BID NO: LGSETA/BID 21 - 2025/2026

BID DESCRIPTION: REQUEST FOR PROPOSAL TO APPOINT A SUITABLY QUALIFIED BIDDER WITH A MULTIDISCIPLINARY TEAM FOR OPERATIONAL SUPPORT AND SYSTEM MAINTENANCE FOR THE LGSETA STIPEND DISBURSEMENT MANAGEMENT SOLUTION FOR A PERIOD OF 3 YEARS

Bidder's name	
Bidder's address	
Bidder's contact person/representative	
Bidder's contact no & email address	
Category bidding for	
Bidder's total price (Vat Inclusive)	
SCM enquiries SCM 011-456-8579 Email: procurement@lgseta.org.za No later than 22 August 2025 @17:00 (Enquiries received after this date and time will not be attended)	**Project Technical enquiries** Avela Stofile 011-456-8579 Email: procurement@lgseta.org.za No later than 29 September 2025 @17:00 (Enquiries received after this date and time will not be attended)
Compulsory briefing session	22 September 2025
Briefing Session Link	CLICK TO REGISTER
Bid closing date and time	06 October 2025 @ 12h00 pm
Preferential Procurement System Applicable	80/20
Validity period from date of closure:	120 working days
Bid documents delivery address	LGSETA Head Office 1 Osborne Lane Gillooly's View Office Park Bedfordview Tender Box A & B

NB: NO LGSETA OFFICIAL OR ANY INDIVIDUAL WILL SOLICIT ANY FORM OF MONEY FROM BIDDERS FOR ANY ADVERTISED BIDS

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PART 1

INSTRUCTION TO THE BIDDER

1. **Submission of completed and signed SBD documents (SBD 1, 4 and 6.1)**

2. **Bid documents to be submitted at the LGSETA head office provided address on or before the closing date**

3. **Bidders must ensure that bids are delivered timeously to the correct address. Late bids/bid document submitted after closing date will not be accepted**

4. **No telegraphic, telefax and emailed tender documents will be accepted.**

5. **Bid rigging/ collusive behaviour by the bidder will result in disqualification. A bidder is not permitted to submit proposal for more than one registered company with a common director/shareholder. In addition, bidders may not respond to the bid with more than one entity, if they do both companies will be disqualified**

6. **Bidder will only be allowed to submit one (01) bid document per bid/project, either as an individual company or Joint Venture but not both**

7. **Bidders will be required to comply with the all the set minimum requirements as contained in the bid document**, 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.**

8. **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.**

9. **LGSETA will only do business with companies registered on CSD. Bidders must be registered on National Treasury Central Supplier Database (CSD) in order to do business with an organ of state or for the LGSETA to award a bid or contract. Bidders are therefore encouraged to register on the CSD (www.csd.gov.za) which 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**

10. **This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations - 2022.**

11. **Bid validity period in the bid document shall be 120 working days from the closing date of the bid.**

12. **Bid validity period may be further extended subject to mutual consent in writing between LGSETA represented by the Manager: SCM and the bidder(s). All bidders shall have an opportunity to extend such period.**

13. **In an event that bidders do not extend validity, LGSETA will deem that offers submitted have lapsed and will not evaluate further**

14. **Bids will not be awarded to a persons in the service of the state.**

15. **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.**

16. **The successful bidder/s agrees to sign a general confidentiality agreement with the LGSETA.**

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

18. **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.**

19. **The LGSETA reserves the right to withdraw and cancel the Bid Invitation at any time prior to the delegated official making an award.**

20. **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.**

21. **The bidder who scores the highest procurement points in terms of the preferential point system will be awarded the bid and the LGSETA reserves the right to accept where applicable a part or portion of any bid or where possible accepts bids or proposals from multiple bidders**

22. **LGSETA will only communicate the outcome of the bid with the successful bidder.**

23. **LGSETA reserves the right to negotiate market related prices with the preferred / successful bidder(s), and the lowest offer doesn't necessary mean that the bidder will be awarded the contract.**

24. **This bid is subject to the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC).**

PART 2

PROJECT SCOPE AND EVALUATION CRITERIA

1. 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. The Local Government Sector Education and Training Authority (LGSETA) is a statutory body established in terms of the Skills Development Act (No. 97 of 1998) as amended, to advance skills levels in accordance with the National Skills Development Strategy III.

