	COMPLETION DATE	CLIENT NAME AND CONTACT DETAILS	VALUE (R)

Initial



**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

**3. Qualifications by Bidder**

Should the bidder desire to make any departures from or modifications to the General Conditions of Contract, Specification, Drawings, or in any other way to qualify this bid, he must set out his BIDs clearly hereunder, or alternatively state them in a covering letter attached to this bid and referred to hereunder, failing which the bid will be deemed to be unqualified.

If no departures or modifications are desired, the schedule hereunder is to be marked NIL and signed by the bidder.

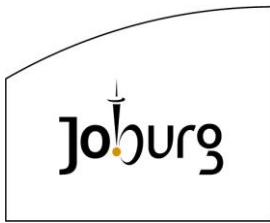
PAGE	CLAUSE OR ITEM

**4. Work to be done by others**

Full details must be provided here of any work required from the Council or others to provide complete execution of the work to the satisfaction of the Council.

DESCRIPTION OF WORK	TO BE EXECUTED BY

Initial



**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

**5 Sub-Contractors**

Full details must be provided here of any work regarding sub-contractors which may be used for installation, maintenance, repair, supply of accessories and supply of parts.

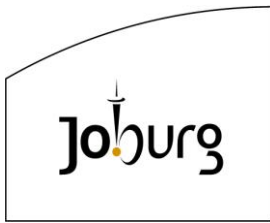
DESCRIPTION OR WORK/EQUIPMENT	TO BE EXECUTED

**6 Plant, Transport and Staff Available**

Bidders must list all equipment available for use on the contract, and must fully describe the equipment and/or plant and must further state whether owned or leased.

DESCRIPTION OF EQUIPMENT/PLANT	QUANTITY	OWNED/LEASED

Initial



**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

**7 Omissions and Variations from the Council's Specification**

Bids will be held to be entirely in accordance with the Council's specification except in the respects stated hereunder and the goods and/or services will be subject to rejection if it is found on delivery that they do not/it does not comply with the Council's specification on additional points which have not been approved in writing:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If the bid is in accordance with the Council's specification in all respects, the bidder must state so here:

\_\_\_\_\_  
\_\_\_\_\_

**8. Indemnity Clause**

I/We the undersigned, do hereby indemnify and hold harmless the Council in respect of all loss, cost, damage or injury that may be caused to any premises or to any person or animal by reason of the performance of this contract.

I/We, further indemnify the Council in respect of all legal and other expenses that may be incurred by the Council in examining, resisting or settling any damage, injury or loss that may in any way be occasioned by work necessary in terms of the contract.

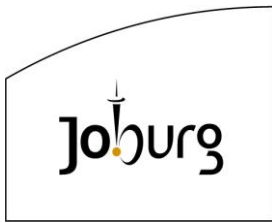
\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Capacity**

\_\_\_\_\_  
**Name of Bidder**

Initial



**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

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## **APPENDIX A**

Initial

**APPOINTMENT OF SERVICE PROVIDER/S FOR THE SUPPLY, DELIVER  
AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES  
(RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY  
MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER  
AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET)  
FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE  
PERIOD OF TWO (2) YEARS.**

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**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER  
AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET)  
FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE  
PERIOD OF TWO (2) YEARS.**

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**N/B BIDDERS MUST SUBMIT ORIGINAL PROPOSAL PLUS ONE COPY, SOFT COPY ON A USB.**

**1. DISCLAIMER**

- 1.1 The City reserves the right to not be limited or confined to these specifications in the event of future changes to the applicable legislation and or technology.
- 1.2 The City encourages all prospective bidders to quote on the latest technology in the market that is compliant with South African applicable Legislation and Standards relevant to this industry.
- 1.3 It remains incumbent on the successful service provider/s to furnish the City with the relevant performance guarantee certification aligned to the various warranty periods stipulated in the bid document. The City reserves the right to reject any equipment/component/fitting delivered without any certification as stipulated in the bid document.
- 1.4 Payment will be made on delivery and acceptance of the Red Fleet by the City within 30 days of the receipt of the invoice and delivery note from the service provider. No up-front payments will be made to the successful bidder/s.
- 1.5 Any item/equipment found to have defects during testing or first use will have to be replaced with new at no cost to the CoJ within 2 months of notification of the defect.
- 1.6 Save where it is expressly stipulated in this document, no representation will be given by the CoJ or any of its officials, agents or advisors with respect to the information in this document.
- 1.7 These bid documents have been compiled solely for the purpose set out herein and is not intended to form any part or basis of any investment decision by the bidders, their equity members or funders. Each person to whom the bid documents is made available shall make their own independent assessment of the project after investigation and taking such other professional advice, as they deem necessary.
- 1.8 The CoJ reserves the right to amend, modify the terms and conditions set out in this document at its sole discretion or to withdraw the bid document or terminate the procurement process at any time, without prior notice and without liability to compensate or reimburse any persons or entity in relation thereto.
- 1.9 The CoJ reserves the right to use information submitted to it in terms of any bid without acknowledging or compensating the owners or authors of such information.

