



fleet management
Department of
Community Safety, Roads & Transport
FREE STATE PROVINCE

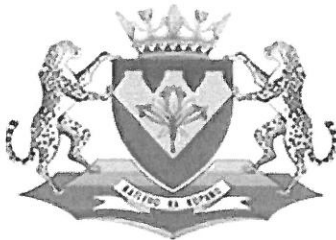
**FLEET MANAGEMENT ENTITY- FREE STATE
DEPARTMENT OF COMMUNITY SAFETY, ROADS AND
TRANSPORT**

TENDER NO:FMB001/2025/2026

**ADVERTISEMENT AND APPOINTMENT OF MerSETA,
QCTO ACCREDITED TRAINING SERVICE PROVIDER TO
COORDINATE AND IMPLEMENT SKILLS PROGRAMME IN
THE AUTOMATIVE SECTOR FOR THE FREE STATE
WITHIN EIGHTEEN (18) MONTHS PERIOD.**

CLOSING DATE: 18 SEPTEMBER 2025

**PROFESSIONAL REGISTRATION: MerSETA, QCTO
ACCREDITATION**



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NAME OF BIDDER
BID AMOUNT
MAAA



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THE TENDER

PART T1: TENDERING PROCEDURES



PART 1 : TENDERING PROCEDURES

CONTENTS

T1.2 STANDARD CONDITIONS OF TENDER

Clause number	<u>Wording</u>
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F.1	GENERAL
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F.1.1	Actions
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The Employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

F.1.2	Tender documents
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The documents issued by the Employer for the purpose of a tender offer are listed in the Tender Data.

F.1.3	Interpretation
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F.1.3.1	The Tender Data and additional requirements contained in the Tender Schedules, that are included in the returnable documents, are deemed to be part of these Conditions of Tender.
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F.1.3.2	These Conditions of Tender, the Tender Data and Tender Schedules, which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.
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F.1.3.3	For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:
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- | | |
|----|--|
| a) | comparative offer means the Tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration |
|----|--|



- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents in the tender process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels

F.1.4 Communication and Employer's Agent

Each communication between the Employer and a Tenderer shall be to or from the Employer's Agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language.

The Employer shall not take any responsibility for non-receipt of communications from or by a Tenderer. The name and contact details of the Employer's Agent are stated in the Tender Data.

F.1.5 The Employer's right to accept or reject any tender offer

F.1.5.1 The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The Employer shall not accept or incur any liability to a Tenderer for such cancellation and rejection, but will give reasons for such action upon written request to do so.

F.1.5.2 The Employer may not, subsequent to the cancellation or abandonment of a tender process or the rejection of all tender offers, re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the Tenderer.

F.2 TENDERER'S OBLIGATIONS

F.2.1 Eligibility

Submit a tender offer only if the Tenderer complies with the criteria stated in the Tender Data and the Tenderer, or any of his principals, is not under any restriction to do business with Employer.

F.2.2 Cost of tendering

Accept that the Employer will not compensate the Tenderer for any costs incurred in the preparation and submission of a tender offer, including the



costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the Employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the Employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, Conditions of Contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the Employer may issue, and if necessary apply for an extension to the closing time stated in the Tender Data, in order to take the addenda into account.

F.2.7 Site visit and clarification meeting

Attend, where required, a site visit and clarification meeting at which Tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the Tender Data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the Employer at least five **(5) working days** before the closing time stated in the Tender Data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the Employer (if any) may not be for the full cover required in terms of the Conditions of



Contract identified in the Contract Data. The Tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

- F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful Tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the Tender Data.
- F.2.10.2 Show VAT payable by the Employer separately as an addition to the tendered total of the prices.
- F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the Conditions of Contract identified in the Contract Data.
- F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the Tender Data. The Conditions of Contract identified in the Contract Data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the Tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

- F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the Tenderer proposes.
- F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the Tender Data or criteria otherwise acceptable to the Employer.

F.2.13 Submitting a tender offer

- F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the Scope of Work, unless stated otherwise in the Tender Data.



- F.2.13.2 Return all returnable documents to the Employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.
- F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the Tender Data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the Employer.
- F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the Tender Data. The Employer will hold all authorized signatories liable on behalf of the Tenderer. Signatories for Tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the tender offer.
- F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the Employer's address and identification details stated in the Tender Data, as well as the Tenderer's name and contact address.
- F.2.13.6 Where a two-envelope system is required in terms of the Tender Data, place and seal the returnable documents listed in the Tender Data in an envelope marked "Financial Proposal" and place the remaining returnable documents in an envelope marked "Technical Proposal". Each envelope shall state on the outside the Employer's address and identification details stated in the Tender Data, as well as the Tenderer's name and contact address.
- F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the Tender Data.
- F.2.13.8 Accept that the Employer shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the Employer as non-responsive.

