INVITATION TO BID (SBD 1)

on procurement requirements

YOU ARE HEREBY INVITED TO BID FOR THE FOLLOWING SPECIFIED SUPPLY REQUIREMENTS

BID NUMBER	**LGSETA/ORGANIZATIONREDESIGN/2022/23-01**
CLOSING DATE AND TIME	**2 September 2022 @ 12h00 pm**

BID DESCRIPTION

REQUEST FOR PROPOSAL TO APPOINT A SERVICE PROVIDER TO PROVIDE ORGANIZATIONAL REDESIGN SERVICES FOR THE LGSETA

Bidders must sign the signature page of the form SBD1 validating all documents included in the response to this invitation.

The successful bidder and the LGSETA will sign the written Contract Form (SBD 7) once the delegated authority has approved the award of such contract.

BIDDER's NAME		
B-BBEE LEVEL		
Preferential Procurement System Applicable:		80/20
Validity Period From Date Of Closure:		120 days
Compulsory Briefing Session or Site Visit Details	**Date and Time**	N/A
	Location	N/A
	Contact Person	N/A

	BID DOCUMENTS ARE TO BE DEPOSITED IN THE BID/TENDER BOX AT:	
	Local Government Sector Education and Training Authority (LGSETA) 1Osborne Lane Gillooly's Office Park Block A Bedfordview 2007 Bids are not to be delivered to any other LGSETA's office but as per above address	**AND ADDRESSED AS FOLLOWS:** On the face of each envelope, the Bid Name, Bid Number and Bidder's Name, Postal Address, Contact Name, Telephone Number and email address. The closing time is as per the clock at the LGSETA reception.
	Bidders must ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration. Bidders must ensure that the submission register at the LGSETA's reception when delivering a proposal is signed off, failure to sign may result in the bids being disqualified/disadvantage. Bidders must advise their respective couriers/drivers of the above instruction(s) to avoid misplacement of bid**.** *Bidders are not allowed to use post office but only to hand deliver the bid proposal to the LGSETA Head office as per address above.*	
	BIDDERS ARE REQUIRED TO DELIVER THEIR BID TO THE CORRECT ADDRESS TIMEOUSLY IN ORDER FOR THE LGSETA TO CONSIDER IT. **THE LGSETA WILL NOT CONSIDER THE BIDS RECEIVED LATER THAN THE CLOSING DATE AND TIME NOR RETURN THESE TO THE BIDDER.**	
	Bidders must submit their bid response on the official bid invitation forms (**NOT TO BE RE-TYPED**) with additional information provided on attached supporting schedules. The LGSETA provides the checklist "Returnable Documents" at the end of the bid invitation of all required documentation with certain documentation mandatory for entering the evaluation phase. Non-submission of these marked documents will lead to disqualification of the bidder.	
	BID OPENING REGISTER	
	The bidders name and B-BBEE status level will be publish on the LGSETA website within ten (10) working days after bid closing date.	
	REJECTION OF BIDS	
	LGSETA reserves the right to reject submitted proposal when deemed necessary. Should it be discovered by the LGSETA that the bidder did not act in good faith and/or declare incorrectly/falsely, LGSETA reserves the right to disqualify or reject the bid.	
	If the bidders' proposal is not compliant with the LGSETA's scope of work/terms of reference, LGSETA reserves the right to disqualify the bid proposal.	
	Bid rigging/ collusive behavior by the bidder will result in disqualification. A bidder is not permitted to submit proposal from more than one registered company with a common director/shareholder.	
	If a bidder is not registered on National Treasury Central Supplier Database (CSD), (Proof must be submitted with the proposal)	
	THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT AND SPECIAL CONDITIONS OF CONTRACT AS STIPULATED IN THIS INVITATION.	
	THE LGSETA DEEMS THE BIDDER HAS READ AND ACCEPTED THESE CONDITIONS OF CONTRACT.	

	REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD):
	The bidder must register on the National Treasury's Central Supplier Database in order to do business with an organ of state or for the LGSETA to award a bid or contract. Registration on the CSD (www.csd.gov.za) provides a bidder with an opportunity to do business with all state organizations including provincial and municipal levels. National Treasury Contact Details: 012 406 9222 or email csd.support@treasury.gov.za
	SETS OF BID DOCUMENTS REQUIRED
	Number of ORIGINAL documents for contract signing | 1
	Bidders must submit the bid in hard copy format (paper document) to the LGSETA. The hard copy of these original sets of bid documents serves as the legal bid contract document and the master record between the bidder and the LGSETA. The bidders attach the originals or certified copies of any certificates stipulated in this document to these original sets of bid documents. Any discrepancy between the evaluation copies and the master record, the master record will prevail. Any discrepancy between the original sets deposited with the LGSETA and that kept by the bidder, the original set deposited with the LGSETA is the master contract for both parties.
	Number of EVALUATION copies: | 1
	Bidders mark documents as either "**Original**" or "**Copy for evaluation**" and number all pages sequentially. Bidders group documents into "PROPOSAL" and "PRICING " Sections
	Two envelope system required | NO
	The objective of the exercise is to evaluate the Proposals Section without reference to the. Price Section ensuring both sections are evaluated fairly and unbiased. The first envelope holds all documents excluding the SBD3 and detailed supporting pricing documentation. The second envelope holds the SBD3 and the detailed supporting pricing documentation. An outer envelope encloses both envelopes that have the envelope addressing as stated in this document. The LGSETA only opens the proposal – the first envelope – at the evaluation stage and only opens the pricing – the second envelope – for those bidders who meet the predefined threshold at the proposal evaluation.
	ENQUIRIES CAN BE DIRECTED TO THE FOLLOWING
	SUPPLY CHAIN MANAGEMENT ENQUIRIES Kindly contact the SCM Office at procurement@lgseta.org.za by no later than **26 August 2022** for the submission of queries relating to this bid. All queries received will be compiled into one document and will be uploaded to our LGSETA website. No feedback will be provided for enquiries received after **26 August 2022**.