**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER  
AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET)  
FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE  
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- 1.10 The CoJ reserves the right to award the bid in full, partially or not at all.
- 1.11 The quantities indicated above are given in good faith, may be varied at the sole discretion of the CoJ, subject to the business requirements of EMS.
- 1.12 The successful bidder will be liable for a penalty equal to 2% of the value of the affected vehicle(s) that the services provider fails to deliver within the agreed timelines. The penalty shall be levied at each instance, applied for each month (cumulative) that the service provider delays delivery. Should the penalty period be less than a month the penalty will be calculated on a pro rata basis, assuming a 30-day calendar month.
- 1.13 The statistical information is provided to assist the bidders in preparation of their bids, however the CoJ gives no assurances or warranties as to precision thereof or to future trends. Bidders will need to satisfy themselves about the information and make suitable provision for non-material variations in the information provided.
- 1.14 The City may, prior to award, require that the preferred bidder/s demonstrate that they will have the required capital or access thereto from a Registered Financial Services Provider to enable performance.

## **2. BACKGROUND**

- 2.1 The City of Johannesburg Metropolitan Municipality provides services throughout its areas of jurisdiction which comprises of 7 (seven) regions with various regional offices, department offices, municipal entity offices and depots.
- 2.2 CoJ provides Fire and Rescue vehicles (Red Fleet) for services to citizens within the Greater Johannesburg Municipal Area, including, but not limited to the following:
  - a) Aquatic flood incident response
  - b) Rapid intervention vehicle rescue incident response
  - c) Urban Search and Rescue services (USAR)
  - d) Hazardous Material and Items (HAZMAT) incident response
  - e) Disaster Management response
  - f) Public Information, Education and Relations (PIER)
  - g) Proactive services and fire safety
  - h) Corporate services and training academy and
  - i) Provision of rescue and firefighting services.

**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

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2.3 CoJ requires suitably qualified service provider/s to Manufacture/Supply, Deliver and Commission Specialised Fire and Rescue vehicles.

### **3. DELIVERABLES AND SCOPE OF WORK**

3.1 Bidders are required to deliver as per the scope outlined below:

3.1.1 Supply, delivery and commissioning of the following Fire and Rescue vehicles (Red Fleet).

- Major Fire and Rescue Pumper.
- Water Tankers
- Telescopic Aerial Ladder
- Prime Mover

3.1.2 Bidders are required to provide proposal of the four types of vehicles as specified in the bid document.

#### **CATEGORY A**

**Table:1**

<b>Item No</b>	<b>Category- Description</b>	<b>Projected Quantity</b>
01	Major Fire and Rescue Pumper	15

#### **CATEGORY B**

**Table:2**

<b>Item No</b>	<b>Category- Description</b>	<b>Projected Quantity</b>
01	Water Tanker	4

#### **CATEGORY C**

**Table:3**

<b>Item No</b>	<b>Category- Description</b>	<b>Projected Quantity</b>
01	Prime Mover	1

**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

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**CATEGORY D**

**Table:4**

Item No	Category- Description	Projected Quantity
01	Telescopic Aerial Ladder/ Turntable ladder	1

