SOUTH AFRICAN LOCAL GOVERNMENT ASSOCIATION

SALGA

Inspiring service delivery

APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, IMPLEMENT AND SUPPORT A LEARNER MANAGEMENT SYSTEM (LMS) / LEARNER MANAGEMENT PORTAL FOR SALGA FOR A PERIOD OF 36 MONTHS

TENDER NO. SALGA/09/2026

Closing date and time: 27th August 2026

Bid Validity Period: 120 days

TEL: (012) 369 8000

WEBSITE: www.salga.org.za

PLEASE NOTE THAT SALGA LAUNCHED A FULLY AUTOMATED SUPPLY CHAIN MANAGEMENT PLATFORM. TO REGISTER AS A SUPPLIER ON THE PORTAL AND SUBMIT THE RESPONSE TO THIS TENDER, PLEASE CLICK THE LINK BELOW:

https://scmportal.salga.org.za/

TENDER SUBMISSION ADDRESS: SCM Supplyflow Portal
Link here: https://scmportal.salga.org.za/

1. INTRODUCTION

The South African Local Government Association (SALGA) is a public entity established by the Organised Local Government Act (Act 52 of 1997) to assist in the comprehensive transformation of local government in South Africa. SALGA is managed within the framework of the Public Finance Management Act (Act 1 of 1999) and is listed as a Schedule 3A public entity. Its main objectives are to:

- Represent, promote and protect the interests of local government;
- Transform local government to enable it to fulfil its developmental role;
- Enhance the role and status of its members as provincial representatives and consultative bodies of local government;
- Enhance the role and status of municipalities;
- Be recognised by national and provincial governments as the representative and consultative body in respect of all matters concerning local government, and to make representations to both provincial and national governments in respect of any matter concerning local government;
- Ensure the full participation of women in organised local government;
- Be the National Employers' Association representing all municipal members and, by agreement, associate members.

1.1 SALGA Mandate

Developmental Local Government is an essential component of the machinery of government. In accordance with its constitutional mandate, SALGA is obliged to transform the local government sector into one that has the required capacity to make a meaningful contribution to poverty alleviation, economic development and socio-economic opportunities. SALGA also serves as the representative voice of all municipalities in the country. In terms of its amended Constitution, SALGA is a unitary body consisting of a national association and nine provincial offices. Its mandate rests on six primary pillars: Representation, Advocacy and Lobbying; Employer Body; Capacity Building; Support and Advice; Strategic Profiling; and Knowledge and Information Sharing.

This RFP relates directly to the Capacity Building pillar of SALGA's mandate — specifically, the facilitation of coherent, well-coordinated capacity-building programmes for municipal councillors and officials, delivered in partnership with the Local Government Sector Education Authority (LGSETA).

1.2 Purpose of this RFP

This document constitutes a Request for Proposal (RFP) which specifies SALGA's requirements for the acquisition, implementation and support of a Learner Management System (LMS) / Learner Management Portal, for a period of 36 months.

Responses must follow the format of this RFP closely, in the same order as the requirements appear, section by section and numbered accordingly, with acknowledgement of all clauses. All pricing must be fully disclosed with all charges clearly defined. Bidders are welcome to propose additional services not specifically mentioned in this RFP that may be of benefit to SALGA's accounting authority.

2. BACKGROUND

2.1 SALGA Footprint

SALGA currently consists of 9 provincial offices and 1 national office situated in Gauteng, Pretoria, with a combined staff establishment of approximately 480 employees. In addition to permanent staff, SALGA coordinates capacity-building and induction programmes for municipal councillors and officials across all 257 municipalities in South Africa.

2.2 Current Learning & Development Landscape

SALGA currently operates without a single, integrated digital learning and training platform. Training delivery is fragmented across manual processes, standalone tools, and physical facilitation, resulting in the following challenges:

- Limited visibility of learner progress, active participation, and programme completion at national, provincial, and municipal levels in real time.
- Excessive administrative burden on the Performance & Learning team when compiling Workplace Skills Plans (WSPs) and Annual Training Reports (ATRs) for submission to LGSETA.
- No digital infrastructure to support the large-scale rollout of the Integrated Councillor Induction Programme (ICIP) to incoming councillors following local government elections.
- Fragmented reporting that limits evidence-based decision-making by senior leadership.
- Constrained ability to support hybrid and remote delivery models in a multi-provincial, post-pandemic operating environment.