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Table 1. RETURNABLE DOCUMENT CHECKLIST (TO QUALIFY FOR EVALUATION)			
RETURNABLE DOCUMENTS (M = Mandatory (Go/No GO)) **Failure to provide documents listed as mandatory will lead to disqualification.**	**Envelope 1**		
Proof of Registration on the Government's Central Supplier Database (CSD).	**M**	**YES**	**NO**
Signed and completed Procurement Invitation (SBD 1) including the SBD 4 and 6.1	**M**	**YES**	**NO**
Pre-qualification criteria in terms of regulation 4(1) (a) **Proof of B-BBEE status level of contributor"** for main contractor <u>Please Note that:</u> proof of B-BBEE status level of contributor" means- (a) the B-BBEE status level certificate issued by an authorized body or person; or (b) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or (c) any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act. If "proof of B-BBEE status level of contributor" is required for pre-qualification purposes in terms of PPPFA regulations, and is either not submitted by tender submission deadline or deemed invalid, the respective tenderer must be disqualified	**M**	**YES**	**NO**
In bids where consortia / joint ventures / sub-contractors are involved, each party must be registered on the National Treasury Supplier Database and mustsubmit a separate tax compliance pin / CSD number report. Each party to the consortia / joint ventures / sub-contractors must submit completed SBD documents. Copy of Joint Venture/ Consortium/ Subcontracting Agreement duly signed by all parties.	**M**	**YES**	**NO**
Organizational Development, Design, Restructuring The OD Specialist has performed Organizational Development, Design and Restructuring in a SETA, after 2013. * The supporting evidence to the above mandatory functional requirements must be indicated on the respective CV; a SETA where work was conducted must be one of the references. *	**M**	**YES**	**NO**

Remuneration / Compensation Strategy and policy The Remuneration / Compensation Specialist has produced a Remuneration / Compensation Strategy and Policy in a SETA, after 2013. * The supporting evidence to the above mandatory functional requirements must be indicated on the respective CV; a SETA where work was conducted must be one of the references. *	**M**	**YES**	**NO**
Job Grading The OD Specialist and/or Remuneration / Compensation Specialist must be able to perform job grading. * The supporting evidence to the above mandatory functional requirements must be indicated on the respective CV; a SETA where work was conducted must be one of the references. *	**M**	**YES**	**NO**
Tax Confirmation Letter from Tax Authorities (Foreign Companies only)	**M**	**YES**	**NO**

THE BIDDING PROCESS
This bid is evaluated through a four (4) stage process:

Stage 1 – Pre-Qualification Criteria in terms of Regulation 4(1)(a) are applicable for this project

The following tenderers may respond:

- A tenderer having a stipulated minimum B-BBEE status level of contributor of level one (1) only**.**

Where B-BBEE levels are used as pre-qualification criteria; then tenderers are required to provide the following documents at tender submission deadline. If "proof of B-BBEE status level of contributor" is required for pre-qualification purposes in terms of PPPFA regulations and is either not submitted by tender submission deadline or deemed invalid; the respective tenderer must be disqualified:

(i) Original or certified copy of valid B-BBEE certificate (issued by Verification Agency accredited by SANAS) or
(ii) Certified copy of a valid (fully completed) B-BBEE Sworn Affidavit (on official DTI template) only for EME/QSE companies or CIPC B-BBEE certificate. Sworn affidavit to be signed by both the deponent and the commissioner of oaths.
(iii) JVs to submit a certified copy of a consolidated B-BBEE Status Level Verification Certificate (SANAS accredited) for this tender.

Stage 2 – Compliance with Returnable Document Checklist as per Table 1 above, (Mandatory as these are GO/NO GO gates, comply/not comply.

The LGSETA evaluates only procurement responses that are 100% acceptable in terms of the Returnable Document List. The LGSETA will disqualify bidders who are found not compliant.

Stage 3 – Technical Evaluation Compliant bids from stage 1 and 2 will therefore be evaluated on stage 3 (Functionality). Bidders must reach a minimum of **70 points** on functionality evaluation in order to be evaluated on Stage 4 of price and preference evaluation. **Bidders reaching the minimum evaluation score will pass to stage 4.**
Stage 4 – Price Evaluation The LGSETA compares each bidder's pricing proposal on a fair and equal basis taking into account all aspects of the bids requirements. The LGSETA ranks the qualifying bids on price and preference points claimed in the following manner: Price - with the lowest priced Bid on an equal and fair comparison basis receiving the highest price score Preference - preference points as claimed in the preference claim form (SBD6.1) added to the price ranking scores; and The LGSETA recommend the bidder with the highest combined score for the contract award subject to the bidder having supplied the relevant administrative documentation. LGSETA may still appoint a bidder other than the bidder who scores the highest score points in stage 4 with sufficient and justifiable reasons.
Bid Procedure Conditions:

	<u>Counter Conditions</u> The LGSETA draws bidders' attention that amendments to any of the Bid Conditions or setting of counter conditions by bidders will result in the invalidation of such bids.
	<u>Response Preparation Costs</u> The LGSETA is NOT liable for any costs incurred by a bidder in the process of responding to this Bid Invitation, including on-site presentations.

	<u>Cancellation Prior To Awarding</u> The LGSETA reserve the right to withdraw and cancel the Bid Invitation at any time prior to the delegated official making an award.
	<u>Collusion, Fraud And Corruption</u> Any effort by Bidder/s to influence evaluation, comparisons, or award decisions in any manner will result in the rejection and disqualification of the bidder concerned.

Fronting

The LGSETA, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes where applicable, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the bid documents. Should any of the fronting indicators as contained in the "Guidelines on complex Structures and Transactions and Fronting", issued by the Department of Trade and Industry, be established during such inquiry/investigation, the onus will be on the bidder to prove that fronting does not exist. Failure to do so within a period of 7 days from date of notification will invalidate the bid/contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding 10 years, in addition to any other remedies the LGSETA may have against the bidder concerned.

Confidentiality

The successful Bidder agrees to sign a general confidentiality agreement with the LGSETA.