- 3.1.3 Bidders shall bid for either one or more categories. It is imperative for bidders submitting offers for any of the categories to ensure that they bid/ quote for **ALL** required quantities in that category to avoid disqualification.
- 3.1.4 Detailed specifications for all categories are attached as **Annexures B, C, D and E**.
- 3.1.5** The CoJ will not guarantee any quantities in respect of the vehicles specified in this document. The CoJ will endeavour to source all its associated requirements from the successful bidder/s.
- 3.1.6 The successful bidder/s will be required to manufacture, supply, deliver and commission each specialised Fire and Rescue vehicle/s awarded for, within eight (8) months from date of order. Bidders can indicate a lesser time where they are able to deliver vehicles before the required date.
- 3.1.7 The bidder must ensure that the fitments of all the required attachments, accessories and modifications meet the specifications attached to this bid.
- 3.1.8 The City will appoint an oversight/inspection team, post award, that will monitor and approve the production process milestones from inception to completion prior delivery to the City.
- 3.1.9 The Bidder shall manage the value chain for Red Fleet procurement, amongst others including production schedules, licencing, registration, branding, securing the relevant warranties and/ or maintenance plans, as well as the delivery of each Red Fleet vehicle to the CoJ.
- 3.1.10 The bidders must take into consideration local dealer footprint of vehicle manufacturers, future value/aftermarket, spare part availability and distribution in South Africa.
- 3.1.11 The Bidder must finance the entire Red Fleet for the manufacture, supply, delivery and commissioning of specialised Fire and Rescue vehicles, including initial licencing and registration of the vehicles process from its own funding resources, and only invoice the CoJ for the full purchase price of the Red Fleet vehicle once it is physically delivered and accepted by the City.
- 3.1.12 The vehicle licencing and registration must be done within the jurisdiction of CoJ.

**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

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3.1.13 The successful bidder will be required to train/transfer skill to employees of the CoJ on technical skills including equipment training accredited by the OEM at no cost to the City.

**4. MINIMUM REQUIREMENTS**

4.1 The bidders will be required to be registered as Manufacturer, Importer and Builder (MIB) and certified by the Department of Transport.

4.2 The bidders will be assessed for their financial viability.

4.3 The bidders must be able to demonstrate the methodology used to manage stakeholder’s logistics, value chain for Red Fleet procurement, including production schedules, licencing and registration, branding, securing the relevant warranties and/ or maintenance plans, as well as the delivery of each Red Fleet vehicle to the CoJ.

4.4 Proposal from qualified, experienced and capable service providers must address the following elements for each of the services, including but not limited to:

- 4.4.1 Implementation plan with work breakdown framework
- 4.4.2 Quality Management Plan
- 4.4.3 After Sale Support Plan on Warrantee, Guarantee and Service Plan
- 4.4.4 Operational Risk Management Plan.
- 4.4.5 Skills transfer and Training Plan.

**N.B: THE CONDITIONS OF THIS BID WILL BE CARRIED OVER INTO THE FINAL CONTRACT WITH THE SUCCESFUL BIDDER.**

**5. RETURNABLE DOCUMENTS**

**Table:5**

a	Attendance of the compulsory briefing session.	Mandatory Requirement
b	Audited Financial Statements for the last three financial years to be provided	Administrative Requirement
c	Company structure and company profile, including: 1. Full details of ownership and shareholding 2. Company’s physical address (Copy of Utility Bill/affidavit)	Administrative Requirement
d	Proof of compliance with the Employment Equity Act.	Administrative Requirement
e	Proof of CSD Registration.	Administrative Requirement
f	Fully completed and signed Form of Bid.	Mandatory Requirement
g	Municipal Accounts for the Company and all Directors, not more than three (3) months old and not more than 90 days in arrears, or a valid lease agreement, or if a bidder or any of its directors do not own a property and are not leasing, a sworn affidavit explaining the	Condition of Award

**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

	circumstances must be submitted. If the municipal rates are more than 90 days in arrears, proof of a payment arrangement with the relevant municipality must be submitted.	
h	Declaration on State of Municipal Accounts (Administrative Requirement)	Administrative Requirement
i	Manufacturer Importer and Builder (MIB) certificate issued by the Department of Transport.	Mandatory Requirement
j	Invitation to bid (MBD 1)	Administrative Requirement
k	Fully completed and signed MBD Forms [MBD 3.2, 4, 5, 6.1, 6.2(Including Annexure C, D, E and proof of SARB rate (ROE) of exchange used), 8, 9 and 10. (All administrative excluding MBD6.2 and related annexures, which are a Mandatory Requirement)	Mandatory Requirement
l	Technical Data, Omissions, Variations and Company Details.	Administrative Requirement
m	Sub-contracting agreement including the plan to capacitate the appointed sub-contract bid document.	Administrative Requirement
n	BBBEE certificate.	Administrative Requirement
o	Project plan.	Administrative Requirement
p	Pricing schedule (MBD 3.2).	Mandatory Requirement
q	Signed reference letters on the previous client's letterhead with the following information: -Project name, Start and end date, Contact details of the contactable person and Project value per project.	Administrative Requirement
r	CV's of the company executives and project team.	Administrative Requirement
s	Joint Venture agreement/s, where applicable.	Joint Venture agreement/s, where applicable.
t	Bank rating letter / bank code report issued by a financial institution, indicating financial strength of the bidder to deliver the quantum of the good being required by the City. The value in the bank rating letter/ bank code must be equal to or exceed the bidder's tendered amount.	Mandatory requirement
v	Compliant tax status.	Condition of Award