2.3 Strategic Alignment

The procurement of an LMS directly supports the SALGA Digital Strategic Framework and the SALGA Blended Learning Strategy, and aligns with the following strategic priorities:

- Strengthening institutional capacity and good governance within municipalities.
- Delivering on Skills Development Act obligations, both as an employer and as the sector representative body.
- Driving digital transformation in the performance and learning function.
- Ensuring POPIA-compliant, data-driven management of learner information.

2.4 Future State (To-Be)

The LMS is intended to operate as an enterprise-wide digital learning platform that:

- Hosts multiple concurrent learning programmes across the full SALGA training portfolio.
- Supports adaptive, blended, self-paced, and facilitator-led learning.
- Enables real-time reporting and compliance evidence for LGSETA and internal governance purposes.
- Integrates with SALGA's HRIS and performance management systems.
- Supports national, provincial, and external (e.g. councillor) cohort management.
- Support(s) for any other training initiatives that requires digitisation.

3. INSTRUCTION TO BIDDERS

3.1 General Instructions

This RFP specifies SALGA's requirements for a service provider to supply, implement and support a Learner Management System for a period of 36 months. It is important that bidders follow the response format closely to maintain the evaluation timetable. All pricing information must be fully disclosed, with all charges clearly defined (e.g. per-user, per-tier, or per-module fees).

3.2 Objectives

SALGA's objective in this RFP is to appoint a suitably qualified and experienced service provider to supply, configure, implement, host (or arrange hosting of), and support an enterprise Learner Management System. Upon successful completion of the implementation, the appointed service provider will enter into a 36-month Service Level Agreement (SLA) with SALGA.

3.3 Terms of Contract

The term of the contract shall be 36 months, regulated by the SLA to be concluded with the successful bidder, and subject to SALGA's standard contract terms and applicable National Treasury SCM regulations.

3.4 Questions during the Proposal Process

Enquiries regarding this RFP should be directed to Supply Chain Management (scm@salga.org.za), SALGA National Office — 012 369 8000. Questions will only be taken up to a date to be confirmed in the bid advertisement.

Bidders who identify apparent discrepancies or omissions in the RFP should notify SCM immediately. Bidders may, during the bidding period, be advised by addenda of any additions, clarifications, deletions, or alterations to these specifications. All such changes must be addressed in the bidder's proposal. No further addenda will be issued after 12:00 noon, four business days prior to the RFP closing date, without an extension of time being granted.

3.5 Submission of Proposals

PLEASE USE THE BELOW LINK TO SUBMIT YOUR PROPORSAL.

https://scmportal.salga.org.za/

ANY OTHER FORM OF SUBMISSION WILL BE NOT CONSIDERED.

3.5.1 Bid documents must submitted on the SALGA SCM Supply flow Portal

3.5.2 Bid documents will only be considered if received by SALGA before the closing date and time

3.5.3 Bidders are requested to initial each page of the tender document on the top right-hand corner.

Late submissions will not be accepted. SALGA will not be responsible for any costs incurred by bidders in preparing their responses. Proposals will not be opened in public and will remain valid and irrevocable for ninety (90) days after the closing date. Proposals must be stipulated sums, without escalation clauses or other qualifications, unless expressly permitted by this RFP.

3.6 Contract Award

SALGA reserves the right to accept any proposal submitted, negotiate with any bidder, or reject all proposals. Any proposal not in complete compliance with the requirements of the proposal documents may be accepted or disqualified at SALGA's discretion. The successful bidder will be notified in writing following approval by the Bid Adjudication Committee (BAC).