2. BACKGROUND/INTRODUCTION TO THE PROJECT

The Local Government Sector Education and Training Authority (LGSETA) is a public entity established under the Skills Development Act of 1997. LGSETA's mission is to support skills development and workforce enhancement within the local government sector in South Africa, contributing to efficient service delivery and the socio-economic growth of communities. Through training programs, partnerships, and capacity-building initiatives, LGSETA addresses skills gaps and strengthens local government capabilities. Various Legislations are also applicable in the business operations of the SETA, such as the following:

- Higher Education Act, 1997 (Act No. 101 of 1997) (HE Act)
- National Student Financial Aid Scheme Act, 1999 (Act No. 56 of 1999) (NSFAS Act)
- National Qualifications Framework Act, 2008 (Act No. 67 of 2008) (NQF Act)
- Skills Development Levies Act, 1999 (Act No.9 of 1999) (SDL Act)
- Public Finance Management Act
- All related Regulations of this Acts
- National Treasury Regulations
- National Treasury Frameworks for Strategic Plans (SP) and Annual Performance Plans (APP)

The LGSETA appointed a service provider in 2022 to create a stipend disbursement system designed to facilitate stipend payments for specific projects that focus on training unemployed beneficiaries (learners). This initiative aims to support learners with travel logistics and meal expenses during their training sessions. Stipends are provided for days attending training, and the LGSETA requires proof of attendance, which is documented and verified through the Stipend Disbursement Management System (SDMS). As the contract is nearing its expiration, LGSETA lacks the internal capacity to assume these responsibilities and will need a competent service provider to take over this function.

The Stipend Disbursement System is in the process of being migrated to the LGSETA's Cloud Service Provider.

LGSETA seeks to appoint a competent service provider with a Multidisciplinary Team for Operational Support, System Development and Maintenance of the LGSETA Stipend Disbursement Management Solution for a period of 3 years to:

- Provide operational support to the Finance Unit.
- Maintain and enhance the SDMS.
- Ensure compliance, accuracy, and audit readiness of stipend payments.
- Collaborate with ICT for system development and cloud-based management.

3. SCOPE OF WORK

The appointed service provider will be expected to:

1. System Operations and Maintenance

- Provide continuous operational support for the SDMS.

- Maintain system uptime, performance, and security.
- Ensure zero-rated access and availability on major app stores (Google Play, Apple App Store).
- Ensure changes are deployed to the SDMS app on the App store platform to update the SDMS running on handheld devices.
- Manage source code and implement enhancements as required to the SDMS
- Ensure accurate capturing and secure management of learner information.
- Maintain and enhance of the system's ability to generate customizable reports.

2. Finance Unit Support

- Ensure accurate and complete verification of banking details against learner information provided by stipend recipients.
- Ensure accurate and complete deduction and compliance of UIF.
- Ensure continued availability and reliability of the manual attendance registers override functionality for hosts.
- Ensure adequate controls are in place for payment of valid and complete projects.
- Ensure accurate and complete loading of stipends onto the banking module on a monthly basis.
- Manage bounce-back payments and ensure accurate reloading on a regular basis.
- Provide audit-ready documentation and reports within specified timeframes.

3. ICT Collaboration

- Work with LGSETA ICT to manage cloud infrastructure.
- Ensure system scalability, data encryption, and secure access controls.
- Support integration with other LGSETA systems and platforms.

4. Stakeholder Engagement

- Engage with trainers, Provincial Office staff, and the Project Management Unit (PMU).
- Provide training and support to LGSETA personnel.
- Maintain updated user manuals and training materials.
- Request and confirm host details and training confirmations:
  - Address payment-related questions and escalate unresolved issues.
  - Start WhatsApp campaigns to onboard and help new beneficiaries use the SDMS app.
  - Keep beneficiaries and stakeholders informed about the status of their payments.
  - Maintain records of all communication queries and follow up until issues are resolved.
  - Review system usage and payment reports for errors, and escalate discrepancies for further action.

The multidisciplinary team should include the following resources:

a) Project Manager with:
- Proven ability to coordinate cross-functional teams and deliver on time and within scope.
- Strong understanding of public sector compliance and reporting requirements.
- Lead and coordinate project meeting and lead the project successfully.

b) Financial Expert
- A qualified finance professional (with relevant degree or equivalent) with experience in third party payment systems.
- Familiarity with processing of disbursements and PFMA compliance.
- Ability to validate attendance data and ensure accurate stipend calculations and disbursements.
- Knowledge of UIF deduction and banking verification processes.

c) ICT Resources
- Experience in managing cloud-based systems and infrastructure.
- Responsible for system uptime, data security, and user access management.

