



**fleet management**

Department of  
Community Safety, Roads & Transport  
FREE STATE PROVINCE

**THE RE-ADVERTISEMENT AND  
APPOINTMENT OF A SERVICE PROVIDER  
THROUGH A SHORTENED PERIOD OF 14  
DAYS TO PROVIDE SERVICES IN  
INTERNAL CONTROLS SYSTEMS AND  
FINANCIAL ADMINISTRATION TO THE  
ENTITY FOR A PERIOD OF (24 MONTHS)**

**FMB003/2025/26:**

**CLOSING DATE: 24 FEBRUARY 2026**

NAME OF BIDDER
BID AMOUNT
MAAA



**BID DOCUMENT SUBMISSION CHECKLIST FOR FMB003/2025/26:**

DOCUMENTS	YES	NO	N/A
➤ <b>SBD 1:</b> <ul style="list-style-type: none"> <li>Part A – Invitation to bid.</li> <li>Part B – Terms and Conditions for Bidding (Completed and Signed)</li> </ul>			
➤ <b>SBD 4:</b> Bidder's Disclosure (Completed and Signed)			
➤ <b>SBD 6.1:</b> Preference points claim form in terms of the Preferential Procurement Regulations 2022. (Completed and signed)			
➤ <b>Section 2:</b> Terms of Reference			
➤ <b>T2.2 RETURNABLE SCHEDULES</b> SCHEDULE A-RECORD OF ADDENDA TO TENDER DOCUMENTS SCHEDULE B-CERTIFICATE OF AUTHORITY SCHEDULE C-COMPULSORY ENTERPRISE QUESTIONNAIRE SCHEDULE D-PLANT AND EQUIPMENT SCHEDULE E-EXPERIENCE OF TENDERER SCHEDULE F-TENDERER'S KEY PERSONNEL SCHEDULE G-AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES SCHEDULE H-TENDERER'S HEALTH AND SAFETY PLAN AND DECLARATION SCHEDULE I-TENDERER'S CERTIFICATE OF CIDB SCHEDULE J- TAX CLEARANCE CERTIFICATE/S SCHEDULE K-PREFERENCIAL PROCUREMENT REGULATIONS 2022 SCHEDULE L-DECLARATION OF INTEREST			
➤ Originally certified copies of qualifications and affiliation certificate of Project Leader (Valid for six (6) months from the date of advertisement)			
➤ Completed and signed Annexure B Curriculum Vitae			
➤ Originally Certified copies of qualifications of each Team Member (Valid for six (6) months from the date of advertisement)			
➤ Originally certified copies of qualifications and affiliation certificate/s of experts (Valid for six (6) months from the date of advertisement).			
➤ Originally certified copies of client reference letters			
➤ Originally certified copy of the companies and intellectual property commission company registration Certificate/ /Consortium; (With list of Director(s) and/or Member(s), and /or Partnerships Certificate			
➤ The signatory is duly authorized by the members of the CC/ directors of the company/Joint ventures /consortiums.			
➤ MAAA Number			
➤ <b>Section 3:</b> Special Conditions of Contract			
➤ <b>Section 4:</b> General Conditions of Contract			



➤ <b>Annexure A:</b> Consortium/ Joint Venture/Sub-Contractor Concern (If applicable) <b>(Completed and Signed)</b>			
➤ <b>Annexure B:</b> Curriculum vitae (completed and signed) <b><u>NB:</u></b> In addition to the CV template (Annexure B) that must be completed and signed for the Project Leader and each team member it is compulsory to attach their original certified copies of Qualification and affiliation certificates (Valid for six (6) months from the date of advertisement)			
<b>Please mark the applicable box.</b>			



**SBD 1**

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (FLEET MANAGEMENT TRADING ENTITY ENTITY)</b>					
<b>BID NUMBER:</b>	FMB003/2025/2026	<b>CLOSING DATE:</b>	24 FEBRUARY 2026	<b>CLOSING TIME:</b>	11:00
<b>DESCRIPTION</b>	THE RE-ADVERTISEMENT AND APPOINTMENT OF A SERVICE PROVIDER THROUGH A SHORTENED PERIOD OF 14 DAYS TO PROVIDE SERVICES IN INTERNAL CONTROLS SYSTEMS AND FINANCIAL ADMINISTRATION TO THE ENTITY FOR A PERIOD OF (24 MONTHS).				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
Perm Building					
45 Charlotte Maxeke Street					
Ground Floor – Tender Box					
Bloemfontein, 9301					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
<b>CONTACT PERSON</b>	Me. M Tsukudu/ Mr. KJ Koenane		<b>CONTACT PERSON</b>	Ms. L Dunn-Radile	
<b>E-MAIL ADDRESS</b>	tsukudum@freetrans.gov.za; koanek@freetrans.gov.za		<b>E-MAIL ADDRESS</b>	lauradr@fsfleet.gov.za	
<b>TELEPHONE NUMBER</b>	066 473 2124 / 082 059 9726		<b>TELEPHONE NUMBER</b>	081 853 8733	
<b>SUPPLIER INFORMATION</b>					
<b>NAME OF BIDDER</b>					
<b>POSTAL ADDRESS</b>					
<b>STREET ADDRESS</b>					
<b>TELEPHONE NUMBER</b>	CODE		NUMBER		
<b>CELLPHONE NUMBER</b>					
<b>FACSIMILE NUMBER</b>	CODE		NUMBER		
<b>E-MAIL ADDRESS</b>					
<b>VAT REGISTRATION NUMBER</b>					
<b>SUPPLIER COMPLIANCE STATUS</b>	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					



## PART B

### TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

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

#### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](http://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:

.....



## **T1.2 STANDARD CONDITIONS OF TENDER**

The Conditions of Tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

**NB! THE CIDB STANDARD CONDITIONS FOR UNIFORMITY IN CONSTRUCTION PROCUREMENT ARE NOT APPLICABLE TO THIS BID.**

<b><u>Clause number</u></b>	<b><u>Wording</u></b>
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<b>F.1</b>	<b>GENERAL</b>
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<b>F.1.1</b>	<b>Actions</b>
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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.

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

<b>F.1.3</b>	<b>Interpretation</b>
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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) | <b>comparative offer</b> 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 whose 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:

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

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.



**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: **FMB003/2025/26**

Closing Time 11:00

Closing date: **24 FEBRUARY 2026**

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

ITEM NO. INCLUDED)	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES
-	Required by:	SAFETY, ROADS AND TRANSPORT	COMMUNITY
-	At:		PERM BUILDING, 45 CHARLOTTE MAXEKE STREET 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 4**

### **BIDDER'S DISCLOSURE**

#### **1. PURPOSE OF THE FORM**

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

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

#### **2. Bidder's declaration**

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> 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.