3.7 Termination of Contract

SALGA reserves the right to terminate the agreement on 30 days' written notice to the successful bidder should:

- the successful bidder fail to perform in accordance with the specified service requirements set out in this RFP;
- the successful bidder fail to provide project deliverables as defined in Section 4 without written explanation;
- the successful bidder otherwise violate the provisions of the RFP or SLA to a substantial degree.

3.8 Liability

SALGA will not be held liable for any actions of the successful bidder and/or its employees, sub-contractors, or agents.

4. SERVICE REQUIREMENTS

4.1 Project Scope

The LMS must be a single, centralised platform serving the National Office and all nine provincial offices. The solution need not be built on the Moodle platform itself, but must offer functionality equivalent to Moodle's core feature set, and must be fully compatible with content and courses originally developed on Moodle (including support for standard interoperability formats such as SCORM, xAPI/Tin Can, and/or LTI, to ensure seamless import and delivery of existing learning materials).

4.2 Key Deliverables Summary

The appointed service provider must, at a minimum, deliver:

- A cloud-hosted (SaaS), POPIA-compliant Learner Management System configured for SALGA's organisational structure (national, provincial, and external cohorts) with interactive learning options.
- Drop-down menus to navigate learners through learning pathways.
- Content authoring and delivery capability supporting self-paced, facilitator-led, and hybrid/blended learning, including SCORM / xAPI / AICC-compliant content portability.
- Customised programming report generating on verifiable learning.
- Online Assessment, moderation, and automated certification functionality aligned to SETA/LGSETA requirements, including WSP/ATR data export.
- Integration capabilities with other ERP System if possible.
- Role-based user management (learner, facilitator, content admin, HR admin, system admin) and cohort management across national, provincial, and external (e.g. councillor) groups.
- Integration with, or structured data export to, SALGA's HR systems and Microsoft 365 environment (SSO).
- Real-time reporting and analytics dashboards by programme, cohort, department, and province. Ability to create own reports/ dashboards or customise the system reports
- Data migration, system configuration, end-user and administrator training, and post-implementation support for the full 36-month term.
- Online booking capability and calendar scheduling
- Progress tracking capability, if training is online and to send reminder notices for incomplete training
- Microsoft single sign-on capability
- cost of the learning programmes. Integration to finance/ SCM systems, BBBEE reporting- BEE system. (When required)
- Accessible on mobile (Cross-Device Compatibility)
- Post training evaluation (Assessment of training program(s) effectiveness after it concludes)
- Line manager review post training- could be 6 months or 1 year later- this could assist in evaluating learning ROI
- Development of a portal guide and portal orientation for end-users to embrace the new approach to learning and to enable users to navigate their way on the portal with ease and confidence.
- Learners to be able to download and complete activities off-line.
- Portal support to be provided during SALGA office hours (Monday – Friday from 08:00 to 17:00). Any system enhancements or portal updates to be performed after hours to avoid any disruptions to learners.

4.3 Functional Requirements

Bidders must respond to each requirement and submit a complete Functional Requirements Compliance Matrix, indicating Y (Yes – fully met), P (Partial), N (No), or NS (Not Sure – requires vendor confirmation) for each item, together with supporting evidence or explanatory notes. Requirements are prioritised as Must Have (mandatory; material to the technical evaluation and, in the case of the gating requirements at 4.4, disqualifying if not met) or Should Have (advantageous; contributes to the technical/functionality score).

4.3.1 Learning Content & Delivery

Requirement	Priority
Host structured, multi-module programmes across the full training portfolio	**Must Have**
Support self-paced, facilitator-led, and hybrid/blended delivery	**Must Have**
Multimedia content support: video, audio, PDFs, interactive content	**Must Have**
Scenario-based and simulation learning (may require integration with a content-authoring tool such as Articulate Storyline or iSpring, exported as SCORM)	**Must Have**
Support multiple concurrent programmes across the organisation	**Must Have**
Learning pathways — sequential or role-based content progression	Should Have
SCORM / xAPI / AICC compliance for content portability and migration of existing content	**Must Have**
Virtual classroom / live session integration (MS Teams / Zoom)	Should Have
Built-in content authoring tools for in-house content development	**Must Have**
AI-assisted content development	Should Have
Ability to customise fields/terminology to align with LGSETA and local government training terminology	**Must Have**