- Must be able to work closely with LGSETA's ICT unit to ensure seamless integration and support.
- Must be able to work with existing source code and implement enhancements as required.
- Experience in maintaining zero-rated applications and publishing updates to major app stores.
- Capture project data, maintain the integrity of data, assign hosts, and maintain system updates.
- Manage beneficiary imports and fix any technical issues in the system.
- Ensure that system storage and training materials are properly organized
- Keep clear records of system updates and user requests.
- Conduct training to facilitate usage of the systems for all profile of users on the system.
- Provide technical support, including helping users via WhatsApp.
- Develop and implement monthly operational plans
- Ensure that communication with stakeholders is accurate and all issues are tracked
- Oversee the import of system data, troubleshoot issues, and maintain the system
- Monitor stipend payments and ensure financial compliance.
- Coordinate between teams and provide strategic oversight for the entire process

The team should be in a position to:

- **Capacity for Training and Support**
  - Ability to provide training to LGSETA personnel on system usage and updates.
  - Transfer skills to the LGSETA officials
  - Develop and maintain user manuals and training materials.
- **Audit and Compliance Readiness**
  - Ensure the system and processes are audit-ready.
  - Provide required documentation and reports within specified timeframes.
- **Technical Infrastructure**
  - Demonstrate capability to manage and maintain the system on LGSETA's cloud storage.
  - Ensure secure handling of learner data in compliance with POPIA.
  - Ensure that there are no disruption in the system availability and ensure minimal downtime

The bidder must:

- Demonstrate proven technical competence and a successful track record in the **maintenance and long-term operational support** of Technology solutions.
- Allocate team members who not only meet the required qualifications but also demonstrate prior experience with systems similar in complexity.

4. EVALUATION STAGES - THIS PROJECT WILL BE EVALUATED IN THREE (03) EVALUATION STAGES NAMELY.

STAGE 1 – SCM MINIMUM REQUIREMENTS EVALUATION – MANDATORY

Compliant bidder/s with the below listed SCM minimum requirements will therefore qualify to be evaluated on stage 2

DESCRIPTION	YES	NO
Signed and completed Procurement Invitation (SBD 1) including the SBD4 and 6.1		
In bids where consortia / joint ventures / sub-contractors are involved; each party must be registered on National Treasury Central Supplier Database and must submit 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.		
Tax Confirmation Letter from Tax Authorities (Foreign Companies only)		

STAGE 2 – TECHNICAL FUNCTIONALITY

- Compliant bidder/s obtaining 75 points or more will be therefore qualified to be evaluated on stage 4.

FUNCTIONALITY CRITERIA	PROOF MUST BE SUBMITTED	WEIGHT
1. DETAILED PROJECT IMPLEMENTATION PLAN	The bidder must provide a detailed project implementation plan aligned to the scope of work. This plan should clearly outline all key activities, associated risks and risk mitigation plans for each objective. Additionally, it should assign roles/responsibilities, and include realistic timelines demonstrating completion within the 36 months contract period , indicating how long each activity will take. The implementation plan will be measured against the following (Resourcing should be included in the plan): - System Operations and Maintenance - Finance Unit Support - ICT Collaboration - Stakeholder Engagement ***Points will be allocated as follows*** 1. No project implementation plan submitted; or the submitted project implementation plan is missing any one of the following components: activity, person responsible/role, the timelines; or project implementation plan exceeds 36 months and lacks clear, actionable milestones**= 0 points** 2. Submitted a comprehensive project implementation plan aligned to the scope of work and clearly outlines all key activities, risk and risk mitigation plans associated with each objective, assigns roles/responsibilities, and includes realistic timelines demonstrating completion within 36 months contract. **= 30 points**	**30.00**
RESOURCE EXPERIENCE LGSETA requires that all key roles that will be involved in the implementation of the project be experienced in their roles. A comprehensive CV must be attached along with contactable references indicating the required experience for each role in the project. ***Each CV should clearly show the relevant experience, where it is not clear the LGSETA reserves the right not to award points.***		

2.	**EXPERIENCE OF TEAM LEADER OR PROJECT DIRECTOR**	LGSETA requires that a team leader/project director to have at least 5 years' experience in management / maintenance of the system Solution. A comprehensive CV must be submitted that details at least 5 years' experience in installation and management/maintenance of the third-party payment solution. ***Points will be allocated as follows*** • Submitted a CV with less than 5 years' experience. **= 0 points** • Submitted a CV with 5 years' experience **= 4 points** • Submitted a CV with 6 – 8 years' experience **= 8 points** • Submitted a CV with more than 8 years' experience **= 12 points**	**12.00**
3.	**EXPERIENCE OF FINANCIAL EXPERT**	LGSETA requires that a Financial Expert to have at least 5 years' experience in providing financial support to similar system solution. A comprehensive CV must be submitted that details at least 5 years' experience in financial support for similar system solutions. ***Points will be allocated as follows*** • Submitted a CV with less than 5 years' experience. **= 0 points** • Submitted a CV with 5 years' experience **= 4 points** • Submitted a CV with 6 – 8 years' experience **= 8 points** • Submitted a CV with more than 8 years' experience **= 10 points**	**10.00**
4.	**EXPERIENCE OF ICT SUPPORT SPECIALIST**	LGSETA requires that a ICT Support Specialist to have at least 5 years' experience in ICT support for similar system solutions. A comprehensive CV must be submitted that details at least 5 years' experience in ICT support for similar system solutions. ***Points will be allocated as follows*** • Submitted a CV with less than 5 years' experience. **= 0 points** • Submitted a CV with 5 years' experience **= 4 points** • Submitted a CV with 6 – 8 years' experience **= 8 points** • Submitted a CV with more than 8 years' experience **= 10 points**	**10.00**