F.2.15 Closing date and time

- F.2.15.1 Ensure that the Employer receives the tender offer at the address specified in the Tender Data not later than the closing date and time stated in the



Tender Data. Proof of posting shall not be accepted as proof of delivery. The Employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the Tender Data.

- F.2.15.2 Accept that, if the Employer extends the closing date stated in the Tender Data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

- F.2.16.1 Hold the tender offer(s) valid for acceptance by the Employer at any time during the validity period stated in the Tender Data after the closing date stated in the Tender Data.

- F.2.16.2 If requested by the Employer, consider extending the validity period stated in the Tender Data for an agreed additional period.

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the Employer during the evaluation of tender offers.

This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). **No change in the total of the prices or substance of the tender offer is sought, offered, or permitted.** The total of the prices stated by the Tenderer shall be binding upon the Tenderer.

F.2.18 Provide other material

- F.2.18.1 Provide, on request by the Employer, any other material that has a bearing on the tender offer, the Tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment.

Should the Tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the Employer's request, the Employer may regard the tender offer as non-responsive.

- F.2.18.2 Dispose of samples of materials provided for evaluation by the Employer, where required.



F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the Tender Data.

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the Conditions of Contract identified in the Contract Data.

F.2.21 Check final draft

Check the final draft of the contract provided by the Employer within the time available for the Employer to issue the contract.

F.2.22 Return of other tender documents

If so instructed by the Employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the Tender Data.

F.2.23 Certificates

Include in the tender submission or provide the Employer with any certificates as stated in the Tender Data.

F.3 THE EMPLOYER'S UNDERTAKINGS

F.3.1 Respond to clarification

Respond to a request for clarification received up to **five working days** prior to the tender closing time stated in the Tender Data and notify all Tenderers who drew procurement documents.

F.3.2 Issue addenda

If necessary, issue addenda that may amend or amplify the tender documents to each Tenderer during the period from the date of the Tender Notice until **ten calendar days** before the tender closing date stated in the Tender Data.

If, as a result a Tenderer applies for an extension to the closing date stated in the Tender Data, the Employer may grant such extension and, will then notify it to all Tenderers who drew documents.



F.3.3 Return late tender offers

Return tender offers received after the closing date or time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the Tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of Tenderers' agents who choose to attend at the time and place stated in the Tender Data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the opening held immediately after the opening of tender submissions, at a venue indicated in the Tender Data, the name of each Tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the Tender Data that a two-envelope system is to be followed, open only the Technical Proposal of valid tenders in the presence of Tenderers' agents who choose to attend at the time and place stated in the Tender Data and announce the name of each Tenderer whose Technical Proposal is opened.

F.3.5.2 Evaluate the quality of the Technical Proposals offered by Tenderers, then advise Tenderers, who remain in contention for the award of the contract, of the time and place when the Financial Proposals will be opened. Open only the Financial Proposals of Tenderers, who score in the quality evaluation above the minimum number of points for quality stated in the Tender Data, and announce the score obtained for the Technical Proposals and the total price and any preferences claimed. Return unopened Financial Proposals to Tenderers who's Technical Proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

Not disclose to Tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful Tenderer.



F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a Tenderer to influence the processing of tender offers and instantly disqualify a Tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, on opening and before detailed evaluation, whether each tender offer properly received:

1. meets the requirements of these Conditions of Tender,
2. has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) Detrimentially affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) Change the Employer's or the Tenderer's risks and responsibilities under the contract, or
- c) Affect the competitive position of other Tenderers presenting responsive tenders, if it were to be rectified.

F.3.8.3 Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors

F.3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

1. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
2. If a Bill of Quantities (or Schedule of Quantities or Schedule of Rates) applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected.



3. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate will be corrected.
4. **Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the Tenderer's addition of prices, the total of the prices shall govern and the Tenderer will be asked to revise selected item prices (and their rates if a Bill of Quantities applies) to achieve the tendered total of the prices.**

F.3.9.2 Consider the rejection of a tender offer if the Tenderer does not correct or accept the correction of his arithmetical errors in the manner described above.