4.3.2 Assessment & Certification

Requirement	Priority
End-of-module quizzes and knowledge checks	**Must Have**
Self-assessment and reflection activities	**Must Have**
Final / integrated programme assessments	**Must Have**
Automated certificate of completion generation	**Must Have**
SETA-aligned reporting and accredited programme tracking (LGSETA)	**Must Have**
Marking portal for accredited/moderated programmes	**Must Have**
Plagiarism detection for accredited marking (native or via integration, e.g. Turnitin)	**Must Have**
WSP / ATR data export for LGSETA submission	**Must Have**

4.3.3 User Management & Roles

Requirement	Priority
Multiple user roles: learner, facilitator, content admin, HR admin, system admin	**Must Have**
Cohort / group management across national office, 9 provincial offices, and external cohorts (e.g. councillors, municipal officials)	**Must Have**
HR Business Partner access to provincial learner data and reports	Should Have
Manager / supervisor visibility of team learning progress	Should Have
Self-enrolment with optional manager approval workflow	**Must Have**

4.3.4 HR & Performance Integration

Requirement	Priority
Integration with, or structured data export to, SALGA's HRIS / HR analytics systems	**Must Have**
Individual learning history / transcript per employee	**Must Have**
Linkage between training completion data and performance management records (subject to scoping of SALGA's performance system integration capability)	Should Have
Tracking of training progress	**Must Have**
Onboarding / induction pathway management for new employees and councillors	**Must Have**

4.3.5 Reporting & Analytics

Requirement	Priority
Dashboards: programme completion rates by cohort, department, and province Ability/ flexibility to create own reports/ dashboards or customise standard system reports/ dashboards	**Must Have**
Individual learner progress tracking in real time	**Must Have**
Exportable training data (CSV / Excel) for WSP/ATR and internal reporting Ability/ flexibility to create own reports/ dashboards or customise standard system reports/ dashboards	**Must Have**
Attendance and participation logging	**Must Have**
Analytics on assessment performance and learning outcomes	Should Have

4.3.6 Technical & Infrastructure

Requirement	Priority
Cloud-hosted SaaS solution with minimal internal IT overhead	**Must Have**

Requirement	Priority
Mobile-responsive and accessible across devices and browsers	**Must Have**
Performant on low-bandwidth / variable connectivity environments	**Must Have**
Data hosted in South Africa, or demonstrably POPIA-compliant where hosted elsewhere	**Must Have**
Single Sign-On (SSO) / integration with Microsoft 365 or Active Directory	**Must Have**
Communication (Notification(s) – Email and SMS notifications to learners	**Must Have**
Open API for integration with HRIS and other organisational systems	Should Have

4.3.7 Vendor & Commercial Requirements

Requirement	Priority
SCM-compliant pricing model suitable for public sector procurement	**Must Have**
Flexible licensing model — per-user or tier-based, able to scale up/down (including ring-fenced licensing for specific programmes such as councillor induction)	**Must Have**
South African-based vendor, or an established local implementation partner with local government sector experience. (For the duration of the contract)	**Must Have**
Custom branding capability (SALGA corporate identity, logo, colours, domain)	**Must Have**
Implementation and data migration support included or available	Should Have
Administrator and facilitator training included in the contract	Should Have
Appropriate B-BBEE status level in line with public sector procurement requirements	Should Have

4.4 Mandatory (Gating) Requirements

The following requirements are considered non-negotiable given SALGA's regulatory and operating environment. A bid that fails to demonstrate compliance with any of the requirements below — or that scores 'No' against them in the Functional Requirements Compliance Matrix without an acceptable remediation plan — is liable to disqualification, irrespective of its score on other functionality criteria:

- Data hosted in South Africa, or a documented, contractually-binding POPIA-compliance position for any offshore hosting.
- Cloud-hosted (SaaS) delivery model.
- SCORM and/or xAPI content compliance for portability and migration.
- Capability to produce WSP/ATR-aligned exports for LGSETA submission (native, configurable, or via a costed custom-development path confirmed in the proposal) BBBEE reporting?.
- SCM-compliant, transparent pricing model.