Sub-contracting Direct

The LGSETA does not enter into any separate contracts with sub-contracted suppliers of its appointed bidders.

Information Provided In The Procurement Invitation

All information contained in this document is solely for the purposes of assisting bidders to prepare their Bids. The LGSETA prohibits bidders from using any of the information contained herein for other purpose than those stated in this document.

Consortia / Joint Ventures / Sub-contractors

In bids where consortia / joint ventures / sub-contractors are involved, each party must be registered on National Treasury Supplier Database and must submit a separate tax compliance pin / CDS number report. Each party to the consortia / joint ventures / sub-contractors must submit completed SBD documents. Copy of Joint Venture/ Consortium/ Subcontracting Agreement duly signed by all parties.

THE BIDDERS PARTICULARS	
	Name Of Bidder (As stated on the Central Supplier Database registration report)
	Represented By
	Postal Address
	Telephone Number

	Cell Phone Number
	Facsimile Number
	E-Mail Address
	VAT Registration Number
	Total number of Employees

	COMPANY REGISTRATION NUMBER	
	DESCRIBE PRINCIPAL BUSINESS ACTIVITIES	
	TYPE OF COMPANY/FIRM [Tick applicable box]	
	Partnership/Joint Venture/Consortium	
	Close Corporation	
	(Pty) Limited	
	One person business/sole proprietor	
	Company	
	Other	
	COMPANY CLASSIFICATION [Tick applicable box and provide short description]	
	Manufacturer:	

	Supplier:	
	Professional Service Provider:	
	Construction:	
	Logistics:	
	Other:	
	TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS	

<table>
<tr><td rowspan="3"></td><td colspan="4">TAX CLEARANCE COMPLIANCE</td></tr>
<tr><td colspan="3">The National Treasury Supplier Database (CSD) report reflect an overall Tax Compliant Status.</td><td>Yes/No</td></tr>
<tr><td colspan="3">Tax Clearance Certificate Expiry date:</td><td></td></tr>
<tr><td rowspan="2"></td><td colspan="4">SUPPLIER IS ON THE NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE</td></tr>
<tr><td>Supplier Number</td><td>M</td><td>Unique Registration Reference Number (36 digit)</td><td></td></tr>
<tr><td rowspan="3"></td><td colspan="4">PREFERENCE CLAIM</td></tr>
<tr><td colspan="3">Preference claim form been submitted for your preference points? (SBD 6.1)</td><td>Yes/No/NA</td></tr>
<tr><td colspan="3">A B-BBEE status level verification certificate must support preference points claimed. Has this been submitted?</td><td>Yes/No/NA</td></tr>
<tr><td colspan="5">Who issued the B-BBEE certificate [Tick applicable box]</td></tr>
<tr><td rowspan="3"></td><td colspan="3">A verification agency accredited by the South African Accreditation System (SANAS);</td><td>Yes/No/NA</td></tr>
<tr><td colspan="3">Affidavit confirming turnover and black ownership or Companies and Intellectual Property Commission Certificate confirming turnover and black ownership certified by the registered Commissioner of Oaths</td><td>Yes/No/NA</td></tr>
<tr><td colspan="3">A Registered Auditor registered by IRBA (Certificate issued before 1st of January 2017 may be accepted by the LGSETA, certificates issued in 2017 will not be accepted therefore bidder will be regarded as non-compliant)</td><td>Yes/No/NA</td></tr>
<tr><td rowspan="3"></td><td colspan="4">Are you the accredited representative in South Africa for the goods/services/works offered?</td></tr>
<tr><td colspan="4">YES or NO, If YES enclose proof in an annexure and summarized detail below</td></tr>
<tr><td colspan="4"></td></tr>
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OVERVIEW OF THE LGSETA

The Local Government Sector Education and Training Authority (LGSETA) is a public entity established in terms of Section 9(1) of the Skills Development Act, No 97 of 1998. The Mandate of the LGSETA is to facilitate skills development for local government sector and to advance skills levels in accordance with the National Skills Development Plan 2030.

1. INTRODUCTION AND BACKGROUND

Since the adoption of LGSETA Strategic Plan (2020/21 – 2024/2025), the LGSETA is embarking an Organizational Development project and seeks to engage the services of a reputable and technically qualified service provider with extensive expertise in Organizational Development

SCOPE OF WORK

2. PURPOSE

The LGSETA would like to solicit proposals from an Organizational Development (OD) Service Provider, comprising an OD implementation Specialist and Remuneration Specialist to review and evaluate the current organisational design, structure and approach.

3. SCOPE OF WORK

The successful service provider should be experienced in delivering the following:

OD Implementation Specialist: requirements include

- Review, analyze and interrogate the current organisational structure against alignment/misalignment with the corporate strategy and the requirements that guide the LGSETA in the execution of its mandate.
- Identification of any gaps that inform cascading of the high-level structure into the definite structures which will drive achievement of the LGSETA strategic objectives and efficiencies.
- Review and develop a short-term incentive scheme to institutionalize the culture of high performance within the LGSETA.
- Implement change management approach and initiatives that support the implementation of the realigned organisational structure.

Compensation/Remuneration Specialist

- Review job profiles and benchmark the LGSETA salary structure/pay scale with associated remuneration policy and procedures to guide implementation
- Undertake job grading of all positions using an approved job evaluation system.
- Facilitate remuneration parities alignments, if any.
- Provide advice on structural growth, salary projections and impact regarding HR planning and space for the next 3 years

The LGSETA HR Department will furnish the successful service provider with all the relevant and necessary documents at the commencement of the project.

4. METHODOLOGY

The successful service provider should use a participatory and consultative approach in ways that engage all members of departments and levels. It is also expected that this will include on-going discussion with the CEO, Executive Management Team, Line Management and HR Manager. The successful service provider will convene team meetings virtually and/or in person.

The aim is that by the end of the consultation process, the LGSETA will have clear recommendations in term of organisational redesign that will help the organisation to operate more effectively and efficiently. The service provider should be keen to conduct a practical exercise in identifying tangible solutions aligned to the LGSETA's Strategic Plan, rather than a theoretical exercise in preparing a plan.