F.3.10 Clarification of a tender offer

Obtain clarification from a Tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

Method 1 : Financial offer (N/A)	<ol style="list-style-type: none"> 1) Rank tender offers from the most favourable to the least favourable comparative offer. 2) Recommend highest ranked Tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2 : Financial offer and preferences (N/A)	<ol style="list-style-type: none"> 1) Score tender evaluation points for financial offer. 2) Confirm that Tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3 : Financial offer and quality (N/A)	<ol style="list-style-type: none"> 1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender Data. 2) Score tender evaluation points for financial offer. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4 :	<ol style="list-style-type: none"> 1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender Data. 2) Score tender evaluation points for financial offer.



Financial offer, quality and preferences	<ol style="list-style-type: none">3) Confirm that Tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing.4) Calculate total tender evaluation points.5) Rank tender offers from the highest number of tender evaluation points to the lowest.6) Recommend Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
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Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.2 Evaluation Criteria

F.3.12 Insurance provided by the Employer

If requested by the proposed successful Tenderer, submit for the Tenderer's information the policies and / or certificates of insurance which the Conditions of Contract identified in the Contract Data, require the Employer to provide.

F.3.13 Acceptance of tender offer

F.3.13.1 Accept tender offer only if the Tenderer satisfies the legal requirements stated in the Tender Data.

F.3.13.2 Notify the successful Tenderer of the Employer's acceptance of his tender offer by completing and returning one copy of the Form of Offer and Acceptance before the expiry of the validity period stated in the Tender Data, or agreed additional period. Providing the Form of Offer and Acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the Employer and the successful Tenderer as described in the Form of Offer and Acceptance.

F.3.14 Notice to unsuccessful Tenderers

After the successful Tenderer has acknowledged the Employer's notice of acceptance, notify other Tenderers that their tender offers have not been accepted.

F.3.15 Prepare contract documents

If necessary, revise documents that shall form part of the contract and that were issued by the Employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the Employer and the successful Tenderer, and



- d) the Schedule of Deviations attached to the Form of Offer and Acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful Tenderer for acceptance as soon as possible after the date of the Employer's signing of the Form of Offer and Acceptance (including the Schedule of Deviations, if any).

Only those documents that the conditions of tender require the Tenderer to submit, after acceptance by the Employer, shall be included.

F.3.17 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.18 Provide copies of the contract

Provide to the successful Tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the Form of Offer and Acceptance.

T1.3 TENDER DATA

T1.3.1 GENERAL

The Conditions of Tender in Section T1.2 are the Standard Conditions of Tender as contained in Annex F of SANS 294 – *Construction Procurement Processes, Methods and Procedures* which contain references to the Tender Data for details that apply specifically to this tender. The Tender Data in this Section T.1.3 shall be read with the Standard Conditions of Tender in order to expand on the Tenderer's obligations and the Employer's undertakings in administering the tender process in respect of the project under consideration. The Tender Data hereafter shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of Tender Data given below is cross-referenced to the relevant clause in the Standard Conditions of Tender.



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1.3	TENDER DATA	5-27
1.1	<u>TENDER NOTICE AND INVITATION TO TENDER</u>	
1.1.1	The Fleet Management Entity - Department of Community Safety, Roads and Transport, Free State Provincial Government, invites tenders for ADVERTISEMENT AND APPOINTMENT OF MerSETA, QCTO ACCREDITED TRAINING SERVICE PROVIDER TO COORDINATE AND IMPLEMENT SKILLS PROGRAMME IN THE AUTOMATIVE SECTOR FOR THE FREE STATE WITHIN EIGHTEEN (18) MONTHS PERIOD. FMB001/2025/26	
1.2	Tenderers/ service provider MUST have a MerSETA/QCTO accreditation to perform the training.	
1.1.4	<p>Preferences</p> <p>The Tender will be subjected to Specific goals preferential procurement policy framework as amended.</p> <p>The tender MUST be sub-contracted to local Contractors.</p> <p>Evaluation and Adjudication of bids: bid will be evaluated and adjudicated in terms of the Fleet Management Entity <i>Supply Chain Management Policy and Preferential Procurement Framework Act No. 5 of 2000. The 80/20 in preferential procurement points system as outlined in the bid document will apply. Preferential points will be given in terms of the Preferential Procurement Regulations, 2022</i></p>	
1.1.5	<p>Tender Documents</p> <ul style="list-style-type: none"> The tender documents will be free to the respective contractors from the day of tender advertisement <p>Queries relating to the issues of these documents may be addressed to:</p> <p>SCM Enquiries:</p> <p>Mr KJ Koenane @ 068 510 8703 or Ms M Hlatywayo @ 066 476 2567</p> <p>Email: koenane@freetrans.gov.za or hlatywayom@freetrans.gov.za</p> <p>Technical Enquiries</p> <p>Mr T Tyobeka</p> <p>Cell no. 0655433610</p> <p>E-mail : tyobekat@fsfleet.gov.za</p>	
1.1.6	An Information session with representatives of the Employer will take place at Fleet Management Office Venue: 54A Corner Harvey and Rhodes Oranjesig Bloemfontein 9301 at 10a.m. on the 11TH of SEPTEMBER 2025	
1.1.7	The closing time, date and venue for receipt of tenders will be 11h00 on 18 SEPTEMBER 2025 at the Ground Floor of Perm Building 45 Charlotte Maxeke, Bloemfontein NO LATE TENDERS WILL BE ACCEPTED.	
1.1.8	e-mail application and late tenders will not be accepted. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.	