4.5 Bill of Quantities and Pricing

Bidders must provide fully itemised pricing per the schedule at Annexure A, distinguishing once-off implementation/configuration costs from annual recurring licensing, hosting, and support costs. All pricing must be inclusive of VAT and fixed for the duration of the contract, save for adjustments arising from a change in scope or an agreed licence-tier change. SALGA reserves the right to increase or decrease the number of licensed users within the contract period.

For reference, SALGA's preliminary internal estimate (based on early market engagement, subject to confirmation through this competitive process) is:

- Once-off implementation, configuration, and training costs
- Annual recurring costs (licensing, hosting, support): 550 licenses required
- Councillor induction program - 10 000 seats for 3 months.
- Monthly Seat based license Tiers to accommodate special projects that will only run for a specific period of time. (Cost breakdown to be broken down into 100 seats, 250 seats, 500 sears, 750 seats, 1000 seats, 2500 seats, 5000 seats, 10 000 seats, 25 000 seats, and 50 000 seats.) This will be over and above the normal license requirement.
- Estimated total 36-month contract value: subject to the outcome of this RFP.

4.6 Project Timeframe

The project must commence immediately following appointment. Implementation, configuration, content/data migration (where applicable), and go-live must be completed within a period to be proposed by the bidder, not exceeding 3 months from contract signature, to avoid duplication of services and costs and to align with SALGA's capacity-building programme calendar.

5. EVALUATION CRITERIA

The evaluation criteria below have been adapted from SALGA's standard RFP evaluation approach to reflect the specific nature of this procurement — namely, that functional/technical fit against a detailed requirements set (rather than infrastructure specification alone) is the primary differentiator between LMS vendors. The BSC should confirm the final weightings and threshold before release.

5.1 Evaluation Method

After the closing date, an appointed Bid Evaluation Committee (BEC) comprising SALGA officials (and, where required, external specialists) will evaluate proposals against the criteria below, in accordance with the Preferential Procurement Policy Framework Act, 2000 (PPPFA) and its Regulations.

All proposals will be evaluated in three stages:

- Stage 1 — Mandatory / Gating Compliance: pass/fail screening against the mandatory requirements in Section 4.4. Bids failing this stage are disqualified and not evaluated further.
- Stage 2 — Functionality (technical evaluation): scored out of 100, against a minimum threshold of 75 points.
- Stage 3 — Price and B-BBEE status level of contribution: the 90/10 preference points system applies to bids that pass Stage 1.

5.2 Stage 2 — Functionality Criteria (Recommended)

Bidders scoring below the 75-point threshold will not proceed to Stage 2.

Criterion	Description / Scoring Basis	Weight
Company Experience The bidder must submit reference letters demonstrating successful delivery of projects of a similar nature, size, and complexity. The reference letters should clearly demonstrate the bidder's technical capability and experience in the following areas The bidder must demonstrate proven experience in the successful implementation, configuration, integration, support, and maintenance of enterprise Learning Management Systems (LMS) or equivalent cloud-based digital learning solutions. Experience should include Moodle or Moodle-compatible platforms, SETA-compliant learning environments, systems integration (e.g. HRIS, Microsoft 365, ERP), content migration, reporting and analytics, user training, and change	**0** = No reference letter 2 points = 1 relevant reference letter 4 points = 2-3 relevant reference letters **6** points = 4-5 relevant reference letters **8** points = 6-8 relevant reference letters **10** points = 9 or more relevant reference letters	10