**6. DISQUALIFYING CRITERIA**

- a) Failure to attend the compulsory briefing.
- b) Failure to complete and sign the Form of Bid.
- c) Failure to complete the City of Johannesburg pricing schedule in full for the categories bidding for.
- d) Failure to attach a letter on a company letterhead confirming errors or alterations in the pricing schedule.
- e) Failure to submit proof of Original Equipment Manufacturer (OEM) certificates.
- f) Failure to submit MIB certificate for category A, B, C and D in line with the specification.

## 7. PRICING SCHEDULE

- 7.1 Pricing on components that are subject to fluctuations in Rates of Exchange (ROE) shall not be fixed. The bidder must specify components in the pricing schedule that will be affected by fluctuations in ROE.
- 7.2 Bidders must submit a schedule, on the bidder's letterhead, reflecting a price breakdown of all components affected by fluctuations in ROE.
- 7.3 The ROE to be used in this bid shall be determined by the rate published by the South African Reserve Bank (SARB) for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.
- 7.4 The relevant ROE information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)
- 7.5 The relevant rates of exchange must be indicated against the appropriate currency in the table below:

**Table:6**

<b>Currency</b>	<b>Rates of Exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Yuan	
Other:	

- 7.6 Bidders must submit proof of the SARB ROE used.
- 7.7 Failure to fully complete pricing schedule table below per category will render your bid non-responsive.
- 7.8 Bidders must quote unit prices and total prices where applicable. Such prices must include all applicable duties, taxes, and other levies.
- 7.9 Bidders must clearly indicate if they are not bidding for a specific category by writing the words "Not Bidding" in the relevant category row, instead of leaving the row completely blank. Failure to make the indication will be regarded as a failure to fully complete the City of Johannesburg pricing schedule and the bid will be disqualified as a result.

**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

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**Table:7**

<b>CATE GORY</b>	<b>DESCRIPTION</b>	<b>PRICE PER VEHICLE (Incl. VAT)</b>	<b>EQUIPMENT COST PER VEHICLE (Incl. VAT)</b>	<b>VEHICLE REGISTRATION FEE Per Vehicle (Incl. VAT)</b>	<b>SUB-TOTAL PER VEHICLE (Incl.VAT)</b>	<b>QUANTI TIES</b>	<b>TOTAL PRICE (Incl.VAT)</b>
A	Major Fire and Rescue Pumper					15	
B	Water tankers					2	
C	Prime Mover					1	
D	Telescopic Turntable Ladder					1	

## 8. COMPULSORY BRIEFING SESSION

8.1 Prospective Bidders are required to attend the compulsory briefing session. Bidders who fail to attend the compulsory briefing session will be disqualified from the bidding process and any of their submissions that have already been presented shall not be considered for further participation in the bidding process.

8.2 All reasonable endeavours will be made to respond to queries raised at the briefing session, however these as well as those that would not have been adequately responded to, shall be confirmed in writing subsequent to the briefing session.

## 9. LOCAL CONTENT

9.1 Bidders should take note that Fire fighting vehicles must have a specified local content as follows:

- The below table indicate the stipulated minimum local content for fire fighting vehicles.

**Table: 8**

Product	Local content threshold
Fire Fighting vehicles	30%

- Table above: provides the stipulated minimum threshold for local and production for Fire Fighting vehicles categories by components. To ensure that the minimum local content designated is discharged on manufacturing activities, the components and conversion activities in the manufacture of Fire fighting vehicles are further designated and must also be included in bid invitation.
- Table below: Local Content Designated on a Fully-Build Unit and Components and conversion Activities against which the overall Local Content must be discharged, per Fire fighting Vehicles.