<b>Full Name</b>	<b>Identity Number</b>	<b>Name of State institution</b>

<sup>1</sup> 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 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### **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 consortium<sup>2</sup> 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;

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<sup>2</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.



## 4 EVALUATION CRITERIA

The Bids will be evaluated on Mandatory requirements, Functionality, whereby potential service providers are **expected to score minimum points of 24 points out of 40 for functionality**. Failure to score the required minimum requirements then the bidder will be disqualified. **It must be noted that functionality will be evaluated separately from Price and Specific goals.**

Further, all bids that have scored equal or more than 24 points for functionality will be evaluated using 80/20 preference points system, as the anticipated that, project cost for the request to Bid is equal to or below a Rand value of R50 000 000.00.

The Bids will be evaluated on a Three Phase Process:

- Phase 1: Assessment on Mandatory Requirements
- Phase 2: Functionality – 40 Points
- Phase 3: 20 Preference Points System (Price and Specific goals)

### PHASE 1 COMPLIANCE ASSESSMENT REGARDING MANDATORY REQUIREMENTS

- A valid Tax Clearance Certificate or 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 unique security personal Identification number).
- Bidders must return all fully completed and duly signed standard bidding documents (SBD), returnable schedules and Contract Data forms. These forms must be completed with a black ink non-erasable and attach all returnable documents.
- The project leader must submit proof of a valid qualified CA(SA)
- Bidders must be registered on the centralised supplier database-CSD print out must be attached or must provide a CSD registration number (MAAA.....).
- 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/ Consortium (any form of partnership) the Bidder must attach the following:
  - ✓ A joint venture agreement duly signed by both parties, and
  - ✓ Certificate of Authority for Signature (Power of Attorney).

**NB! Failure to comply with the mandatory requirements will lead to disqualification.**



## PHASE 2 – FUNCTIONALITY ASSESSMENT

Functionality Assessment will be based on the Grid below and bidders that failed to obtain the minimum qualifying score of 24 points for functionality as indicated in the *GRID* below will be regarded as non-responsive and will not be evaluated further in terms of preference point system.

Criteria	Proof to be Attached	Points
<p><b>Capacity: Managerial experience of staff to be seconded:</b></p> <ul style="list-style-type: none"> <li>• Primary team leader (i.e. CA(SA)) to take lead of the project, with more than <b>10 years' post article experience on similar projects undertaken</b> in the public sector (<i>allocated on a full-time basis and on site</i>) = <b>15 points</b></li> <li>• Primary team leader (i.e. CA(SA)) to take lead of the project, with <b>5 to 10 years' post article experience on similar projects undertaken</b> in the public sector (<i>allocated on a full-time basis and on site</i>) = <b>10 point</b></li> <li>• Primary team leader (i.e. CA(SA)) to take lead of the project, with <b>less than 5 years' post article experience on similar projects undertaken</b> in the public sector (<i>allocated on a full-time basis and on site</i>) = <b>5 point</b></li> <li>• <b>NB: The primary team leader should be available on-site for the duration of the project.</b></li> </ul>	<ul style="list-style-type: none"> <li>• Proof indicating post article experience, A Service provider must attach a detailed CV with verifiable contact and relevant certificates must be certified by SAPS</li> <li>• Department may request additional information as when required</li> </ul>	15



Criteria	Proof to be Attached	Points
<p><b>Experience</b></p> <p><b>Proven track records</b> A track record of success in the compilation of GRAP compliant Annual Financial Statements, preparation.</p> <ul style="list-style-type: none"> <li>• least three 3 Appointment letters/ Orders and Reference letters = <b>15 points</b></li> <li>• 1 to 2 Appointment letters/ Orders and Reference letters = <b>10 points</b></li> <li>• Less than 0 letters/ Orders and Reference letters = <b>0 points</b></li> </ul> <p>Appointment Letters and Reference/Recommendation letters will only be considered valid if they meet the following criteria:</p> <ul style="list-style-type: none"> <li>• If on an official client letterhead,</li> <li>• If it refers to provision of similar goods or services provided.</li> <li>• For projects on or after 1 January 2016. (kindly check if we need to align these requirements to a period, if not necessary you can exclude it)</li> <li>• Appointment letter and Reference/ Recommendation must be of the same project.</li> </ul>	<ul style="list-style-type: none"> <li>• Reference letters from at least three (3) or more local government and/or municipal/public entities clients within the past five (5) years that received unqualified audit outcomes.</li> </ul>	15
<p><b>Exempted Micro-Enterprise (EME) Development:</b></p> <ul style="list-style-type: none"> <li>• EME Status = 5 points</li> </ul>	<ul style="list-style-type: none"> <li>• Latest (Prior year) Financial Statements and SARS return to confirm EME status</li> </ul>	5
<p><b>Locality of service provider:</b></p> <ul style="list-style-type: none"> <li>• Free State based = <b>5 points</b></li> <li>• Outside the province = <b>0 points</b></li> </ul>	<ul style="list-style-type: none"> <li>• Locality as per CIPC registration (falsification of locality will lead to disqualification bid)</li> </ul>	5
<b>Total</b>		<b>40</b>

**Assessment for phase 2 will be evaluated on 80/20 preference points system.**



### PHASE 3: REFERENCIAL CLAIM POINTS IN TERMS OF PREFERENCIAL PROCUREMENT REGULATION SYSTEMS 80/20

A maximum of 80 points is allocated for price on the following basis:  
**80/20**

$$P = 80 \times \left( 1 - \frac{(P_t - P_{\min})}{P_{\min}} \right)$$

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

### POINTS ALLOCATED FOR SPECIFIC GOALS

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Proof of documents to be attached	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprise with ownership of 51% or more by person/s who are black person/s.	4	CIPC and shareholding certificate Certified ID copies by SAPS within 3 months CSD report	
Enterprise with ownership of 51% or more by person/s who are women.	4	CIPC and shareholding certificate Certified ID copies by SAPS within 3 months CSD report	
Enterprise with ownership of 51% or more by person/s who are youth.	4	CIPC and shareholding certificate Certified ID copies by SAPS within 3 months CSD report	
Enterprise with ownership of 51% or more by person/s with disability.	4	CIPC Certified ID copies and medical certificate by SAPS within 3 months Shareholding certificate	
Enterprise with veterans of 51% or more by person/s who are veterans.	4	CIPC, Certified ID copies and force number and shareholding certificate.	
Total	20		





**THE FOLLOWING CONDITIONS FORM PART OF SPECIAL CONDITIONS OF BID.**

- Bidders must be registered on Central Suppliers Database (CSD)
- Bids must be valid for 90 days.
- The service providers shall bear the cost associated with the preparation and submission of the proposals.
- The Fleet Management Trading Entity's (FMTE) selection of preferred service provider will be as per the department of Community Safety, Roads and Transport Supply Chain Management policy and will be final.
- FMTE is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to contract award, without incurring any liability to the bidders.
- Bidders who falsify any information will be disqualified – If it's discovered during the contract period, FMTE reserves the right to terminate the contract immediately.
- Period of the contract will be for a period of two years from the date of appointment.
- Company profile.
- Bidders must submit Companies and Intellectual Property Commission (CIPC) certificates.
- 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.
- List of proposed team/s to work on the project and their responsibilities as outlined on functionality under capacity.
- Certificate of Authority for Signature (Power of Attorney).