5. DELIVERABLES

The service provider will be accountable for the following deliverables:

- **An Inception Report**: The inception report should be prepared by the service provider before embarking on a fully-fledged review exercise of the LGSETA's organisation design evaluation. The inception report will detail the service provider's understanding of what is being reviewed, evaluated and why, as well as proposed methods, tools, sources of data and procedures intended to answer each aspect of the review. The inception report should also include a proposed schedule of tasks, activities, timelines, deliverables, and key issues. The inception report shall not exceed 5 pages (***font size 11, Arial***).
- **A Draft Report**: The service provider will deliver a draft report within the indicative assignment timeframe. The draft report should not exceed 30 pages (***font size 11, Arial***). The LGSETA will provide inputs to the report, through both consultative meetings and reviews. The report must include the proposed organisational structure, job evaluations and profiles, job grading and a reallocation of staff members, where required.
- **A Final Report**: The service provider will deliver a final report to the LGSETA, within the agreed timelines. A transition plan including a change management approach and initiatives and budget that outlines the process from the current organisational design, structure and approach to the proposed organisational structure must be submitted together with the final report.

6. IMPLEMENTATION TIMEFRAME

The completion of this work is expected to take a maximum of 90 working days from the date of the signing of the contract. The following must have been completed:

- Proposed Organizational Structure
- All- Job evaluations and job descriptions finalized
- Job Grading completed
- Change Management implementation Plan and
- Other reports and plans derived from the project

FINANCIAL TERMS

The LGSETA is a public entity and as such the terms of payment are thirty days (30) days from date of invoice. Therefore, the service provider ***should demonstrate that they are in a stable financial position in order to undertake this project.***

EVALUATION CRITERIA

LGSETA promotes the concept of "best value" in the award of contracts, as opposed to merely looking for the cheapest price, which does not necessarily provide the best value. Best value incorporates the expertise, experience and technical proposal of the organisation that will be providing the service and the organisational capacity supporting the project team.

The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included). (This is by no means the budget of the project but the process threshold as per PPPFA)

The procedure for the evaluation of responsive bids is Pre-Qualification criteria, Mandatory requirement, functionality (quality) and Price. The evaluation of the bids will be conducted in the following five (5) stages:

- Firstly, it will be the pre-qualification criteria.
- Secondly, the assessment of mandatory requirements in term of the tender document.
- Thirdly, the assessment of mandatory functional requirements.
- Fourthly , the assessment of quality will be done in terms of the evaluation criteria (see table below) and the minimum threshold of 70 points explained below. A bid will be disqualified if it fails to meet the minimum threshold for functionality as per the bid invitation
- Fifthly, assessment of bids in terms of price only and the awarded will be to a bidder with the lowest price preferably.

Weighting of requirements: The full scope of requirements will be determined by the following weights:

NO	Criteria	Scoring	Weight
1	Bidder's experience in the provision of Organisational Redesign Only valid reference letters will be considered; a valid reference letter must contain ALL the following: - Written on an official client's letterhead (with client's name clearly visible) or a company stamp or signature of a client representative. - Must include the contract/service period (e.g. 20 Jan 2018 to 22 Feb 2022). - The contract/service must have been rendered and completed within the past 5 years. - Only reference of the work that has been completed will be considered;	- Submission of three (3) valid or more letters attached per section. **(20)** - Submission of one (1) to two (2) valid letters attached per section. **(10)** - No reference letters attached, or invalid and unsatisfactory services rendered **(0)** *NB:* *The bidder will be assessed ONLY based on contactable clients' references where the bidder's similar services can be verified.*	**20**

	Ongoing work or incomplete work will not be considered. - Must indicate the services rating by the client (i.e. good or bad service). - Must not be a letter of award from the client.	*Multiple reference letters from the same company will be regarded as one letter* Should a score of **zero (0) be** obtained the bidder will be disqualified	
2	Provide a detailed proposal as per the Department of Public Service and Administration (DPSA) "Guide and Toolkit on Organisational Design-South African Government".		**40**
2.1	The project plan must contain timelines for deliverables and the individual responsible. The project plan must address a minimum of all the following eight (8) elements of organisational structure: - Job design - Departmentation - Centralization/decentralization - Delegation - Span of Control - Chain of Command - Leadership - Management	- Bidder provides a proposal including the project plan with a minimum of all 8 elements of the organisational structure **AND** indicates a person responsible **AND timelines**. **(20)** - Bidder provides a proposal including the project plan with a minimum of all 8 elements of the organisational structure but does not indicate f a timeline or a person responsible. ***(10)*** - A score of zero (0) will be allocated should a Bidder not provide any one (1) of the following: o Project plan; o Missing any of the 8 elements; o Timelines; o Person responsible; **(0)** Should a score of **zero (0) be** obtained the bidder will be disqualified	20
2.2	In the proposal discuss how are you going to use diagnostic tools (as per the DPSA "Guide and Toolkit on Organisational Design-South African Government) to define LGSETA problem and solution.	- Bidder lists and discusses all 15 diagnostic tools in detail **(10)** Bidder lists and discusses less than 15 diagnostic tools in detail **(0)**	10