**Table: 9**

No	Components and manufacturing processes against which the overall local content be discharged	
	Components & manufacturing processes	% Local content threshold
1.	Crew Cabin	100%
2.	Super structure	100%
3.	Assembly	100%

**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

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- 9.2 Only bids having the minimum local content as it applies to fire fighting vehicles shall be considered. The percentage local content for this bid should be indicated as part of bid submission.
- 9.3 The local content (LC) expressed as a percentage of the bid price, related to fire fighting vehicles, must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011.

$$LC = (1-x/y) * 100$$

Where

x is the imported content in Rand and,

y is the bid price in Rand excluding value added tax (VAT)

- 9.4 Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp) at no cost.**

Guidance on the Calculation of Local Content together with Local Content Declaration Templates (**Annex C, D and E**) is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp) and they are also attached below:

## **10. EVALUATION CRITERIA**

Bids will initially be evaluated on administrative compliance, and all responsive bids will be further evaluated in terms of functionality. Bidders that score the minimum functionality points will then be evaluated in respect of Regulation 5(1) of the Preferential Procurement Regulations 2022 using the 90:10 points system. Only bidders who score 70 points and more on functionality will be evaluated in terms of the price competitiveness and the City's specific goals.

**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

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**Table:8**

**Functionality Evaluation Matrix**

**CATEGORY A – FIRE AND RESCUE PUMPER/ENGINE**

<b>CATEGORY A</b>	<b>Criteria application</b>	<b>Measure</b>	<b>Points</b>	<b>Weight</b>
<b>Company Experience</b>	Bidders must demonstrate that they have manufactured and supplied the Fire and Rescue Pumper/Engine.	Bidders must submit proof in the form of a minimum three (3) relevant contactable reference letters to demonstrate the number of years of experience.  The references must clearly indicate the period when the Fire and Rescue pumper/ engine was manufactured and supplied		20
	Five (5) years' experience and above		20	
	Three (3) years or more but <b>less than five</b> years' experience		10	
	Less than three (3) years' experience		0	
	<b>Criteria application</b>	<b>Measure</b>	<b>Points</b>	<b>Weight</b>
<b>MANUFACTURER CAPABILITY</b>	Bidders must be able to demonstrate that they have the capacity to manufacture and supply a Fire and Rescue Pumper/ Engine.  Delivery on site from date of order being issued:	Bidders must include a detailed 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 and commissioning).  Bidders that only provide a delivery date and not a detailed scope of programme will score <b>0 points</b> .		25

**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

		<b>N/B For illustrative purposes, use closing date of the tender as the date of placement of an order.</b>		
	Manufacture, Supply, Deliver and Commission minimum of 5 vehicles within 8 months and below months			
	More than 5 vehicles in 8 months		25	
	5 vehicles in 8 months		15	
	Less than 5 vehicles in 8 months		0	
	<b>Criteria application</b>	<b>Measure</b>	<b>Points</b>	<b>Weight</b>
<b>COMPANY TRACK RECORD</b>	Bidders must be able to demonstrate the company track record to manufacture and supply a Fire and Rescue Pumper/ Engine.	The Bidder must submit a signed appointment letter and copy of the delivery note for each vehicle under Category A.		40
	Manufacture, supply, delivery and commissioning of vehicles in Category A with more than 8 vehicles in a single project.		40	
	Manufacture, supply, delivery and commissioning of vehicles in Category A with the total number of 6 to 8 vehicles in a single project.		20	
	Manufacture, supply, delivery and commissioning of vehicles in Category A with less than 6 vehicles in a single project.		0	
	<b>Criteria application</b>	<b>Measure</b>		<b>Points</b>
<b>PRODUCTION RISK MANAGEMENT PLAN</b>	Bidders must be able identify the Risk management plan in manufacture, supply deliver and commissioning of Fire and Rescue Pumper/ Engine.	The Bidder must submit a Risk Management Plan that will demonstrate the project risks and mitigating remedies.		5
	Defaults during performance testing.			
	Supplier delay as per agreed time frames			
	Non insurable risk			

**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

	<b>Criteria application</b>	<b>Measure</b>		<b>Points</b>
<b>TRAINING AND SKILL TRANSFER</b>	Training of employees on the usage of vehicles Category A			5
	Training of more than 90 employees		5	
	Training of 60 to 90 employees		3	
	Training of less than 60 employees		0	
	<b>Criteria application</b>	<b>Measure</b>	<b>Points</b>	<b>Weight</b>
<b>OPERATIONAL PLAN</b>	The Bidder must submit an operational plan outlining the following:			5
	Availability of parts		2	
	a. RSA		1	
	b. Outside RSA		1	
	Warrantee management plan (Post delivery)		1	
	Communication plan		1	