## **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.

### **T1.3.2      TENDER DATA APPLICABLE TO THIS TENDER**

<b><u>Clause number</u></b>	<b><u>Wording</u></b>
---------------------------------	-----------------------

#### **F1.      GENERAL**

##### **F.1.2 Tender documents**

The tender documents issued by the Employer comprise of:

##### **a)      VOLUME 1: PROJECT DOCUMENT**

**This volume is the Project Document for the identified bid number FMB003/2025/26 and contains the following sections:**



# SECTION 2

## FLEET MANAGEMENT TRADING ENTITY

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### TERMS OF REFERENCE

**THE RE-ADVERTISEMENT AND APPOINTMENT OF A SERVICE PROVIDER THROUGH A SHORTENED PERIOD OF 14 DAYS TO PROVIDE SERVICES IN INTERNAL CONTROLS SYSTEMS AND FINANCIAL ADMINISTRATION TO THE ENTITY FOR A PERIOD OF (24 MONTHS)**

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**FMB003/2025/26**



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## **1. PROJECT BACKGROUND**

1.1 Fleet Management is a unit within the Free State Government that is managed as a business and operates along business principles. It generates revenue by delivering a service and finances its own expenditure through revenue generated.

Fleet management provides various services to numerous municipalities and provincial departments as well as a few national departments. The company offers the following services:

- Fleet Rental Services.
- Transport Services.
- Basic Earthmoving Services.
- Client Advisory Services.
- Technical Support Services.

Fleet Management has two core objectives, namely:

- To ensure the effective and efficient management and administration of all government vehicles and equipment in the Free State Province.
- To support and strengthen the service delivery capacity of targeted Local Authorities throughout the Free State Province.

## **2. SCOPE OF WORK**

Key tasks involve gathering financial information, reviewing accounting policies, reconciling figures, preparing disclosure notes, and ensuring all supporting documentation is included and correctly reflected.

- Prepare monthly management reports
- Analyze the fleet performance provide and compile monthly detailed risk reports for Fleet Management clients
- Calculate/Review the annual tariffs and prepare the necessary submission for approval by Treasury
- Performing year-end procedures, including the a detail analysis of the general ledger accounts and trial balance
- Identity and compiling correcting year-end journals
- Compilation of the annual report (annual financial statements, financial review by management, performance information, report of the accounting officer) in accordance with GRAP, Public Finance Management Act and Treasury Regulations
- Compilation of the interim report



- Compilation of the supporting the audit working papers that must be submitted to the Office of the Auditor General
- Prepare responses to all the audit queries as raised by the Auditor General
- Assist the entity to obtain a unqualified audit opinion
- Performing the valuations of the GMT fleet.
- Reconciling and updating the small assets, RBE and GMT Fleet asset registers
- Reviewing expenditure for possible irregular, fruitless and wasteful expenditure and where necessary, prepare investigation reports.
- Compiling the lease schedules for client departments as required by Provincial Treasury for both the interim and annual financial statements of user clients
- Conduct a comprehensive valuation of the white Fleet (vehicles) compliant with GRAP standards. The residual value and remaining useful life need to be determined for each asset.
- Determine the fair market value and valuation of all fleet assets.
- Assess depreciation, condition, useful life, residual value, and impairment in line with GRAP standards
- Liaise with critical stakeholders including valuers appointed to value the RBE fleet, Auditor-General and other relevant stakeholders
- The detailed calculations on how the valuations were determined should be provided to enable review and to assist the AGSA in auditing the assumptions and calculations used by the valuers.
- Prepare a detailed final valuation report for the vehicles, including:
  - Methodology used.
  - Market analysis and comparable data.
  - Assumptions and limitations.
  - Recommendations for financial reporting purposes.
  - Examples of market considerations and assumptions used
  - Any other consideration used not specifically mentioned in the scope
  - Monthly management reports

#### **Audit file and disclosure**

- Prepare a complete audit file in the prescribed format.
- Ensure all applicable and required disclosure notes are included and that they comply with accounting standards.
- Prepare responses to all the audit queries as raised by the Auditor General
- standards.



## Other reports

- Preparation of annual report (including annual financial statements, financial review by management, performance information, report of the accounting officer) in accordance with GRAP, Public Finance Management Act and Treasury Regulations and guidelines

## Management and training

- Perform skill audit,
- Conduct skills transfer and training to the entity's employees,

## 3. SERVICE PROVIDERS REQUIREMENTS

The prospective service providers must be results-driven and should be able to handle the pressures of the assignment. Furthermore, the prospective service providers must provide the following resource requirements:

2. A track record of success in the compilation of GRAP Compliant Annual Financial Statements, preparation and updating of the Fixed Asset Register in the local government and/or Departments/public entities.

Reference letters from at least three (3) or more local government and/or Departments or public entities clients within the past five (5) years that received unqualified audit outcomes.

**NB the service provider will incur costs of procuring the services of the above mentioned in paragraph 4.2.**

3. The assignment Project Leader must have the following:
  - A recognized postgraduate qualification in Financial Accounting on NQF Level 8.
  - 10 years or more relevant financial working experience related to the compilation of GRAP Annual Financial Statements and Fixed Asset Registers in government departments/entities.
  - Knowledge of the Entity prescripts, particularly knowledge of the PFMA, GRAP, and SCOA.
  - Registered member of SAICA; and
  - Must be fluent in English, both written and spoken word.



- Must have expert computer skills and have excellent technical and report writing skills.

***N.B: It is compulsory to attach a completed and signed Annexure B (by the project leader concerned), originally certified copies of qualifications and original certified copies of affiliation certificate/s of the relevant professional bodies (Valid for six (6) months from the date of advertisement).***

4. Internal Controls Systems and Financial Administration Team members (minimum of 2) must have the following:

- A recognized qualification in Financial Accounting on NQF Level 7.
- 5 years' relevant working experience related to the compilation of GRAP Annual Financial Statements and Fixed Asset Registers in local government entities/departments.
- Knowledge of the Entity prescripts, particularly knowledge of the PFMA, GRAP and Entity Standard Chart of Accounts (SCOA).
- Must be fluent in English, both written and spoken word.
- Must be computer literate and have excellent technical and report writing skills.