	List and discuss diagnostic tools that will be used to determine the problem and the solution.	Should a score of **zero (0) be** obtained the bidder will be disqualified.	
2.3	The proposal must include all 5 artifacts listed below, in a process that indicates how change and associated risk management will be address at LGSETA: - stating activities to bring about change - actions to reduce risk, - conflict resolution methods, - responsible person, - and timeframes	- The Bidder proposal includes all 5 artifacts **(5)** - The Bidder proposal includes less than 5 artifacts **(0)** Should a score of **zero (0) be** obtained the bidder will be disqualified	5
2.4	On the following 3 artifacts LGSETA requires a minimum of 2 activities for each artifact listed and discussed: - stating activities to bring about change - actions to reduce risk, - conflict resolution methods	- The Bidder indicates all 3 artifacts and each have at least 2 activities **(5)** - The Bidder indicates any of the 3 artifact(s) and has less than 2 activities for each. **(0)**	5
3	Experience and Qualification of the OD implementing team who will be undertaking the required support services. Bidders must attach the team structure together with detailed CVs of the team		**40**
3.1	Experience of Organisational Development (OD) Implementation Specialist - The bidder must demonstrate that the Organisational Development Specialist assigned to the project has relevant experience. - The bidder must demonstrate on the CV that the OD Specialist has the ability to conduct strategic reviews, develop job descriptions/profiles including Organisational structures to align to the strategy of organizations.	- The bidder provides a CV of an OD Implementation Specialist indicating 10 years or more in the implementation of Organisational Development (OD). **(10)** - The bidder provides a CV of an OD Implementation Specialist indicating 5 – 9 years' relevant experience **(5)** - The Bidder provides a CV of less than 5 years relevant experience **(0)** Should a score of **zero (0)** be obtained the bidder will be disqualified	10

	- The CV should clearly show the experience of Organisational Development Implementation Specialist where it is not clear the LGSETA reserves the right not to award points.	*Note: The Organisational Development Specialist qualification submitted for this bid must remain the same for the duration of the Project. Should there be any changes, the Organisational Development Specialist must have the same experience or even more.	
3.2	Qualifications of the Organisational Development (OD) Implementation Specialist who will be undertaking and executing all related functions of the work. - Bidders must attach relevant certified copies of highest the qualifications / professional certificate. - Uncertified qualification/professional certificates or documents that were certified more than 6 months will not be accepted. - Foreign qualifications are required to be accompanied by a SAQA evaluation certificate.	- The Bidder provides an Honours or above degree in HR or Industrial Psychology or Management Studies or Organisational Development for the OD Implementation Specialist **(10)** - The Bidder provides a Bachelor Degree or National Diploma (ND) in HR or Industrial Psychology or Management Studies or Organisational Development for the OD Implementation Specialist **(05)** - The Bidder provides no qualification or none of the above-mentioned qualifications are provided **(0)** Should a score of **zero (0) be** obtained the bidder will be disqualified.	10
3.3	Experience of Compensation / Remuneration Specialist - The bidder must demonstrate that the Compensation / Remuneration Specialist assigned to the project has relevant experience. - The bidder must demonstrate on the CV that the Compensation/Remuneration Specialist has the ability to conduct strategic reviews, develop job descriptions/profiles including	The Bidder provides a CV indicating 10 years or more in the implementation of the Compensation / Remuneration Specialist. **(10)** - The Bidder provides a CV indicating 5 – 9 years' relevant experience of the Compensation / Remuneration Specialist **(5)**	10

	Organisational structures to align to the strategy of organizations. - The CV should clearly show the experience of Compensation / Remuneration Specialist where it is not clear the LGSETA reserves the right not to award points	- The Bidder provides a CV indicating less than 5 years relevant experience of the Compensation / Remuneration Specialist **(0)** Should a score of **zero (0) be** obtained the bidder will be disqualified *Note: The Compensation / Remuneration Specialist qualification submitted for this bid must remain the same for the duration of the Project. Should there be any changes, the Compensation / Remuneration Specialist must have the same qualification/s and experience or even better qualified.	
3.4	Qualifications of the Compensation / Remuneration Specialists who will be undertaking and executing all related functions of the work. - Bidders must attach relevant certified copies of highest qualifications/professional certificate. Certification may not be older than six (6) months from closing date. - Bidder must attach a valid South African Reward Association (SARA) certificate - Uncertified qualification/professional certificates will not be accepted as authentic. Foreign qualifications are required to be accompanied by a SAQA evaluation certificate.	- The Bidder provides an Honours or above degree in HR or Industrial Psychology or Management Studies or Organisational Development for the Compensation/Remuneration Specialist . **(10)** - The Bidder provides a Bachelor Degree or National Diploma (ND) in HR or Industrial Psychology or Management Studies or Organisational Development for the Compensation/Remuneration Specialist. **(05)** - The Bidder provides no qualification or none of the above-mentioned qualifications are provided for the Compensation/Remuneration Specialist. **(0)** Should a score of **zero (0) be** obtained the bidder will be disqualified.	10
	TOTAL		**100**

NB: Note: Only bidders who obtain the cut-off score of 70 points out of 100 functional requirements will be considered for price evaluation

Where bidders scores zero (0) on any of the above criteria the bidder will be considered non-responsive and will not be considered for further evaluation

FINAL DELIVERY
The Service Provider must obtain final signoff from the LGSETA before the project is concluded and the final payment is made. The Service Provider must submit signoff documentation authorized by the LGSETA.
DUE DILIGENCE REQUIREMENTS
SBD 4- DECLARATION OF INTEREST WITH GOVERNMENT
Any legal person, including persons employed by the State[1], or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this invitation to Bid (includes an advertised competitive Bid, a limited Bid, a proposal or written price quotation). In view of possible allegations of favoritism, should the resulting Bid,or part thereof, be awarded to persons employed by the State, or to persons connected with orrelated to them, it is required that the Bidder or his/her authorised representative, declare his/herposition in relation to the evaluating/adjudicating authority where: The Bidder is employed by theState; and/or The legal person on whose behalf the Bidding Document is signed, has a relationship with persons/s person who is/are involved in the evaluation and or adjudication of the Bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and/or adjudication of the Bid.
In to effect to the, the following questionnaire must be completed and submitted with this bid:
Full Name of Bidder or his/her representative:
Identity Number:
Position occupied in the Company (director, trustee, shareholder, member):
Registration number of company, enterprise, close corporation, partnership agreement:
Reference Number:
VAT Registration:
PLEASE COMPLETE BELOW AND SHOULD THE NUMBER OF MEMBERS EXCEEDSBELOW SPACE, KINDLY SUBMIT IN THE SAME FORMAT
Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State EmployeeNo / Persal No

Are you or any person connected with the Bidder presently employed by the state?If so, furnish the following particulars in an attached schedule	YES / NO