**CATEGORY B – WATER TANKER**

**Table: 9**

<b>CATEGORY B</b>	<b>Criteria application</b>	<b>Measure</b>	<b>Points</b>	<b>Weight</b>
<b>Company Experience</b>	Bidders must demonstrate that they have manufacturer/ supplied the Water Tanker.	Bidders must submit proof in the form of a minimum three (3) relevant contactable reference letters to demonstrate the number of years of experience.  The references must clearly indicate the period when the Water Tanker was manufactured and supplied		20
	Five (5) years' experience and above		20	
	Three (3) years or more but <b>less than five</b> years' experience		10	
	Less than three (3) years' experience		0	
	<b>Criteria application</b>	<b>Measure</b>	<b>Points</b>	<b>Weight</b>

**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

<b>MANUFACTURE CAPABILITY</b>	Bidders must be able to demonstrate that they have the capacity to manufacture and supply a Water Tanker.  Delivery on site from date of order being issued:	Bidders must include a detailed 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 and commissioning).  Bidders that only provide a delivery date and not a detailed scope of programme will score <b>0 points.</b>  <b>N/B For illustrative purposes, use closing date of the tender as the date of placement of an order.</b>		25
	Manufacture, Supply, Deliver and Commission minimum of one (1) vehicle within eight (8) months and below months			
	Two (2) vehicles in eight (8) months		25	
	One (1) vehicle in eight (8) months		15	
	<b>Criteria application</b>	<b>Measure</b>	<b>Points</b>	<b>Weight</b>
<b>COMPANY TRACK RECORD</b>	Bidders must be able to demonstrate the company track record to manufacture and supply a Fire and Rescue Pumper/ Engine.	The Bidder must submit a signed appointment letter and copy of the delivery note for each vehicle under Category B		40
	Manufacture, supply, delivery and commissioning of vehicles in Category B with more than 2 vehicles in a single project.		40	
	Manufacture, supply, delivery and commissioning of vehicles in Category B with the total number of 2 to vehicles in a single project.		20	
	Manufacture, supply, delivery and commissioning of vehicles in Category B with 1 vehicle in a single project.		0	
	<b>Criteria application</b>	<b>Measure</b>		<b>Points</b>
<b>PRODUCTIO N RISK MANAGEME NT PLAN</b>	Bidders must be able identify the Risk management plan in manufacture, supply deliver and	The Bidder must submit a Risk Management Plan that will demonstrate the project risks and mitigating remedies.		5

**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

	commissioning of Fire and Rescue Pumper/ Engine.			
	Defaults during performance testing;			
	Supplier delay as per agreed time frames			
	Non insurable risk			
	<b>Criteria application</b>	<b>Measure</b>		<b>Points</b>
<b>TRAINING AND SKILL TRANSFER</b>	Training of employees on the usage of vehicles Category B			5
	Training of more than 90 employees		5	
	Training of 60 to 90 employees		3	
	Training of less than 60 employees		0	
	<b>Criteria application</b>	<b>Measure</b>	<b>Points</b>	<b>Weight</b>
<b>OPERATIONAL PLAN</b>	The Bidder must submit an operational plan outlining the following:			5
	Availability of parts		2	
	a. RSA		1	
	b. Outside RSA		1	
	Warranty management plan (Post delivery)		1	
Communication plan		1		

**CATEGORY C – PRIME MOVER**

**Table: 10**

<b>CATEGORY C</b>	<b>Criteria application</b>	<b>Measure</b>	<b>Points</b>	<b>Weight</b>
<b>Company Experience</b>	Bidders must demonstrate that they have manufactured/ supplied the Prime Mover and/ or similar vehicle with hydraulic operated systems e.g.: Waste collection vehicle and/ or Fire engine etc.	Bidders must submit proof in the form of a minimum three (3 relevant contactable reference letters to demonstrate the number of years of experience.		20

**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

		The references must clearly indicate the period when the Prime Mover and/ or similar vehicle with hydraulic operated systems e.g.: Waste collection vehicle and/ or Fire engine. was manufactured and supplied		
	Five (5) years' experience and above		20	
	Three (3) years or more but <b>less than five</b> years' experience		10	
	Less than three (3) years' experience		0	
	<b>Criteria application</b>	<b>Measure</b>	<b>Points</b>	<b>Weight</b>
<b>MANUFACTURE CAPABILITY</b>	Bidders must be able to demonstrate that they have the capacity to manufacture and supply a Prime Mover and/ or similar vehicle with hydraulic operated systems e.g.: Waste collection vehicle and/ or Fire engine etc.  Delivery on site from date of order being issued:	Bidders must include a detailed 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 and commissioning). Amongst list of documents to be added risk management plan  Bidders that only provide a delivery date and not a detailed scope of programme will score <b>0 points</b> .  <b>N/B For illustrative purposes, use closing date of the tender as the date of placement of an order.</b>		30
	Manufacture, Supply, Deliver and Commission one (1) vehicle within 8 months.			
	One 1 vehicle in less than 6 months		30	
	One (1) vehicle in 6 months or more but less than 8 months		15	
One (1) vehicle in more than 8 months		0		