***N.B: It is compulsory to attach a completed and signed Annexure B (by the team member concerned), originally certified copies of qualifications (Valid for six (6) months from the date of advertisement).***

### 3. DURATION OF THE PROJECT AND LOCATION

- The service provider will be appointed for a duration of 24 months.
- The service provider will be accommodated (office space) and will be required to work at the relevant Entity where the service is required.

### 4. PROJECT MANAGEMENT ISSUES

1. Project Management support will be provided by Fleet Management Trading Entity,
2. This project will be facilitated by the project steering committee consisting of officials from Fleet Management Trading Entity.





3. The project steering committee will require bi-weekly progress reporting in a format suitable for extracting information as required. A monthly report to be submitted to the CFO Fleet Management Trading Entity and ad-hoc reports will be required on a need basis.
4. The service provider will prepare a detailed work plan for the duration of the contract in consultation with the project steering committee, this shall be the basis for the monitoring of performance and achievements.
5. Draft closure reports will be submitted prior to the completion date of the contract to allow comprehensive inputs to support the finalisation and actual closure of the project.
6. A final closure report of the Entity must be to be submitted on completion of the project.
7. All reports should be provided in soft and hard copy.
8. All electronic and hard copy information captured/utilized to provide the output of the project remains the property of the Fleet Management Entity and cannot be used or shared, whether for profit or otherwise with any other party, without written permission from the from Fleet Management Trading Entity
9. The Fleet Management Entity will be responsible to ensure that all the required documentation is readily available when requested by the service provider within the agreed period.

***NB: The Fleet Management Trading Entity reserves the right to withdraw and/or terminate the services if the performance of either party (Entity and service provider) is not satisfactory.***

## **5. STEERING COMMITTEE**

1. A dedicated Project Steering Committee will provide strategic guidance, support, monitor and evaluate progress, outputs, target on key deliverables, compliance to reporting guidelines and provide oversight as specified.
2. This Project Steering Committee will be consisting of officials from the Fleet Management Trading Entity

## **6. DELIVERABLES**

1. The outputs required will be specified for each category(ies) of service when the work is allocated in the table above (paragraph 3.2).
2. The approved service provider must have the capacity, skills, and experience to provide the services to in order to support the Fleet Management Trading Entity to obtain an unqualified audit opinion



## **7. REPORTING REQUIREMENTS**

1. The successful bidder will report to the CFO: Fleet Management Trading Entity in accordance with the terms and conditions documented in service level agreements, letters of engagement or contracts.
2. Projects will be initiated by means of service level agreements or letters of engagement and verbal briefings may be given where it is considered appropriate and necessary.
3. The service provider will be expected to provide the following reports:

<b>Name of report</b>	<b>Content</b>
Preparation plan	Analysis of existing work and work plan for the project
Bi-Weekly report	Bi-Weekly progress report on Annual Financial Statements and Fixed Assets Register
Monthly report	Monthly status report on Annual Financial Statements and Fixed Assets Register
Closeout/Handover report	To be submitted at the end of the assignment

## **8. NON-COMMITMENTS**

1. Fleet Management Trading Entity is not bound to award any of the bids submitted.
2. Fleet Management Trading Entity reserves the right to withdraw or amend these terms of reference/ specification by notice in writing to all parties who have received the terms of reference/specification prior to the closing date.
3. The cost of preparing bids will not be reimbursed.
4. Nonresponsive bids will not be considered for evaluation.

## **9. REVIEW PROCESS**

1. Documents submitted on time by bidders shall not be returned and shall remain the property of Fleet Management Trading Entity.
2. All bids duly lodged will be evaluated in accordance with the evaluation criteria.
3. Fleet Management Trading Entity may require presentations from short-listed bidders as part of the bid evaluation process.



## **10. REASONS FOR REJECTION OF THE BID**

1. Fleet Management Trading Entity shall reject bids that are not in accordance with specifications / Terms of Reference.
2. Bidders will not contact Fleet Management Trading Entity on any matter pertaining to their bids from the closing date to the time the bid has been adjudicated. Any effort by a bidder to influence the bid evaluation or adjudication will result in rejection of the bid concerned.
3. Fleet Management Trading Entity will disregard any submission if that bidder or any of its directors are guilty of the following transgressions:
  - Have abused the Supply Chain Management (SCM) system of government.
  - Have committed proven fraud or any other improper conduct in relation to such system.
  - Have failed to perform on any previous contract and the proof thereof exists.
  - Is restricted from doing business with the public sector; and
  - If such a supplier obtained preferences fraudulently or if such supplier failed to perform on a contract based on the specific goals.



	Deliverables	Frequency	Due date	Total cost (incl. VAT)
1.	Prepare financial reports for management	Monthly	By the 15 <sup>th</sup> of the each month	
2.	Analyze the fleet performance by compiling monthly detailed risk reports for Fleet Management clients	Monthly	By the 15 <sup>th</sup> of the each month	
3.	Calculate/Review the annual tariffs and prepare the necessary submission for approval by Treasury	Bi- Annually	February August	
4.	Performing year-end procedures, including the a detail analysis of the general ledger accounts and trial balance	Annually	30 April	
5.	Identity and compiling correcting year-end journals	Annually	30 April	
6.	Preparation and compilation of annual and interim reports (including annual financial statements, financial review by management, performance information, report of the accounting officer) in accordance with GRAP, Public Finance Management Act and Treasury Regulations and guidelines issued by Treasury	Annually	31 May 31 October	
7.	Compilation of the interim report	Annually	31 October	
8.	Compilation of the supporting the audit working papers that must be submitted to the Office of the Auditor General and Treasury	Bi- Annual	31 May 31 October	
9.	Prepare responses to all audit queries as raised by the Auditor General	Annually	Within 3 working days	
10.	Assist the entity to obtain a unqualified audit opinion	Annually	-	
11.	Performing the valuations of the GMT fleet	Bi- Annually	31 May 31 October	
12.	Reconciling and updating the small assets, RBE and GMT Fleet asset registers	Bi- Annually	31 May 31 October	
13.	Reviewing expenditure for possible irregular, fruitless and wasteful expenditure and where necessary, prepare investigation reports	Monthly	15 <sup>th</sup> of the month	
14.	Compiling the lease schedules for client departments as required by Provincial Treasury for both the interim and annual financial statements of user clients	Quarterly	April July October January	
15.	Conduct a comprehensive valuation of the white Fleet (vehicles) compliant with GRAP standards. The residual value and remaining useful life need to be determined for each asset	Annually	April	
16.	Determine the fair market value and valuation of all fleet assets in accordance with GRAP standards by calculating/determining <ul style="list-style-type: none"> <li>• depreciation,</li> <li>• condition,</li> </ul>	Bi-Annually	31 May 31 October	