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PART A

SBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:		FMB001/2025/26		CLOSING DATE: 18 SEPTEMBER 2025	
				CLOSING TIME: 11:00	
DESCRIPTION		ADVERTISEMENT AND APPOINTMENT OF MerSETA, QCTO ACCREDITED TRAINING SERVICE PROVIDER TO COORDINATE AND IMPLEMENT SKILLS PROGRAMME IN THE AUTOMATIVE SECTOR FOR THE FREE STATE WITHIN EIGHTEEN (18) MONTHS PERIOD.			
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
PERM BUILDING					
45 CHARLOTTE MAXEKE					
BLOEMFONTEIN					
9301					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Mr KJ Koenane / Ms M Hlatywayo			CONTACT PERSON	Mr. T Tyobeka
TELEPHONE NUMBER	051 400 5266/5205			TELEPHONE NUMBER	
CELL NUMBER	079 694 0590			CELL NUMBER	065 543 3610
E-MAIL ADDRESS	koenane@freetrans.gov.za hlatywayom@freetrans.gov.za			E-MAIL ADDRESS	tyobekat@fsfleet.gov.za
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA



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1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

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



PART B

1. BID SUBMISSION:
2.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
2.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
2.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:



SBD 3.1

PRICING SCHEDULE – FIRM PRICE (PURCHASES)

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

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

Name of bidder.....	Bid number: FMB001/2025/26
Closing Time 11:00	Closing date: 18 SEPTEMBER 2025

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
-	Required by:		Fleet Management Entity
-	At:		Bloemfontein
			54 A Corner Harvey and Rhodes Oranjesig Bloemfontein 9301
-	Professional Services	
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	
-	Period required for delivery	
-	Delivery basis		*Delivery: Firm/not firm

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

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

*Delete if not applicable



SBD 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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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



2. Definitions

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \end{array}$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where



Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below. (Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system on the GRID provided below)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Source documents required for assessment
Enterprise with ownership of 51% or more by person/s who are black person/s.	5	Sworn Affidavit/ BBB-EE Certificate (Sanas Accredited) /CIPC and Certified ID copies by SAPS within 3 months	
Enterprise with ownership of 51% or more by person/s who are women.	10	Sworn Affidavit/ BBB-EE Certificate (Sanas Accredited) /CIPC and Certified ID copies by SAPS within 3 months	
Enterprise with ownership of 51% or more by person/s who are youth.	3	Sworn Affidavit/ BBB-EE Certificate (Sanas Accredited) /CIPC and Certified ID copies by SAPS within 3 months	
Enterprise with ownership of 51% or more by person/s with disability.	2	Sworn Affidavit/ BBB-EE Certificate (Sanas Accredited) /CIPC and Certified ID copies by SAPS within 3 months	
Total	20		



BACKGROUND

Fleet Management is the Trading Entity within the Free State Department of Community Safety, Roads and Transport.

The Free State Provincial Government (FSPG), through the Office of the Premier, signed the Memorandum of Agreement ending on 31 March 2027 (the Agreement) with Manufacturing, Engineering and Related Services Sector Education and Training Authority (MerSETA) to fund and Artisan Recognition of Prior Learning (ARPL) for the Free State Province.

Parties undertake to fund MerSETA, QCTO accredited:

- Artisan Recognition of Prior Learning (ARPL): Assisting three hundred (300) candidates in automotive trades to acquire trade certificates; and
- To execute this agreed learning programmes and project objectives, the Entity requires the services of the suitably qualified training service provider to coordinate and implement project deliverables in accordance with the Implementation Plan.

3. SCOPE OF WORK/REQUIREMENTS

Competency Assessments, Preparation of Trade Tests and a Trade Tests

- 3.1 Responsibility of the Service Provider is to ensure that candidates' prior learning and workplace experience are assessed, gaps identified and targeted interventions provided to prepare them for external trade testing in compliance with national artisan development frameworks.**

3.1 1 Candidate Preparation and Assessment

- Planning the project in consultation with the Entity's Project Manager
- Conduct skills gap analysis for 300 ARPL candidates to determine their skills level in relation to Diesel Mechanic, Motor Mechanic, Panel beating, and Vehicle Painting
- Conduct initial candidate profiling and diagnostic assessments in line with QCTO ARPL guidelines.
- Develop ARPL assessment plans for each candidate.