Name of person/ director/ trustee/ shareholder/member	
Name of state institution at which you or the person connected to the Bidder is employed	
Position occupied in the state institution	
Any other particulars	
If you are presently employed by the State, did you obtain the appropriate authorityto undertake remunerative work outside employment in the public sector?	YES / NO
If Yes, did you attach proof of such authority to the Bid document?	
If No, furnish reasons for non-submission of such proof as an attached schedule	
(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Bid.)	
Did you or your spouse or any of the company's directors/ trustees /shareholders /members or their spouses conduct business with the State in the previous twelve months?	YES / NO
If so, furnish particulars as an attached schedule:	
Do you, or any person connected with the Bidder, have any relationship (family, friend, other) with a person employed by the State and who may be involved withthe evaluation and or adjudication of this Bid?	YES / NO
If so, furnish particulars as an attached schedule:	
Do you or any of the directors/ trustees/ shareholders/ members of the companyhave any interest in any other related companies whether or not they are biddingfor this contract?	YES / NO
If so, furnish particulars as an attached schedule:	

PREFERENCE POINTS CLAIMED (SBD 6.1)	
	NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B- BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017
	In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points are awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:
	The following preference point systems are applicable to all bids: 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).

The value of this bid is estimated will not exceed R 50 000 000 (all applicable taxes included) and therefore the preference point system below shall be applicable.

THE MAXIMUM POINTS FOR THIS BID ARE ALLOCATED AS FOLLOWS:	**POINTS**
PRICE	**80**
B-BBEE STATUS LEVEL OF CONTRIBUTION	**20**
Total points for Price and B-BBEE must not exceed	**100**

Preference Points for this bid is awarded in accordance with the table below:

BBEE Status Level of Contributor per B- BBEE Certificate	**Preference Points Claimed**
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant	0

Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

The purchaser reserves the right to require either before adjudicate the bid or at any time subsequently of the bidder to substantiate any claim to preferences in any manner required.

A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a valid BBBEE certificate (South African Companies) if available or a sworn affidavit (SAPS) confirming Annual Total Revenue and Level of Black Ownership or a Companies and Intellectual Property Commission (CIPC) certificate stipulating Annual Total Revenue and Level of Black Ownership. A copy of the template for this affidavit is available on the Department of Trade and Industry website https://www.thedti.gov.za/gazette/Affidavit_EME.pdf

A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA *(Only certificates issued in 2016 will be accepted, as CSD no longer accept certificate issued as from 1st of January 2017)* or a Verification Agency accredited by SANAS.

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, if the entity submits their B-BBEE status level certificate.

A trust, consortium, or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, if the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

BID DECLARATION: B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF THE ABOVE TABLE:	
B-BBEE Status level claimed	
Preference Points claimed	
BID DECLARATION: SUB-CONTRACTING	
Will any portion of the contract be sub-contracted?	YES / NO
If Yes, indicate:	

	What percentage of the contract will be subcontracted?	
	Names of the sub-contractor	
	The B-BBEE status level of the sub-contractor	
	Whether the sub-contractor is an EME?	YES / NO

I/we, the undersigned, who is/are duly authorized to do on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I/we acknowledge that:

- The information furnished is true and correct;
- The preference points claimed are in accordance with the Preferential Procurement Policy Framework Act and its Regulations;
- In the event of a contract being awarded as a result of points claimed as shown above, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- Disqualify the Bidder from the bidding process;
- Recover costs, losses or damages it has incurred or suffered as a result of that Bidder's conduct;
- 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;
- Restrict the Bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding ten (10) years, after the audi alteram partem (hear the other side) rule has been applied; and forward the matter for criminal prosecution; and forward the matter for criminal prosecution.

SPECIAL CONDITIONS FOR MANAGING CONTRACTUAL OBLIGATIONS

1. Contract Management

1.1. The LGSETA manages this contract fairly and objectively in accordance to the terms and conditions set out in this document.

2. Contract Manager

2.1. The LGSETA appoints a contract manager and notifies the other party in writing of thename and contact details of the appointed contract manager.

3. Contract Communication

3.1. The LGSETA communicates all communications in writing as well as through email.

3.2. The LGSETA maintains all contract documentation, correspondence, etc. in a defined contract file open for inspection.

3.3. The LGSETA states the contract number with secondary reference numbers i.e. purchase numbers on all communication, documentation such as purchase orders issued, etc. The LGSETA will consider any communication without the contract numberon as not being legal communication between the parties and not enacted on by eitherparty as a protection against fraud.

4. Communicating "As and When" in terms of the specific contract clauses

4.1. Where prices and/or availability need to be confirmed, a request for an updated detail quotation/information is issued;

4.2. Where specific procurement items as specified in the contract are required, the LGSETAissues a purchase order stating the contract number for the requirement.

4.3. Such purchase order has the following detail (s) (where this is not provided, the purchase order is not a valid communication in terms of this contract):

4.3.1. Purchase Order Number

4.3.2. Contract Number

4.3.3. Quantity

4.3.4. Description of the required procurement. Where detailed, reference mustbe made to the relevant technical document attached;

4.3.5. Catalogue number if applicable;

4.3.6. Unit price per this contract;

4.3.7. Delivery Date;

4.3.8. Business unit code; and

4.3.9. The specific delivery site.

5. Communicating where incidental services are required as listed in this document

5.1. Incidental services are specified in the incidental services clause

5.2. Incidental services are priced in accordance with the incidental clause where suchprices have not been set in the SBD form.

6. Performance Management

6.1. The LGSETA measures performance throughout the contract life.

6.2. The LGSETA has regular performance review with the contractor.

Where severe non-performance occurs will terminate the contract earlier in Consultation with the contractor.