Criterion	Description / Scoring Basis	Weight
management. The bidder must also demonstrate successful delivery of similar projects within South Africa, preferably for the public sector, local government, SETAs, state-owned entities, or higher education institutions. Experience should include compliance with South African legislative requirements (including POPIA), implementation across geographically dispersed sites, and the availability of a South African-based implementation and support team. All letters MUST: • Must be on an approved customer letterhead. • Must be signed. • Must have contact details (Telephone number and/or emails address) • Indicate the related project. (Must be relevant to this project) • Indicate the period in which the services were provided. • Indicate value of the project Letters must not be older than ten years. ***<u>NB: Purchase order, Appointment letters will not be considered.</u>*** SALGA reserves the right to contact the references supplied by the bidder.		
Qualifications of Team Curriculum vitae of the team responsible for the project including copies of qualifications must be submitted. The proposed team must collectively demonstrate: • Relevant qualifications in Information Technology, Computer Science, Learning	Team members score will be allocated as follows: **0** = No team submitted. **2** = 0-2 members, no relevant experience **4** = 2 members with relevant experience **6** = 3 members with relevant experience **8** = 4 members with relevant experience 10 = 5+ members with relevant, diverse, and local government experience	10

Criterion	Description / Scoring Basis	Weight
Technologies, Project Management, Education, or related disciplines. • Technical experience in the implementation, configuration, integration, migration, support, and maintenance of enterprise Learning Management Systems (LMS) or equivalent digital learning platforms. • Experience with Moodle or Moodle-compatible learning platforms, cloud-based (SaaS) solutions, systems integration, and user training. • Experience delivering similar LMS implementations within South Africa, preferably in the public sector, local government, SETAs, higher education institutions, or other large organisations. • Availability of a South African-based implementation and support team for the duration of the contract.		
Functional / Technical Compliance Assessed against the Functional Requirements Compliance Matrix (Based on Functional Requirements). Scored on the proportion and materiality of Must Have and Should Have requirements met, with greater weight given to Must Have items. Compliance must be supported by appropriate evidence (e.g., product documentation, screenshots, technical specifications, certifications, or other supporting material). Responses marked as Partial (P) must include a credible configuration, customisation, or implementation plan to achieve full compliance.	**0** = No Functional Requirements Compliance Matrix submitted. 10 = Demonstrates compliance with less than **50%** of the functional requirements and fails several key **Must Have** requirements. Limited or no supporting evidence provided. 15 = Demonstrates compliance with **50%–69%** of the functional requirements. Several **Must Have** requirements are only partially met or unsupported, with remediation plans lacking sufficient detail or credibility. 20= Demonstrates compliance with **70%–84%** of the functional requirements. Meets most **Must Have** requirements, with only a limited number of **Partial** responses supported by credible implementation or configuration plans.	30

Criterion	Description / Scoring Basis	Weight
	25 = Demonstrates compliance with **85%–94%** of the functional requirements. Meets virtually all **Must Have** requirements and most **Should Have** requirements. Any remaining gaps are minor, well explained, and supported by realistic implementation or configuration plans. 30 = Demonstrates compliance with **95% or more** of the functional requirements. Fully meets or exceeds almost all **Must Have** and **Should Have** requirements, with comprehensive supporting evidence and no significant functional gaps.	
Solution Demonstration / Proof of Concept Shortlisted bidders will be required to conduct a live demonstration of the proposed Learning Management System (LMS) using a standard SALGA use case. The demonstration must showcase the end-to-end functionality of the proposed solution and demonstrate how it meets SALGA's functional, technical, reporting, and implementation requirements. The demonstration should include, as a minimum: • Creation and navigation of a sample learning programme (e.g. Integrated Councillor Induction Programme). • Learner enrolment, learning pathways, assessments, moderation, and automated certification. • Generation of management reports and LGSETA-compliant reporting (including WSP/ATR export or equivalent). • User management and role-based access (Learner, Facilitator, HR Administrator and System Administrator). • Integration capabilities (e.g. Microsoft 365 Single Sign-On, HRIS/API integration, where applicable). • Mobile and low-bandwidth functionality.	Live demo and implementation plan to be evaluated based on the following for Sub-Components: A. Functionality Shown (40%) B. Ease of Use (20%) C. Administrator / learner experience (20%) D. Implementation Plan (20%) **A. Functionality Shown:** (Sample induction module, WSP/ATR export, low-bandwidth access test — did it actually work, live, as specified) **2** = Demonstration was largely unsuccessful. Most required functionality was not demonstrated or did not function correctly. **4** = Demonstrated limited functionality. Several critical business processes were omitted, simulated only, or failed during the demonstration. **6** = Demonstrated most of the required functionality with minor omissions or workarounds. Core LMS functionality operated satisfactorily. **8** = Demonstrated all major functional requirements with only minor limitations. The solution closely aligns with SALGA's operational requirements. **10** = Demonstrated all required functionality successfully in a live environment, including end-to-end business processes, reporting, integrations, mobile capability and low-	10