3.1.2 Gap Training

- Deliver targeted gap training to address knowledge and skills areas identified during the assessment.
- Ensure that training is practical, workplace-relevant, and aligned to the relevant trade curriculum as defined by QCTO.



3.1.3 ARPL Process Management

- Facilitate the full ARPL process up to trade test readiness.
- Ensure compliance with MerSETA ARPLE toolkits and assessment instruments.
- Prepare and submit candidates for trade testing at an accredited Trade Test Centre.

3.1.4 Administration and Reporting

- Finalise the recruitment and/or registration of three hundred (300) Artisan Recognition of Prior Learning (ARPL) candidates.
- Conduct an induction of the candidates.
- Maintain accurate learner records, including attendance, progress, and assessment outcomes.
- Issue certificates of competence / ARPL readiness where applicable.
- Submit weekly and monthly progress reports to the Project Manager, and Formal Close-out report must be prepared for submission to the Office of the Premier. Avail oneself for any briefing required by management, including Project Closure meeting.

3.2 Responsibility of Fleet Management Trading Entity (FMTE)

- Review and sign off the Project Plan in consultation with the service provider
- Make available all project-related documents to the awarded service provider
- Provide oversight / Manage the performance of the service provider in line with SLA
- Process payments in accordance with the agreed payment schedule
- Accept and sign-off of the Project Close out report for submission to the Office of the Premier.



EVALUATION CRITERIA

The bids will be evaluated on a three-phase process as follows:

Phase 1: Mandatory requirements

Phase 2: Functionality (Service Providers are expected to score a minimum point of 24 and failure to score the points as required, Service providers will not be considered for further evaluation on phase Three.

Phase 3: 80/20 Preference points system (Price and Specific Goals)

It must be noted that, functionality will be evaluated separately from price and specific goals. Furthermore, all bids that score 24 points or more for functionality will undergo further evaluation using the 80/20 preference points system. This is in accordance with the anticipated project cost not exceeding R50, 000,000.00.

4. PHASE 1: MANDATORY REQUIREMENTS

- **Attendance of compulsory briefing session**

Compulsory briefing session will be held and bidders who fail to attend will be disqualified

Date: 11 SEPTEMBER 2025

Venue: 54A Corner Harvey and Rhodes Oranjesig
Bloemfontein 9301

Time: 10:00a.m.

Technical enquiries: Mr. T Tyobeka (065 543 3610)

Email address: tyobekat@fsfleet.gov.za

SCM enquiries: Mr. KJ Koenane @ 068 510 8703 / Ms. M

Hlatywayo @ 079 694 0590

Email address: koenanem@freetrans.gov.za,
hlatywayom@freetrans.gov.za

NB! Bidders who did not attend the compulsory briefing session will be disqualified. The Entity will use attendance register to verify attendance



NB! Bidders who did not attend the compulsory briefing session will be disqualified. The Department will use attendance register to verify attendance

- A valid tax compliance status verification letter or a unique security Personal Identification Number (PIN) issued by the South African Revenue Services. Where consortium / joint venture / sub- contractors are involved, each party to the association must submit a separate valid tax clearance certificate or a unique security Personal Identification Number (PIN).
- Bidders must be **registered on the centralised suppliers' database (CSD)**. CSD printout must be attached, or bidders must provide a CSD registration number (MAAA....).
- Bidders must be **accredited MerSETA, QCTO accredited**. Proof of accreditation must be attached.
- Bidders must **return all completed and duly signed** standard bidding documents (SBD). Schedule and contract forms. All documents must be completed with a black ink non-erasable pen and attached all returnable documents.
- Certified copy of **Companies and Intellectual Property Commission (CIPC)** and Certified copies of **identity documents** of all active members/shareholders of the company NOT older than 3 months, with clear dates of certification by SAPS.
- **In the case of a Joint Venture the Bidder must attach:**
 - ✓ A joint venture **agreement duly** signed by both parties,
 - ✓ **Certificate of Authority** for Signature (Power of Attorney), and

NB! Failure to comply with any of the mandatory requirements above will lead to disqualification



5. PHASE 2: FUNCTIONALITY REQUIREMENTS

Functionality will be used for the purpose of pre-qualifying the service provider for purpose of comparison and to ensure a meaningful evaluation, service providers are requested to furnish detailed information in substantiation of compliance to the evaluation criteria is depicted on the GRID below.