CONTRACTED BIDDER

1. **Managing the Contract**
   1.1. The contracted party manages this contract fairly and objectively in accordance to the terms and conditions set out in this document.
2. **Contract Manager**
   2.1. The contracted party appoints a contract manager and notifies the LGSETA inwriting of the name and contact details of the appointed contract manager.
3. **Communication**
   3.1. The contracted party communicates in writing and through email.
   3.2. The contracted party always state the contract number on communication, documentation such as correspondence, purchase orders issued, etc. and will not act upon any communication without the contract number or must verify suchcommunication with the LGSETA prior to acting upon it.
4. **Managing Stages (if applicable), Delivery Scheduling (if applicable), Milestones(if applicable)**
   4.1. Where different stages apply, the contracted party communicates in writing the commencement of the stage to the LGSETA.
5. **Health and Safety Requirements**
   5.1. In terms of the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations), the contracted supplier is responsible for the health and safety ofits employees and those other people affected by the operations of the supplier.
   5.2. The contracted supplier ensures all work performed and/or equipment used onsite complies with the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations).
   5.3. To this end, the contracted supplier shall make available to LGSETA the valid letter of good conduct and shall ensure that its validity does not expire while executing this bid.
   5.4. **[NOTE TO PREPARERS:]** Additional Health and Safety documentation can be required prior to commencement of the contract but mentioned at the bid stage. These include SHE Plan (Safety, Health and Environment Plan), SHE File whichcontains the names of people assigned for Safety responsibilities and their certificates, this may also include information regarding the organisational safety hierarchy – line of command, and contingency plans.

SERVICE PERFORMANCE LEVELS (MANDATORY)			
Pre-Qualification	**Service being Measured**	**Measurement**	**Maximum level**
Submission of BBBEE level one (1)	Conformance tospecifications	Technical Specification	Minimum conformance to the LGSETA requirements as detailed in Evaluation Criteria

GENERAL CONDITIONS OF CONTRACT	
In this document words in the singular also mean in the plural and vice versa, words in the masculinemean in the feminine and neuter, and words such as “will/should,” mean, “must”. The LGSETA cannot amend the National Treasury’s General Conditions of Contract (GCC). LGSETA appends Special Conditions of Contract (SCC) providing specific information relevant to a GCC clause directlybelow the specific GCC clause and where the LGSETA requires a SCC that is not part of the GCC,the LGSETA appends the SCC clause after all the GCC clauses. No clause in this document shall be in conflict with another clause.	
GCC1	**1. Definitions - The following terms shall be interpreted as indicated:**
	1.1. “Closing time” means the date and hour specified in the bidding documents for thereceipt of bids. 1.2. “Contract” means the written an agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, includingall attachments and appendices thereto and all documents incorporated by reference therein. 1.3. “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations. 1.4. “Corrupt practice,” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally. 1.6. “Country of origin” means the place where the goods were mined, grown, or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components. 1.7. “Day” means calendar day. 1.8. “Delivery” means delivery in compliance of the conditions of the contract or order. 1.9. “Delivery ex stock” means immediate delivery directly from stock actually on hand. 1.10. “Delivery into consignees store or to his site” means delivered and unloaded in thespecified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until thesupplies 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 mayinclude, but is not restricted to, acts of the purchaser in its sovereign capacity, wars, or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. 1.13. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder,and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the bidder of the benefits of free and open competition. 1.14. “GCC” means the General Conditions of Contract.

	1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract. 1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured. 1.17. "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place. 1.18. "Manufacture" means the production of products in a factory using labour, materials, components, and machinery and includes other related value- adding activities. 1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service. 1.20. "Project site," where applicable, means the place indicated in bidding documents. 1.21. "Purchaser" means the organization purchasing the goods. 1.22. "Republic" means the Republic of South Africa. 1.23. "SCC" means the Special Conditions of Contract. 1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract. 1.25. Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
GCC2	**2. Application**
	2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents. 2.2. Where applicable, special conditions of contract are also laid down to, cover specific supplies, services or works. 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
GCC3	**3. General**
	3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged. 3.2. With certain exceptions (National Treasury's eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

GCC4	**4. Standards**
	4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
GCC5	**5. Use of contract documents and information**
	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.
GCC6	**6. Patent rights**
	6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
GCC7	**7. Performance security**
	7.1. Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC. 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract. 7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: 7.3.1. 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 7.3.2. a cashier's or certified cheque 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than 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.

GCC8	8. Inspections, tests and analyses
	8.1. All pre-bidding testing will be for the account of the bidder. 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the LGSETA or an organization acting on behalf of the LGSETA. 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned. 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser. 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests, or analyses shall be defrayed by the supplier. 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
	8.7. Any contract supplies may on or after delivery be inspected, tested or 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. 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.
GCC9	**9. Packing**
	9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

	9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
GCC10	**10. Delivery and Documentation**
	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.
GCC11	**11. Insurance**
	11.1. The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
GCC12	**12. Transportation**
	12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
GCC13	**13. Incidental services**
	13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
	13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods; 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods; 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; 13.1.4. 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 13.1.5. training of the purchaser’s personnel, at the supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
GCC14	**14. Spare parts**
	14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

	14.1.1. 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, 14.1.2. in the event of termination of production of the spare parts: 14.1.2.1. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and 14.1.2.2. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
GCC15	**15. Warranty**
	15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination. 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
	15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty. 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
	15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.
GCC16	**16. Payment**
	16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC. 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract. 16.3. Payments shall be made promptly by the purchaser, but in no case later than 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

GCC17	**17. Prices**
	17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
GCC18	**18. Contract amendment**
	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.
GCC19	**19. Assignment**
	19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
GCC20	**20. Subcontract**
	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
GCC21	**21. Delays in supplier's performance**
	21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract. 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract. 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority. 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available. 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

	21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
GCC22	**22. Penalties**
	22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
GCC23	**23. Termination for default**
	23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part: 23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or 23.1.3 if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated. 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years. 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier. 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned

	person, is or was in the opinion of the Accounting Officer / Authority actively associated.
	23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information: 23.6.1. the name and address of the supplier and / or person restricted by the purchaser; 23.6.2. the date of commencement of the restriction 23.6.3. the period of restriction; and 23.6.4. the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector. 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
GCC24	**24. Anti-dumping and countervailing duties and rights**
	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 the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
GCC25	**25. Force Majeure**
	25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