	Deliverables	Frequency	Due date	Total cost (incl. VAT)
	<ul style="list-style-type: none"> <li>• useful life</li> <li>• residual value, and impairment</li> </ul> <p>The detailed calculations on how the valuations were determined should be provided to enable review and to assist the AGSA in auditing the assumptions and calculations used by the valuers and must include:</p> <ul style="list-style-type: none"> <li>○ Methodology used</li> <li>○ Market analysis and comparable data</li> <li>○ Assumptions and limitations</li> <li>○ Recommendations for financial reporting purposes</li> <li>○ Examples of market considerations and assumptions used</li> <li>○ Any other consideration used not specifically mentioned in the scope</li> </ul>			
17.	Liaise with critical stakeholders including valuers appointed to value the RBE fleet, Auditor-General and other relevant stakeholders	Annually	31 March	
18.	<p>Audit file and disclosure</p> <ul style="list-style-type: none"> <li>• Prepare a complete audit file in the prescribed format in compliance with Treasury guidelines and auditing standards</li> <li>• Ensure all applicable and required disclosure notes are included and that they comply with relevant accounting standards</li> </ul>	Bi-Annually	31 May 31 October	
19.	<p><b>Management and training</b></p> <p>Conduct skills transfer and training to the entity's employees</p>	Monthly progress report	15 <sup>th</sup> of the month	
20.	<b>Grand Total</b>			

**N.B!!! This template is subject to change dependent on number of officials working for the company.**



## **T2.2      RETURNABLE SCHEDULES**

### **T2.2.1      *RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES***

<b>SECTION</b>	<b>DESCRIPTION</b>
SCHEDULE A	RECORD OF ADDENDA TO TENDER DOCUMENTS
SCHEDULE B	CERTIFICATE OF AUTHORITY
SCHEDULE C	COMPULSORY ENTERPRISE QUESTIONNAIRE
SCHEDULE D	PLANT AND EQUIPMENT
SCHEDULE E	EXPERIENCE OF TENDERER
SCHEDULE F	TENDERER'S KEY PERSONNEL
SCHEDULE G	AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES
SCHEDULE H	TENDERER'S HEALTH AND SAFETY PLAN AND DECLARATION
SCHEDULE I	TENDERER'S CERTIFICATE OF REGISTRATION WITH CIDB
SCHEDULE J	TAX CLEARANCE CERTIFICATE/S
SCHEDULE K	PREFERENCIAL PROCUREMENT REGULATIONS 2022
SCHEDULE L	DECLARATION OF INTEREST

### **T2.2.2 PREFERENTIAL PROCUREMENT SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT**

### **T2.2.3 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.

The same applies to the Preferential Procurement Schedule in T2.2.2.



**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:

<b>Addendum no.</b>	<b>Date</b>	<b>Title or details</b>
<b>1</b>		
<b>2</b>		
<b>3</b>		
<b>4</b>		
<b>5</b>		
<b>6</b>		
<b>7</b>		
<b>8</b>		

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: .....



## **REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT**

### ***Important note to Tenderer:***

***Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors, all as referred to in the foregoing forms and in T2.1, must be attached here.***

### **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 : CIDB registration number :**

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

<b>Name*</b>	<b>Identity number*</b>	<b>Personal income tax number*</b>

\* 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:

- |   |   |
|---|---|
| 11. 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) |
| 12. a member of any provincial legislature                                |   |
| 13. a member of the National Assembly or the National Council of Province |   |
| 1. a member of the board of directors of any municipal entity             | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| 2. an official of any municipality or municipal 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 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:

- |  |   |
|--|---|
| 3. 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) |
| 4. a member of any provincial legislature                                |   |
| 5. a member of the National Assembly or the National Council of Province |   |
| 6. a member of the board of directors of any municipal entity            | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| 7. an official of any municipality or municipal 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



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 .....



**SCHEDULE D: PLANT AND EQUIPMENT**

The following are a list of major items of relevant equipment that I / we presently own and will have available for this contract if my / our tender is accepted.

**8. Details of major equipment that is owned by me / us and immediately available for this contract.**

DESCRIPTION ( <i>type, size, capacity etc.</i> )	QUANTITY	YEAR OF MANUFACTURE

*Attach additional pages if more space is required*

**(b) Details of major equipment that will be hired, or acquired for this contract if my / our tender is accepted**

DESCRIPTION ( <i>type, size, capacity etc.</i> )	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

Note: Attach additional pages if more space is required

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

SIGNATURE: .....



**fleet management**

Department of  
Community Safety, Roads & Transport  
FREE STATE PROVINCE

**ATTACH THE PLANT AND EQUIPMENT LIST/S HERE**



**SCHEDULE E: EXPERIENCE OF TENDERER**

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

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

SIGNATURE: .....



**fleet management**

Department of  
Community Safety, Roads & Transport  
FREE STATE PROVINCE

**ATTACH THE LIST HERE IF SEPARATE LIST IS PROVIDED**





**SCHEDULE F: TENDERERS' KEY PERSONNEL**

NAME	POSITION	NQF QUALIFICATION	NO OF YEARS FINANCIAL EXPERIENCE

SIGNATURE: .....



## **SCHEDULE G: 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**

<b>PAGE</b>	<b>CLAUSE OR ITEM NO</b>	<b>PROPOSED AMENDMENT AND QUALIFICATIONS</b>

**[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**

<b>PROPOSED ALTERNATIVE</b>	<b>DESCRIPTION OF ALTERNATIVE</b>

**[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: .....



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Community Safety, Roads & Transport  
FREE STATE PROVINCE

**ATTACH ALTERNATIVES HERE**



## **SCHEDULE H: CONTRACTOR'S HEALTH AND SAFETY PLAN AND DECLARATION**

In terms of Clause 4(4) of the OHS Act 1993 Construction Regulations 2003 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHS Act 1993 Construction Regulations 2003.

To that effect a person duly authorized by the Tenderer must complete and sign the declaration hereafter in detail.