Criterion	Description / Scoring Basis	Weight
• Reporting dashboards and analytics. • Administrative functions, including course creation, user management and monitoring learner progress. The bidder must also present a detailed implementation plan covering system configuration, data and content migration, systems integration, user training, change management, support arrangements, project governance, timelines, resources, and risk management.	bandwidth operation without material limitations.	
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Criterion	Description / Scoring Basis	Weight
• Reporting dashboards and analytics. • Administrative functions, including course creation, user management and monitoring learner progress. The bidder must also present a detailed implementation plan covering system configuration, data and content migration, systems integration, user training, change management, support arrangements, project governance, timelines, resources, and risk management.		
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Criterion	Description / Scoring Basis	Weight
• Reporting dashboards and analytics. • Administrative functions, including course creation, user management and monitoring learner progress. The bidder must also present a detailed implementation plan covering system configuration, data and content migration, systems integration, user training, change management, support arrangements, project governance, timelines, resources, and risk management.		
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Criterion	Description / Scoring Basis	Weight
• Reporting dashboards and analytics. • Administrative functions, including course creation, user management and monitoring learner progress. The bidder must also present a detailed implementation plan covering system configuration, data and content migration, systems integration, user training, change management, support arrangements, project governance, timelines, resources, and risk management.		
Innovation & Value-Add	Additional value demonstrated beyond the minimum specification — e.g. AI-assisted content development, low-bandwidth optimisation for provincial connectivity, POPIA/data-residency assurance, or accessibility features. 0 = No value add submitted 2 = No meaningful value-add beyond minimum specifications, or claims made with not substantiation at all. 4 = Value-add claimed but weakly substantiated. Limited relevance to SALGA's specific context 6 = One to two value add(s) demonstrated with adequate substantiation. Relevant but fairly standard value-add rather than distinctive. 8 = Two to three value-adds with good substantiation. Relevant to SALGAs context. 10 = Multiple value-add categories addressed (3+), each substantiated with evidence (demo, documentation, certification, case study). Clearly tailored to SALGA's context.	10
Total for Functionality		**100**
Minimum Threshold	Bids scoring below this threshold are disqualified and not evaluated further.	**75**

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5.3 Stage 3 — PRICE AND BBBEE STATUS LEVEL CONTRIBUTION

The 80/20 points system will be used when evaluating this Request for Proposal.

The remaining 20 points will be allocated 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:

The maximum points for this tender are allocated as follows:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	10
2	9
3	7
4	6
5	4
6	3
7	2
8	1
Specific Goals	
SMME's	4
100% Black Women owned	3
100 % Youth	3
Total Points	20

6. GENERAL CONDITIONS

- Intellectual property and ownership of all materials and learner content developed in the execution of the contract will vest in SALGA.
- Materials and products may not be made available to any unauthorised person or institution, or sold for profit, without SALGA's prior written consent.
- On completion or termination of the agreement, all materials, products, and learner data must be handed over to SALGA in a usable, exportable format.
- No information concerning the tender or award of the tender may be disclosed by the bidder to other parties without prior consultation and written approval from SALGA.
- The successful bidder must comply with POPIA in respect of any personal information (including learner and councillor data) processed on SALGA's behalf and must conclude an Operator Agreement with SALGA to this effect.