**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

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	<b>Criteria application</b>	<b>Measure</b>	<b>Points</b>	<b>Weight</b>
<b>COMPANY TRACK RECORD</b>	Bidders must be able to demonstrate the company track record to manufacture and supply a Prime Mover and/ or similar vehicle with hydraulic operated systems e.g.: Waste collection vehicle and/ or Fire engine etc.	The Bidder must submit a signed appointment letter and copy of the delivery note for each vehicle under Category C.		25
	Manufacture and/or supply, delivery and commissioning of Prime Mover and/ or similar vehicle with hydraulic operated systems e.g.: Waste collection vehicle and/ or Fire engine etc.		25	
	<b>Criteria application</b>	<b>Measure</b>		<b>Points</b>
<b>PRODUCTION RISK MANAGEMENT PLAN</b>	Bidders must be able identify the Risk management plan in manufacture, supply deliver and commissioning of Prime Mover	The Bidder must submit a Risk Management Plan that will demonstrate the project risks and mitigating remedies.		5
	Defaults during performance testing;			
	Supplier delay as per agreed time frames			
	Non insurable risk			
	<b>Criteria application</b>	<b>Measure</b>		<b>Points</b>
<b>TRAINING AND SKILL TRANSFER</b>	Training of employees on the usage of vehicles Category C			10
	Training of more than 90 employees		10	
	Training of 60 to 90 employees		5	
	Training of less than 60 employees		0	
	<b>Criteria application</b>	<b>Measure</b>	<b>Points</b>	<b>Weight</b>

**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

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<b>OPERATIONAL PLAN</b>	The Bidder must submit an operational plan outlining the following:			10
	Availability of parts a. RSA b. Outside RSA		4 2	
	Warranty Management Plan (post delivery)		2	
	Communication Plan		2	

**CATEGORY D - TELESCOPIC/ TURNTABLE LADDER**

**Table: 11**

<b>CATEGORY D</b>	<b>Criteria application</b>	<b>Measure</b>	<b>Points</b>	<b>weight</b>
<b>Company Experience</b>	Bidders must demonstrate that they have manufactured and/or supplied the Telescopic /Turntable Ladder	Bidders must submit proof in the form of a minimum three (3) relevant contactable reference letters to demonstrate the number of years of experience.  The references must clearly indicate the period when the Telescopic/Turntable Ladder was manufactured and/or supplied		20
	Five (5) years' experience and above		20	
	Three (3) years or more but <b>less than five</b> years' experience		10	
	Less than three (3) years' experience		0	
	<b>Criteria application</b>	<b>Measure</b>	<b>Points</b>	<b>Weight</b>
<b>MANUFACTURE CAPABILITY</b>	Bidders must be able to demonstrate that they have the capacity to manufacture and Telescopic/ Turntable Ladder.	Bidders must include a detailed Scope of Programme indicating each stage from order date to delivery on site.		30

**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

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	Manufacture, Supply, Deliver and Commission one (1) vehicle within 8 months and below months	Lead times for each stage to be included (e.g. manufacturing, shipment, delivery to site and commissioning Bidders that only provide a delivery date and not a detailed scope of programme will score <b>0 points.</b>  <b>N/B For illustrative purposes, use closing date of the tender as the date of placement of an order.</b>		
	One (1) vehicle in less than 8 months		30	
	One (1) vehicle in 8 months or more but less than 12 months		15	
	One (1) vehicle in more than 12 months		0	
	<b>Criteria application</b>	<b>Measure</b>	<b>Points</b>	<b>Weight</b>
<b>COMPANY TRACK RECORD</b>	Bidders must be able to demonstrate the company track record to manufacture and/or supply a telescopic/ Turntable Ladder	The Bidder must submit a signed appointment letter and copy of the delivery note for each vehicle under Category D.		25
	Manufacture and/or supply, delivery and commissioning of a Telescopic/ Turntable Ladder.		25	
	<b>Criteria application</b>	<b>Measure</b>		<b>Points</b>
<b>PRODUCTION RISK MANAGEMENT PLAN</b>	Bidders must be able identify the Risk management plan in manufacture, supply deliver and commissioning of Prime Mover	The Bidder must submit a Risk Management Plan that will demonstrate the project risks and mitigating remedies.		5