### **Declaration by Tenderer**

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS Act 1993 Construction Regulations 2003.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.
4. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHS Act 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
5. I hereby confirm that adequate provision has been made in my tendered rates and prices in the Bill of Materials to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHS Act 1993 Construction Regulations 2003, including the cost for specific items that may be scheduled in the Bill of Materials.
6. I hereby confirm that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations for failure on my part to comply with the provisions of the Act and the Regulations as set out in Regulation 30 of the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHS Act 1993 Construction Regulations 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.
8. I am aware of the fact that, should I be awarded the contract, I must submit the notification required in terms of Regulation 3 of the OHS Act 1993 Construction Regulations 2003 before I will be allowed to proceed with any work under the contract.

SIGNATURE: .....



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**SCHEDULE I: CONTRACTOR'S CERTIFICATE OF CIDB**

**SCHEDULE J: A valid Tax compliance status verification Certificate.**

- 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 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

**SBD 6.1**

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

This preference form must form part of all the 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**

---

**9. GENERAL CONDITIONS**

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).

**2. To be completed by the organ of state**

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) The **80/20 preference point system** will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.
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.

**4. To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

(The second stage of evaluation on the approved list of Panel of Experts will be on price and specific goals, subject to 80/20 preference points system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system. 80/20 preference point system for acquisition of goods or services with Rand value equal to or below R50 000 000.00.)

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.

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.

## 10. 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).

## 11. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 1. POINTS AWARDED FOR PRICE

#### 14.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)^{80/20}$$

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

### 2. FORMULAE FOR INTERNAL CONTROLS SYSTEMS AND FINANCIAL ADMINISTRATION

#### 1. POINTS AWARDED FOR PRICE

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

80/20

$$P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)^{80/20}$$

Where

- $P_s$  = Points scored for price of tender under consideration
- $P_t$  = Price of tender under consideration

Pmax = Price of highest acceptable tender

## 12. POINTS AWARDED FOR SPECIFIC GOALS

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:
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 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system.
  - (b) any other invitation for tender, that either the 80/20 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 the 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table 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)	Proof of documents to be attached	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprise with ownership of 51% or more by person/s who are black person/s.	4	CIPC and shareholding certificate Certified ID copies by SAPS within 3 months CSD report	
Enterprise with ownership of 51% or more by person/s who are women.	4	CIPC and shareholding certificate Certified ID copies by SAPS within 3 months CSD report	
Enterprise with ownership of 51% or more by person/s who are youth.	4	CIPC and shareholding certificate Certified ID copies by SAPS within 3 months CSD report	
Enterprise with ownership of 51% or more by person/s with disability.	4	CIPC Certified ID copies and medical certificate by SAPS within 3 months Shareholding certificate	
Enterprise with veterans of 51% or more by person/s who are veterans.	4	CIPC, Certified ID copies and force number and shareholding certificate.	
Total	20		

**SCHEDULE: L**

**DECLARATION WITH REGARD TO COMPANY/FIRM**

3. Name of company/firm.....

4. Company registration number: .....

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

[TICK APPLICABLE BOX]

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 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:** .....

### 13. SUBMISSION OF THE BID

1. Faxed, emailed, or late bid documents will not be considered. Bid documents must be delivered before the closing time and date to the venue which is as follows:

**Physical Address:** The bid box is situated at the **Perm Building, Ground Floor, 45 Charlotte Maxeke Street, Bloemfontein, 9301.**

**Postal Address:** Clearly marked bid documents denoting the bid number and closing date maybe posted before the closing time and date to:

**Fleet Management Trading Entity, SCM, Building, Ground Floor, 45 Charlotte Maxeke Street, Bloemfontein, 9301.**

2. The bid number **FMB003/2025/26** must be indicated on the envelope/file.

### 14. CLOSING DATE FOR THE BID

1. The closing date for the bid is **24 FEBRUARY 2026.**

### 15. LATE BIDS

1. Bids received late will not be considered.
2. A bid will be considered late if it is received a second after 11:00 am or any time thereafter. **The bid closing time is 11:00 am on 24 FEBRUARY 2026.**

### 16. ENQUIRIES

1. For all bidding procedure and technical enquiries, please refer to page 4 SBD 1, part A for contact details.
2. All Enquiries can be addressed to Community Safety Roads and Transport SCM: Fleet Management Entity on the following email address [tsukudum@freetrans.gov.za](mailto:tsukudum@freetrans.gov.za); [koenane@freetrans.gov.za](mailto:koenane@freetrans.gov.za) by **19 FEBRUARY 2026.**

# **THE RE-ADVERTISEMENT AND APPOINTMENT OF A SERVICE PROVIDER THROUGH A SHORTENED PERIOD OF 14 DAYS TO PROVIDE SERVICES IN INTERNAL CONTROLS SYSTEMS AND FINANCIAL ADMINISTRATION TO THE ENTITY FOR A PERIOD OF (24 MONTHS)**

## **THE CONTRACT**

### **PART C1 : AGREEMENTS AND CONTRACT DATA**

## **PART C1 : AGREEMENTS AND CONTRACT DATA**

### **CONTENTS**

<b>SECTION</b>	<b>DESCRIPTION</b>	<b>PAGE</b>
C1.1	FORM OF OFFER AND ACCEPTANCE	C1-3

### **C1.1 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:

#### **THE RE-ADVERTISEMENT AND APPOINTMENT OF A SERVICE PROVIDER THROUGH A SHORTENED PERIOD OF 14 DAYS TO PROVIDE SERVICES IN INTERNAL CONTROLS SYSTEMS AND FINANCIAL ADMINISTRATION TO THE ENTITY FOR A PERIOD OF (24 MONTHS)**

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 item 33 of 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 and Surname	..... Name
..... Capacity	

Name and address of organization . . . . .

. . . . .

Date:

. . . . .



## 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.

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 authorized 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 Organization: .....

.....

.....

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

.....  
Name

Date: .....

### 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 an 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 authorized 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	.....
.....	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

# SECTION 3

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## SPECIAL CONDITIONS OF CONTRACT

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## **SPECIAL CONDITIONS OF CONTRACT**

### **1. LEGISLATIVE AND REGULATORY FRAMEWORK**

- 1.1 This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

### **2. STATUS OF REQUEST FOR BIDS**

- 2.1 The Fleet Management Trading Entity is hereby inviting potential bidders for the appointment of a service provider to provide services in internal controls systems and financial administration to the entity for a period of 1 years (12 months).
- 2.2 This request is an invitation for potential Bidders to submit their proposals for the rendering of the services as set out in the Terms of Reference contained herein.
- 2.3 No binding contract or other understanding for the supply of the Services will exist between the Fleet Management Trading Entity and any Bidder unless and until the Fleet Management Trading Entity has executed a formal written contract with the successful Bidder/s.