ANNEXURE A: PRICING SCHEDULE (GUIDE)

Bidders must complete the schedule below in full. Additional rows may be added where a proposed solution includes components not listed. If certain line items are already included, or form part of other line items, kindly indicate.

Service / Cost Item	Qty	Year 1 (incl. VAT)	Total 3-Year Cost (incl. VAT)
1.1 Once-off Implementation & Configuration			
Platform configuration & setup	1		
Data / content migration	1		
Integration (HRIS / M365 SSO)	1		
Administrator & facilitator training	As required		
Project management	1		
Other (provide details)			
1.2 Annual Recurring Costs (per annum)			
Platform / user licensing (per licensed user or tier)	600		
ICIP License Requirements for a duration of X Months (Councillor Induction Programme)			
Hosting (cloud/SaaS)	1		
Support & maintenance (incl. SLA-defined response times)	1		
Content authoring tool licences (if separate)	TBC by bidder		
Storage (content / recordings, if tiered)	TBC by bidder		
Other (provide details)			
1.3 Variable / Optional Costs (only when required)			
Additional user licences (per user, per month.)			
Additional storage increment			
Plagiarism-detection integration (e.g. Turnitin), if not included			
Custom development (e.g. bespoke WSP/ATR export, if required)			

Service / Cost Item	Qty	Year 1 (incl. VAT)	Total 3-Year Cost (incl. VAT)
Other (provide details)			

All costs must be inclusive of VAT and fixed for the duration of the contract, save for agreed scope or licence-tier changes.

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	SALGA/09/2026	CLOSING DATE:	27th August 2026	CLOSING TIME:	11:00
DESCRIPTION	**Tender for Learner Management System for a period for 36 months.**				

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON		CONTACT PERSON	
TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS		E-MAIL ADDRESS	

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	

[AN UPDATED CSD REPORT MUST BE SUBMITTED IN ORDER TO QUALIFY FOR SPECIFIC GOALS AT PPPFA EVALUATION

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

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

PART B
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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2.	TAX COMPLIANCE REQUIREMENTS
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……………………………………………

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

DATE: …………………………………………...

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: ……………………………………………………………………………………QUOTATION NO.: SALGA/09/2026

CLOSING TIME 11:00 ON 27th August 2026

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF VALUE ADDED TAX

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of VAT for the project. R………..………………………………………………………...

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

4. PERSON AND POSITION

PERSON AND POSITION	HOURLY RATE	DAILY RATE
--	R-----------------------------	---------------------------------
--	R-----------------------------	---------------------------------
--	R-----------------------------	---------------------------------
--	R-----------------------------	---------------------------------
--	R-----------------------------	---------------------------------

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

--	R-----------------------------	-------------------------- days
--	R-----------------------------	-------------------------- days
--	R-----------------------------	-------------------------- days
--	R-----------------------------	-------------------------- days

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

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

TOTAL: R…………………………………………………

Quotatio No.: ……………………………………

Name of Bidder: ………

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

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

TOTAL: R…………………………………………………

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

7. Estimated man-days for completion of project ……………………………………………………………………

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

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

……………………………………………………………………
……………………………………………………………………
……………………………………………………………………

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

John Kola

Tel: (012) 369-8000

scm@salga.org.za

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel: (012) 369-8000

Mr. Pieter Van Der Berg

scm@salga.org.za

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

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

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 consortium2 will not be construed as collusive bidding.
3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
3.4 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.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 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

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(*delete whichever is not applicable for this tender*).

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

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

c) Either the 90/10 or 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.

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	10
2	9
3	7

4	6
5	4
6	3
7	2
8	1
Specific Goals	
SMME's	4
100% Black Women owned	3
100 % Youth	3
Total Points	20

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmin	=	Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \quad \text{or} \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
SMME's	4	
100% Black Women owned	3	
100 % Youth	3	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: …………………………………………………………...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any 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: ………………………………………………………

………………………………………………………

………………………………………………………

………………………………………………………

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means 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.

2. Application

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

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

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

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

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

11. Insurance

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.

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual

for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or 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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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.