No.	Functionality Criteria	Weighting of Importance	Points Allocation
1.	<p>EXPERIENCE/TRACK RECORD</p> <p>Demonstrate proven experience in the design, coordination, and implementation of comprehensive accredited training programmes, including Recognition of Prior Learning (RPL) and Artisan Recognition of Prior Learning (ARPL), in line with relevant SETA requirements and Quality Council for Trades and Occupations (QCTO) standards.</p> <p>Attach copies of the appointment letters [(on letterhead of clients), assessment reports, preparation reports (of candidates for trade testing), and signed and dated reference letters from 01 January 2019 (on letterhead of clients). Each set of documents must be for the same project.</p> <p>OR</p> <p>Proof of projects undertaken on ARPL in the automotive and / or related sector (<u>no</u> Assessment Report, no Preparation Report of candidates for Trade Testing, but <u>proof</u> that Training on relevant Skills Programme was Conducted).</p> <p>Attach copies of the appointment letters [(on letterhead of clients), no assessment reports, no preparation reports, and reference letters from 01 January 2019 required (on letterhead of clients). Each set of documents must be for the same project.</p>	<p>Five (5) or more similar projects = 10 points</p> <p>Three to Four (3 - 4) similar projects = 7 points</p> <p>One to Two (1 - 2) similar projects = 5 points</p> <p>Zero to One (0 - 1) project = 0 points</p>	10



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Criterion	Description of Criteria	Scoring	Points	Total Points Allocated
TECHNICAL CAPABILITY/CAPACITY TEAM MEMBERS	PROJECT MANAGER/ TEAM LEADER- Staff Experience & Qualifications Bidders must have a B. Tech qualification (equivalent) in project management or human resource management and must have at least 5 years or more relevant experience in project management.	5+ years of experience on similar projects of project manager/ Team Leader.	5	5
		3-4+ years of experience on similar projects of project manager/ Team Leader.	3	
		1-2+ years of experience on similar projects of project manager/ Team Leader.	1	
		No CVs with experience on similar projects and knowledge.	0	
	FACILITATORS 5 POINTS) The Nominated Team members must have two (2) years of experience each in facilitation, assessing and moderating of an ARPL and Skills Programme in the Automotive and related Sector.	Five or more (5+) years of experience on similar projects and CVs of facilitators	5	
		3-4 of experience on similar projects and CVs facilitators CVs	3	
		1-2 of experience on similar projects and CVs facilitators CVs	1	



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	Certified certificates of competence and proof of accreditation (Assessor & Moderator) must be provided with the CV's which may be verified. Failure to attach certified copies will result in points being forfeited.	No submission of experience on similar projects and CVs of facilitators	0	15
	ASSESSORS (5 POINTS) Registered Constituent Assessor with MerSETA with two (2) years' experience in the automotive and related sector as stated under the project deliverables:	Five or more (5+) of experience on similar projects and CVs of assessors	5	
		3-4 of experience on similar projects and CVs of assessors	3	
		1-2 years of experience on similar projects and CVs of assessors	1	
		No submission of experience on similar projects and CVs of assessors	0	
	MODERATORS (5 POINTS) Registered as Constituent Moderator with MerSETA	5+ years of experience on similar projects and CVs of moderators	5	



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	with two (2) years' experience and knowledge in the automotive or related sector as stated under the project deliverables:	3-4 years of experience on similar projects and CVs of moderators	3	
	FMTE requires at least five (5) Facilitators, five (5) Assessors & five (5) Moderators detailed CV's and contract of employment signed by both parties must be submitted for this project. Team members CVs cannot be submitted in more than one (1) role.	1-2 years of experience on similar projects and CVs of moderators	1	
		No submission of experience on similar projects and CVs of moderators	0	
PROJECT METHOD OLOGY/A PPROACH	As a minimum requirement describe in	Detailed Methodology or Approach with phases	5	



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	<p>full detail the methodology/approach aligned to the Scope of Work/Requirements and with further details on the following:</p> <ul style="list-style-type: none"> • ARPL to 300 candidates in automotive and related trades as stated below with the aim of assisting them to acquire trade certificates. • Diesel Mechanics • Motor mechanics • Panel Beating • Vehicle Body Spray Painting • Detail the integration of advanced technological tools and innovative practices within the specified programs to enhance the learning experience(s), including specific technologies to be utilized for ensuring 	<p>Methodology/Approach not meeting the requirements</p>	0	
--	---	--	---	--



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	their effective implementation. • Approach to managing a project in different geographical locations in a standard format.			
Locality: Locally based within Free State	Locality as per SAPS certified CIPC registration (falsification of locality will lead to disqualification from participating in the contract)	Free State based offices	5	5
		Outside Free State Province based offices	3	
TOTAL				40

NB Bidders must achieve the minimum of [60% (24 points)] of the functionality points to be considered for further evaluation on price and Specific goals.



DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- 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 favorable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:.....

DATE:.....

ADDRESS:

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



2.2 RETURNABLE SCHEDULES

2.2.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

<u>SECTION</u>	<u>DESCRIPTION</u>	
	<u>PAGE</u>	
SCHEDULE A	RECORD OF ADDENDA TO TENDER DOCUMENTS	36-36
SCHEDULE B	CERTIFICATE OF AUTHORITY	37-38
SCHEDULE C	COMPULSORY ENTERPRISE QUESTIONNAIRE	39-41
SCHEDULE E	EXPERIENCE OF TENDERER	42-42
SCHEDULE F	TENDERER'S KEY PERSONNEL	43-43
SCHEDULE G	PRELIMINARY PROGRAMME	44-44
SCHEDULE H	AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES	45-45
SCHEDULE I	BIDDER'S DISCLOSURE	46-48
SCHEDULE J	PRICING SCHEDULE	50-53

2.2.2 PREFERENTIAL PROCUREMENT SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT

2.2.3 FORMS TO BE SUBMITTED BY THE SUCCESSFUL TENDERER

NOTE: The Tenderer is required to complete each and every schedule and form listed above to the best of his ability, as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the schedules and forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is not responsive.



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SCHEDULE A: RECORD OF ADDENDA TO TENDER DOCUMENTS

I / We confirm that the following communication/s, amending the tender documents, received from the Employer or his representative before the closing date for submission of this tender offer, have been taken into account in this tender offer:

Addendum no.	Date	Title or details
1		
2		
3		
4		
5		
6		
7		
8		

SIGNATURE:



SCHEDULE B: CERTIFICATE OF AUTHORITY

Indicate the status of the Tenderer by ticking the appropriate box hereunder. The Tenderer must complete the certificate set out below for the relevant category.

(i) COMPANY	(ii) CLOSE CORPORATION	(iii) PARTNERSHIP	(iv) JOINT VENTURE	(v) SOLE PROPRIETOR

(i) CERTIFICATE FOR COMPANY

I,, Managing Director of the Board of Directors of, hereby confirm that by resolution of the Board (copy attached) taken on 20....., Mr/Ms, acting in the capacity of, was authorized to sign all documents in connection with this tender and any contract resulting from it, on behalf of the company.

Managing Director :

(ii) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as hereby authorise Mr/Ms, acting in the capacity of, to sign all documents in connection with this tender and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note : *This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.*

(iii) CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as, hereby authorize Mr/Ms acting in the capacity of, to sign all documents in connection with this tender and any contract resulting from it, on our behalf.



NAME	ADDRESS	SIGNATURE	DATE

Note : *This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.*

(iv) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms, authorized signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with this tender offer and any contract resulting from it, on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORIZING SIGNATURE, NAME AND CAPACITY
Lead partner		

Note : *This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.*

(v) CERTIFICATE FOR SOLE PROPRIETOR

I,, hereby confirm that I am the sole owner of the business trading as

Signature of sole owner :



SCHEDULE C : COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a Joint Venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1 : Name of enterprise :

Section 2 : VAT registration number :

Section 3 : QCTO accreditation valid certificate :

Section 4 : Particulars of sole proprietors and partners in partnerships :

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5 : Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6 : Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months, in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |



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If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

Note : Insert separate page if necessary

Section 7 : Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months, been in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council
<input type="checkbox"/> a member of any provincial legislature
<input type="checkbox"/> a member of the National Assembly or the National Council of Province
<input type="checkbox"/> a member of the board of directors of any municipal entity
<input type="checkbox"/> an official of any municipality or municipal entity | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
<input type="checkbox"/> a member of an accounting authority of any national or provincial public entity
<input type="checkbox"/> an employee of Parliament or a provincial legislature |
|--|---|

If any of the above boxes are marked, disclose the following:

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

Note : Insert separate page if necessary



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The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise :

- i) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- ii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iii) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the Tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Date _____

Name _____ Position _____

Enterprise
name _____



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SCHEDULE E: EXPERIENCE OF TENDERER

The following is a statement of work of similar nature recently successfully executed by myself / ourselves:

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	CONSULTING ENGINEER: CONTACT PERSON AND TELEPHONE NUMBER	NATURE OF WORK	VALUE OF WORK (inclusive of VAT)	DATE COMPLETED OR EXPECTED TO BE COMPLETED

SIGNATURE :



SCHEDULE F : TENDERERS' KEY PERSONNEL

NAME	POSITION	NQF QUALIFICATION

SIGNATURE :



SCHEDULE G : PRELIMINARY PROGRAMME

The Tenderer shall detail below or attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Tender.