### **3. SUBMISSION OF BIDS**

- Bidders must be registered on Central Suppliers Database (CSD)
- Bids must be valid for 90 days.
- The service providers shall bear the cost associated with the preparation and submission of the proposals.
- The Fleet Management Trading Entity's (FMTE) selection of preferred service provider will be as per the department of Community Safety, Roads and Transport Supply Chain Management policy and will be final.
- FMTE is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to contract award, without incurring any liability to the bidders.
- Bidders who falsify any information will be disqualified – If it's discovered during the contract period, FMTE reserves the right to terminate the contract immediately.
- Period of the contract will be for a period of two years from the date of appointment.
- Company profile.

- Bidders must submit Companies and Intellectual Property Commission (CIPC) certificates.
- 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.
- List of proposed team/s to work on the project and their responsibilities as outlined on functionality under capacity.
- Certificate of Authority for Signature (Power of Attorney).

***The following information must be attached to the bid document:***

- ✓ Company profile.
  - ✓ Bidders must submit Certified copy of Companies and Intellectual Property Commission (CIPC) certificates.
  - ✓ 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.
  - ✓ List of proposed team/s to work on the project and their responsibilities as outlined on functionality under capacity.
  - ✓ Certificate of Authority for Signature (Power of Attorney)
3. Bidders must submit the bid in one original hard copy format (paper **documents**), clearly marked with the category of service applied for and must be deposited into the tender box located at Perm **Building, Ground Floor, 45 Charlotte Maxeke Street, Bloemfontein, 9301** by the closing date and time of the bid.
  4. In the event that a hard copy of the bid document is not received on or before the closing date and time, the bid will be invalidated.
  5. There will **not** be a briefing session.
  6. Completed bid documents should be sealed, clearly marked **FMB003/2025/26** and deposited in the bid box on the address stated in the invitation on or before 11:00 am on **24 FEBRUARY 2026**, which is accessible from Monday to Friday, between 07:30 to 16:00 at Perm Building on the Ground Floor.
1. Deviation from the Terms of Reference will result in disqualification.
  2. Bidders must ensure that they have received all the pages of this bid document and ensure that it is submitted in its original sequential format as issued.
  3. Bidders must provide all the information requested in the Terms of reference as per category(ies) of services.
  4. 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.

5. Fleet Management Trading Entity reserves the right to arrange contracts with more than one bidder per category(ies) of services.
6. The completed bid document may serve as a basis for further negotiations at Fleet Management Trading Entity's selection process. Fleet Management Trading Entity may at its sole discretion decide how many potential panel of experts are requested to participate in this process.
7. The bid will be valid for a period of at least 90 (ninety) days from the bid closing date.
8. The bid shall be subject to all relevant SCM guidelines in line with PFMA and Treasury Regulations.
9. Submission of bids after closing date and time will not be accepted.
10. Shareholder/Member of Company/Individual will not be allowed to represent/bid for more than 1 (one) business, where a Shareholder/Member/Individual has an interest in any other company that is participating in this bid, it must be disclosed. Failure to do so will result in disqualification of bids.
11. List of Shareholding/membership by Name of business, Position occupied and percentage of shareholding in the business:

NAME OF SHAREHOLDER / DIRECTOR/ MEMBER/INDIVIDUAL	NAME OF BUSINESS	POSITION OCCUPIED IN THE BUSINESS	% OF SHAREHOLDING IN THE BUSINESS	INDICATE BY TICKING X NEXT TO THE BUSINESS YOU ARE REPRESENTING IN THIS BID.

## 5. ALLOCATION OF WORK AND PAYMENT DURING EXECUTION

- 5.1. Once the successful bidder has been approved, only the successful applicant will be approached, depending on the circumstances, by obtaining quotations, according to the bid procedure when services are required, with the exception

that the requirement is not advertised in the Tender Bulletin again. A contract/SLA/Service Charter will be concluded with the successful bidder/s after the award.

- 5.2. When assignments are agreed upon, parties will agree on the rates to be charged which will be in line with Par 13.2 of SCM Practice Note 3 of 2003 (Appointment of Consultants).
- 5.3. The rates agreed to between parties will be included in the signed Service Level Agreement (SLA) prior to commencement of each assignment.
- 5.4. Payment will be done in line with the work allocated and performed in accordance with agreed rates, which will be included in the Service Level Agreement (SLA)/service charter and when Fleet Management Trading Entity is satisfied with the standard of output delivered by the service provider.
- 5.5. All prospective bidders shall have to treat all available data provided by the respective Entity as strictly confidential and not avail for any form of distribution or use other than on the project in respect of which the information was made available unless express written approval from the respective Entity Accounting Officer is obtained in advance.
- 5.6. The successful bidder must be in a position to commence work when the need arise, within ten (10) calendar days of the awarding of a contract relating to an assignment; Successful bidder/s must be in a position to commence work when a need is identified in relation to an assignment per category of service.
- 5.7. Rates of remuneration will be subject to negotiation, not exceeding the applicable Hourly fee rates for Consultants issued by professional bodies mentioned in paragraph 4.3 page 18, as well as any other Council per category listed.
- 5.8. Costs must include all applicable taxes and disbursements.
- 5.9. Consultants should observe due diligence and prevailing standards in the performance of the assignment. The accounting officer/authority should evaluate the performance of consultants appointed in a fair and confidential process. In the case of repeated poor performance, the firm should be notified and provided an opportunity to explain the reasons for it and the remedial action proposed.
- 5.10 The appointed service provider will be expected to act as an expert witness in court of law, should the need arise.



# . SECTION 4

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## GENERAL CONDITIONS OF CONTRACT

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**12.**

**13. GOVERNMENT PROCUREMENT**

**14. GENERAL CONDITIONS OF CONTRACT**

*NOTES*

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

## TABLE OF CLAUSES

1. General
2. Standards
3. Use of contract documents and information; inspection
4. Patent rights
5. Performance security
6. Inspections, tests and analysis
7. Packing
8. Delivery and document
9. Insurance
10. Transportation
11. Incidental services
12. Spare parts
13. Warranty
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15. Prices
16. Contract amendments
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18. Subcontracts
19. Delays in the supplier's performance
20. Penalties
21. Termination for default
22. Dumping and countervailing duties
23. Force Majeure
24. Termination for insolvency
25. Settlement of disputes
26. Limitation of liability
27. Governing language
28. Applicable law
29. Notices
30. Taxes and duties
31. National Industrial Participation Programme (NIPP)
32. Prohibition of restrictive practices

## General Conditions of Contract

<p><b>1. Definitions</b></p>	<p>1. The following terms shall be interpreted as indicated:</p> <p>1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>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.</p> <p>1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>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.</p> <p>1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>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.</p> <p>1.7 “Day” means calendar day.</p> <p>1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.</p> <p>1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.</p> <p>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</p>
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		charges involved until the supplies are so delivered and a valid receipt is obtained.
	1.11	"Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
	1.12	" Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
	1.13	"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
	1.14	"GCC" means the General Conditions of Contract.
	1.15	"Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
	1.16	"Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his sub bidders) 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.