	25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
GCC26	**26. Termination for insolvency**
	26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
GCC27	**27. Settlement of disputes**
	27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or Difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law. 27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. 27.5. Notwithstanding any reference to mediation and/or court proceedings herein, 27.5.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and 27.5.2. the purchaser shall pay the supplier any monies due the supplier.
GCC28	**28. Limitation of liability**
	28.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; 28.1.1. 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 28.2. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

GCC29	**29. Governing language**
	29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
GCC30	**30. Applicable law**
	30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
GCC31	**31 Notices**
	31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice. 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
GCC32	**32. Taxes and duties**
	32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the LGSETA must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services
GCC33	**33 National Industrial Participation (NIP) Programme**
	33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
GCC34	**34. Prohibition of restrictive practices**
	34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). 34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

	34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.
BID SCC 1	**1. Delivery and Documentation**
	1.1. All deliveries or despatchers must be accompanied by a delivery note stating the official order against which the delivery has been effected. 1.2. Deliveries not complying with the order will be returned to the contractor at the contractor's expense. 1.3. The LGSETA is under no obligation to accept any quantity which is in excess of the ordered quantity. 1.4. The supplier provides the following documentation per delivery: 1.4.1 Manufacturer's Warranty Certificates per machine; these Warranty Certificates must include, but is not limited to, the following information: • Hardware information and serials numbers. • Warranty agreement with warranty numbers. • Warranty period. • Manufacturer's South African support contact details. 1.5. LGSETA representative verifies both delivery and performance prior to signing a certificate of delivery / installation / progress milestone / commissioning evidencing such performance. 10.6. The Contractor must ensure such signed approved verification accompanies the subsequent supplier invoice.
BID SCC 2	**2. Incidental Services**
	Additional incidental services to those listed in clause GCC13.1 above are the following: 2.1. The LGSETA may procure additional license, ad hoc development and consulting services from the successful bidder during the solution implementation period. These ad hoc developments and consulting services include, but are not limited to, additional solution development and technical support and maintenance After the solution implementation period has lapsed, maintenance services will be solicited on an open quotation basis.
BID SCC 3	**Method and conditions of Payment**
	3.1. The LGSETA only accepts invoice supported by signed delivery documents in accordance with this contract as valid payment requests. 3.2. The other party submits the above invoices to the appointed contract manager for submission to the respective finance unit. 3.3. The LGSETA does not settle invoices for outstanding goods or Services. 3.4. Payment is made in the South African Rands.

BID SCC 4	**Prices**
	4.1. All adjustments to unit prices must be specified on the SBD3.2 and apply in accordance with the terms set in the SBD3.2. Applications for price adjustments must have the documentary evidence set for each adjustment in the SBD3.2 to support of any adjustment. Unit price adjustments will only apply once the LGSETA has approved in writing the application. 4.2. Where Cost Price Adjustments (CPA) are applicable and justifiable, the bidder must declare this in the SBD3.2 for these to apply. 4.3. Incidental services that are not specified in the SBD3.2 are adjusted as set out in clause GCC13.2 4.4. Contract management verifies all cost adjustment applications prior to giving approval. 4.5. LGSETA reserves a right to negotiate any price escalation in subsequent years. If the proposed price increment is not in line with the market rate, LGSETA reserves the right to reject the price increments.
BID SCC 5	**Intellectual property provided in the bid invitation**
	5.1. The ownership and intellectual property rights of all designs, specifications, programming code and all other documentation provided by the LGSETA to the Bidder, both successful and unsuccessful, remain the property of the LGSETA.
BID SCC 6	**Intellectual property contained in the deliverables**
	6.1. The ownership and intellectual property rights of all designs, specifications, programming code and all other documentation required as part of the delivery to the LGSETA reside with the LGSETA.
BID SCC 7	**Third Party Warranty**
	7.1. Where the contracted party sources goods or services from a third party, the contracted party warrants that all financial and supply arrangements are agreed between the contracted party and the third party.
BID SCC 8	**Third Party Agreements**
	8.1. No agreement between the contracted party and the third party is binding on the LGSETA.
BIDDERS DETAIL RESPONSE FORMING PART OF CONTRACT	
1	**Proposal to Technical Specification**
BIDDERS DETAIL PRICE SCHEDULES	
2	**SBD 3 as set out in this document**

BID SUBMISSION CERTIFICATE FORM - (SBD 1)	
	I hereby undertake to supply all or any of the goods, works, and services described in this procurement invitation to the LGSETA in accordance with the requirements and specifications stipulated in this Bid Invitation document at the price/s quoted.
	My offer remains binding upon me and open for acceptance by the LGSETA during the validity period indicated and calculated from the closing time of Bid Invitation.
	The following documents are deemed to form and be read and construed as part of this offer / bid even where integrated in this document:

1.	Invitation to Bid (SBD 1)	Specification(s) set out in the Bid Invitation inclusive of any annexures thereto
2.	Bidder's response to specifications, capability requirements and capacity as attached to this document	Pricing Schedule(s) (SBD3) including detailed schedules attached
3.		CSD Compliance status as per CSD report form
4.	Declaration of Interest (SBD4)	Independent Price Determination (SDB9)
5	Declaration of Bidder's past SCM practice (SBD*)	Conditions of contract as set out in this document (GCC)

I confirm that I have satisfied myself as to the correctness and validity of my offer / bid in response to this Bid Invitation; that the price(s) and rate(s) quoted cover all the goods, works and services specified in the Bid Invitation; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this Bid Invitation as the principal liable for the due fulfilment of the subsequent contract if awarded to me.
I declare that I have had no participation in any collusive practices with any Bidder or any other person regarding this or any other Bid.
I certify that the information furnished in these declarations (SBD4, SBD6.1, SBD8, SBD9) is correct and I accept that the LGSETA may reject the Bid or act against me should these declarations prove to be false.
I confirm that I am duly authorised to sign this offer/ bid response.

NAME (PRINT)	
CAPACITY	
SIGNATURE	
Witness 1	
NAME	
SIGNATURE	
Witness 2	
NAME	
SIGNATURE	
DATE	