PROGRAMME

ACTIVITY	MONTHS											

[Note: The programme must be based on the completion time as specified in the Contract Data. No other completion time that may be indicated on this programme will be regarded as an alternative offer, unless it is listed in Table (b) of Form I hereafter and supported by a detailed statement to that effect, all as specified in the Tender Data]

SIGNATURE :



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SCHEDULE H : AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

The Tenderer should record any amendments and alternatives he may wish to make to the tender documents in this schedule. Alternatively a Tenderer may state such amendments and alternatives in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F3.3 if the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.

These amendments and qualifications, if accepted by the Employer, will be incorporated in the Form of Offer and Acceptance, Schedule of Deviations.

(a) AMENDMENTS AND QUALIFICATIONS

PAGE	CLAUSE OR ITEM NO	PROPOSED AMENDMENT AND QUALIFICATIONS

[Notes: (1) Amendments to the General and Special Conditions of Contract are not acceptable;

(2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

[Notes: (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.

(2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.

(3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.]

SIGNATURE :



SCHEDULE I: BIDDER'S DISCLOSURE

SBD 4

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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



2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 **DECLARATION**

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

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

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



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penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature Date

.....
Position

.....
Name of bidder



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**APPOINTMENT OF MerSETA,QCTO ACCREDITED TRAINING
SERVICE PROVIDER COORDINATE AND IMPLEMENT SKILLS
PROGRAMME IN THE AUTOMATIVE SECTOR FOR THE FREE
STATE WITHIN EIGHTEEN (18) MONTHS PERIOD.**

THE CONTRACT

PART 3: FORM OF OFFER AND ACCEPTANCE

PART 4: PRICING DATA



1.1 Form of Offer and Acceptance

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

APPOINTMENT OF MerSETA,QCTO ACCREDITED TRAINING SERVICE PROVIDER TO COORDINATE AND IMPLEMENT SKILLS PROGRAMME IN THE AUTOMATIVE SECTOR FOR THE FREE STATE WITHIN EIGHTEEN (18) MONTHS PERIOD.

The Bidder, identified in the Offer signature block below, has examined the documents listed in the Bid Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Bid.

By the representative of the Bidder, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Bidder offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

..... Rand (in words);

R
(in figures)

WHICH WILL INCLUDE A MINIMUM SUBCONTRACTING VALUE OF:

.....Rand (in words);

R
(in figures, which will be equivalent to 30% of the contract amount in line with the Contract Data)
This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the Bid Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

For the Bidder:	Witness:
..... Signature Signature
..... Name Name
..... Capacity	
..... Organisation	



ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Bidder's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Bidder's Offer shall form an agreement between the Employer and the Bidder upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract, are contained in:

- Part C1: Agreements and Contract Data, (which includes this Agreement)
- Part C2: Pricing Data
- Part C3: Scope of Work.
- Part C4: Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the Bid Data and any addenda thereto as listed in the Bid Schedules as well as any changes to the terms of the Offer agreed by the Bidder and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Bidder shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

For the Employer:
Signature
.....
Name
.....
Capacity

Name and address of organisation:

.....
.....

Signature and name of witness:
Signature
.....
Name

Date:



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Schedule of Deviations

Notes:

1. The extent of deviations from the Bid documents issued by the Employer prior to the Bid closing date is limited to those permitted in terms of the Conditions of Bid,
2. A Bidder's covering letter shall not be included in the final contract document. Should any matter in such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here,
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to Bid documents and which it is agreed by the Parties becomes and obligation of the contract shall also be recorded here,
4. Any change or addition to the Bid documents arising from the above agreements and recorded here, shall also be incorporated into final draft or the Contract,

1. Subject
Details
2. Subject
Details

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Bidder and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the Bidder:

For the Employer:

.....	Signature
.....	Name
.....	Capacity

Name and address of organization:

Name and address of organization:

.....
.....
.....
.....	Witness Signature



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..... Witness Name

..... Date

Confirmation of Receipt

The Bidder, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including Schedule of Deviations (if any) today:

the(day)

of(month)

20(year)

at(place)

For the Contractor:

.....
Signature

.....
Name

.....
Capacity

Signature and name of witness:

.....
Signature

.....
Name



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As per the attached Excel spreadsheet as annexure "A"