	<p>1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.</p>
	<p>1.20 “Project site,” where applicable, means the place indicated in bidding documents.</p> <p>1.21 “Purchaser” means the organization purchasing the goods.</p> <p>1.22 “Republic” means the Republic of South Africa.</p> <p>1.23 “SCC” means the Special Conditions of Contract.</p>
	<p>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.</p> <p>1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.</p>
<b>2. Application</b>	<p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
<b>3. General</b>	<p>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 nonrefundable fee for documents may be charged.</p>

	3.2	With certain exceptions, invitations to bid are only published in the Government Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>
<b>4. Standards</b>	4.1	The service rendered shall conform to the standards mentioned in the bidding documents and specifications.
<b>1. Use of contract documents and information; inspection.</b>	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.
<b>6. Patent rights</b>	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.
<b>7. Performance security</b>	7.1	Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

	<p>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.</p> <p>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:</p> <p>(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</p> <p>(b) a cashier's or certified cheque</p>
	<p>7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.</p>
<b>8. Inspections, tests and analyses</b>	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>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 shall be open, at all reasonable hours, for inspection by a representative of the Fleet Management Trading Entity or an organization acting on behalf of the Department.</p>
	<p>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 make the necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>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.</p>



	<p>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.</p> <p>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.</p>
	<p>8.7 Any contract supplies may on or after delivery be inspected, tested or analysed 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.</p> <p>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.</p>
<b>9. Packing</b>	<p>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.</p>

	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.
<b>10. Delivery and documents</b>	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.
<b>11. Insurance</b>	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.
<b>12. Transportation</b>	12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
<b>13. Incidental services</b>	13.1	<p>The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> <li>(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;</li> <li>(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;</li> <li>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</li> <li>(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</li> <li>(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.</li> </ul>
	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.

<b>14. Spare parts</b>	<p>14.1 As specified in SCC, the supplier may be required to provide any or all the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <p>(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</p>
	<p>(b) in the event of termination of production of the spare parts:</p> <p>(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p>(ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
<b>15. Warranty</b>	<p>15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p> <p>15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p>

	15.5	If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
<b>16. Payment</b>	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 thirty (30) days after submission of an invoice or claim by the supplier.
	16.4	Payment will be made in Rand unless otherwise stipulated in SCC.
<b>17. Prices</b>	17.1	Prices charged by the supplier for services rendered 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.
<b>18. Contract amendments</b>	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.
<b>19. Assignment</b>	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.
<b>20. Subcontracts</b>	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.
<b>21. Delays in the supplier's performance</b>	21.1	Performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

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

<b>22. Penalties</b>	<p>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.</p>
<b>23. Termination for default</b>	<p>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:</p> <ul style="list-style-type: none"> <li>(a) if the supplier fails to render service within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;</li> <li>(b) if the Supplier fails to perform any other obligation(s) under the contract; or</li> <li>(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</li> </ul> <p>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, or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, or services. However, the supplier shall continue performance of the contract to the extent not terminated.</p>
<b>24. Anti-dumping and countervailing duties and rights</b>	<p>24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such antidumping 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 bidder to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the bidder in regard to supplies or services which he delivered or rendered, or</p>

		is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him
<b>25. Force Majeure</b>	25.1	Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
	25.2	If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
<b>26. Termination for insolvency</b>	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.
<b>27. Settlement of Disputes</b>	27.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
	27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
	27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
	27.4	Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

	27.5	Notwithstanding any reference to mediation and/or court proceedings herein,  (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.
<b>28. Limitation of liability</b>	28.1	Except in cases of criminal negligence or wilful 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 the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price.
<b>29. Governing language</b>	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
<b>30. Applicable law</b>	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
<b>32. Taxes and duties</b>	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.



	<p>32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods or services to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Fleet Management Trading Entity must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original, issued by the South African Revenue Service.</p>
<b>33. National Industrial Participation (NIP) Programme</b>	<p>33.1 The NIP Programme administered by the Fleet Management Trading Entity of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.</p>
<b>34. Prohibition of Restrictive practices</b>	<p>34.1 In terms of Section 4 (1) (b) (iii) of the Competition Act No.89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is /are or was/were involved in collusive bidding (or bid rigging).</p> <p>34.2 If a bidder(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.</p> <p>34.3 If a bidder(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) from conducting business with the public-sector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) concerned.</p>

**ANNEXURE A**

**THE RE-ADVERTISEMENT AND APPOINTMENT OF A SERVICE PROVIDER THROUGH A SHORTENED PERIOD OF 14 DAYS TO PROVIDE SERVICES IN INTERNAL CONTROLS SYSTEMS AND FINANCIAL ADMINISTRATION TO THE ENTITY FOR A PERIOD OF (24 MONTHS)**

**: FMB003/2025/2026**

I/we certify that this is a bona fide bid.

I/we also certify that I/we have not done, and I/we undertake that I/we shall not do any of the following acts at any time before the hour and date specified for the closure of submission of Bid for this Contract.

1. Fixed or adjusted the amount of this bid by, or under, or in accordance with any agreement or arrangement with any other person outside this consortium/joint venture/sub-contracting.
2. Communicate to a person outside this consortium/joint venture/sub-contracting other than the person calling for these bids, the amount or approximate amount of the proposed bid, except where the disclosure, in confidence, of the approximate amount of the bid was necessary to obtain insurance premium quotations required for the preparation of the bid;
3. Caused or induced any other person outside this consortium/joint venture/sub-contracting to communicate to me/us the amount or approximate amount of any rival bid for this contract;
4. Entered into any agreement or arrangement with any other person outside this consortium/joint venture/sub-contracting to induce him/her to refrain from bidding for the contract, or as to the amount of any bid to be submitted or the conditions on which a bid is made, nor caused or induced any other person to enter to any sub agreement or arrangement; and
5. Officer or paid or given or agreed to pay or given any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any bid or proposed bid for this contract, any act or thing of the sort described above.

In this certificate, the term "person" includes any persons, body of persons or association, whether corporate or not; and the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not and the term "person outside this consortium/joint venture/sub-contracting means, when the consortium/joint venture/sub-contracting is a partnership, a person other than a partner or an employee of such partnership, or when the consortium/joint venture/sub-contracting is a company, a person other than a person or company holding shares in the consortium/joint venture/sub-contractor, or any employee of such a person, consortium/joint venture/sub-contracting.

**15. SIGNED ON BEHALF OF BIDDER: \_\_\_\_\_**

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