**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

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	Defaults during performance testing.			
	Supplier delay as per agreed time frames			
	Non insurable risk			
	<b>Criteria application</b>	<b>Measure</b>		<b>Points</b>
<b>TRAINING AND SKILL TRANSFER</b>	Training of employees on the usage of vehicles Category D			10
	Training of more than 90 employees		10	
	Training of 60 to 90 employees		5	
	Training of less than 60 employee		0	
	<b>Criteria application</b>	<b>Measure</b>	<b>Points</b>	<b>Weight</b>
<b>OPERATIONAL PLAN</b>	The Bidder must submit an operational plan outlining the following:			10
	Availability of parts			
	a. RSA		4	
	b. Outside RSA		2	
	Warranty management plan (Post delivery)		2	
Communication plan		2		

**Price and Specific Goals**

This entails the evaluation of proposals using the 90/10 preferential point system where a maximum of 90 points will be allocated for price and a maximum of 10 points will be allocated for specific goals as indicated in the table below in line with the revised Preferential Procurement Regulations, 2022.

Only bidders that score the minimum functionality threshold (70 points) will be evaluated using 90/10 preferential point system.

**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

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**Table:12**

<b>No</b>	<b>Applicable Criteria</b>	<b>POINTS</b>
<b>1</b>	PRICE	90
<b>2</b>	COJ Specific Goals	10
<b>TOTAL</b>		<b>100</b>

A maximum of 10 points will be allocated in accordance with the City's Specific Goals as follows:

**Table:13**

<b>Specific Goals</b>	<b>Points</b>	<b>Means of verification</b>
Business owned by 51% or more: Black People	2	CSD, BBBEE certificate / Affidavit sworn under oath, ID copy of owner/s of the business and shareholder's certificate.
Business owned by 51% or more: Women	3	CSD, ID copy of owner/s of the business and shareholder's certificate.
SMMEs (an EME or QSE)	1	CSD, and BBBEE certificate / Affidavit sworn under oath.
Subcontracting to business owned by designated groups (Up to 30%)	4	Draft subcontracting agreement to the designated groups, and valid BBBEE certificate / sworn affidavit of the subcontracted business.

**11. NEGOTIATIONS**

Negotiations will be held with the preferred bidder/s in order to reach an agreement on all aspects of the proposal and subsequently to sign an agreement that shall be entered into between the parties. The preferred bidder/s shall timeously be informed of the date, time and venue of such negotiations.

The negotiations may include a discussion of all aspects of the preferred bidder/s' proposal as well as any recommendations proposed in respect of the improvement of the required fleet. The City and the preferred bidder shall agree on all terms and conditions, which shall form part of the Agreement to be entered into between the parties.

**APPOINTMENT OF SERVICE PROVIDER/S FOR THE MANUFACTURE/SUPPLY, DELIVER AND COMMISSIONING OF SPECIALISED FIRE AND RESCUE VEHICLES (RED FLEET) FOR THE CITY OF JOHANNESBURG EMERGENCY MANAGEMENT SERVICE (EMS) FOR THE PERIOD OF TWO (2) YEARS.**

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Should the parties fail to reach agreement, the City will elect to start negotiations with the short-listed Bidder/s scoring the second highest points in terms of the proposal evaluation. Should the second bidder also fail to reach a market-related price with the City, the City negotiate a market-related price with the bidder scoring the third highest points in terms of the proposal evaluation. Should the third bidder also fail to reach an agreement a market-related price with the City, the City will cancel the tender.

## **12. AWARDING OF THE CONTRACT**

The tender shall finally be awarded by the City following successful negotiations with the preferred bidder/s, the bidder/s scoring the second highest points or the bidder scoring the third highest points. Once negotiations have successfully been completed, the City shall promptly notify the other bidders who have submitted proposals that they were unsuccessful.

## **13. INFORMATION AND ENQUIRIES**

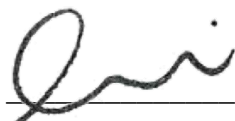
13.1 All queries must be submitted to the fleet project administration document via email to [redfleet@joburg.org.za](mailto:redfleet@joburg.org.za). Only written queries submitted to this email address will be considered.

(Wendy Sibisi)

(BSC Chairperson)



Approved /  Not Approved:



5 January 2024

FLOYD BRINK

CITY MANAGER

CITY OF JOHANNESBURG