5. EXPERIENCE OF SYSTEM DEVELOPER	LGSETA requires that a System Developer to have at least 5 years' experience in system development for similar system solutions. A comprehensive CV must be submitted that details at least 5 years' experience in system development for similar system solutions. ***Points will be allocated as follows*** • Submitted a CV with less than 5 years' experience. **= 0 points** • Submitted a CV with 5 years' experience **= 2 points** • Submitted a CV with 6 – 8 years' experience **= 6 points** • Submitted a CV with more than 8 years' experience **= 8 points**	**8.00**	
6. COMPANY EXPERIENCE	Bidder's experience in providing third party payment solution. Only valid reference letters will be considered; a valid reference letter must contain ALL of the following: • Written on an official client letterhead (with client's name clearly visible) or a company stamp. • Relevant experience in providing third party payment Solution. • Include the period/length of service to the client. • The letter may not have been written before 01 Jan 2022 • Indicate services rating by the client (i.e. good or bad service). ***Points will be allocated as follows*** • Submitted less than 1 valid reference letter or did not submit any reference letter. **= 0 points** • Submitted 1 valid reference letter demonstrating relevant experience. **= 8 points** • Submitted 2 valid reference letters demonstrating successful implementation of similar systems **= 12 points** • Submitted 3 or more valid reference letters, each indicating extensive experience in maintaining disbursement solutions, with preference given to national-scale projects or those involving integration with Any SETA or similar institutions. **= 20 points**	**20.00**	
7. COMPANY EXPERIENCE	Bidder's experience in any maintaining and further developing similar systems will be considered. Only valid reference letters will be considered; a valid reference letter must contain ALL of the following: • Written on an official client letterhead (with client's name clearly visible) or a company stamp. • Relate to the Disbursement Management Solution. • Include the period/length of service to the client.	**10.00**	

	• The letter may not have been written before 01 Jan 2022 • Indicate services rating by the client (i.e. good or bad service). ***Points will be allocated as follows*** • Submitted less than 1 valid reference letter or did not submit any reference letter. **= 0 points** • Submitted 1 valid reference letter demonstrating relevant experience. **= 4 points** • Submitted 2 valid reference letters demonstrating successful implementation of similar systems **= 6 points** • Submitted 3 or more valid reference letters, each indicating extensive experience in maintaining disbursement solutions, with preference given to national-scale projects or those involving integration with Any SETA or similar institutions. **= 10 points**	
Functionality score		**100.00**
Functionality minimum threshold		**75.00**

STAGE 3 – 80/20 PRICE/PREFERENCE EVALUATION

- The LGSETA compares each bidder's pricing proposal on a fair and equal basis taking into account all aspects of the bid requirements. The LGSETA ranks the qualifying bids on price and preference points claimed in the following manner:
- Preference - preference points as claimed in the preference claim form (SBD 6.1) added to the price ranking scores; and **one (1) bidder** will be recommended and appointed for this project.
- The LGSETA recommends bidders with the highest combined score (price and preference) for the contract award subject to the bidder having supplied the relevant administrative documentation. LGSETA may still appoint a bidder other than the one scoring the highest points

Project Implementation Cost

DESCRIPTION	UNIT	QUANTITY	UNIT COST (ZAR)	TOTAL COST (ZAR)
1. System maintenance	Monthly	36	**R**	**R**
2. Project Management and Reporting	Monthly	36	**R**	**R**
3. User Support	Monthly	36	**R**	**R**
4. Stipend disbursement	Monthly	36	**R**	**R**
5. Specialised resource cost per hour for further development: - Business analyst - Enterprise Architect - System developer (Please note this will be as and when required and will be project based, when the LGSETA requests enhancements)	 Per hour Per hour Per hour	 1 1 1	 **R** **R** **R**	 **R** **R** **R**
TOTAL OFFER (Excl. VAT)			**R**	
VAT			**R**	
GRAND TOTAL INCLUDING VAT			**R**	

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 Bidder should demonstrate that they are in a stable financial position in order to undertake this project.

The LGSETA will allow the service provider a 5% annual escalation on approved/ negotiated rates. This escalation is effective on each anniversary of the contract.

Disbursements incurred during service delivery may be reimbursed at actual cost, provided they are pre-approved in writing by the Project Champion. Original receipts or equivalent proof must be submitted for verification.

Name of the bidder: ___________________________________

Bidders representative name: ____

Designation: ______________________________ **Signature:** _______________________

PART 3

SBD 1

INVITATION TO BID

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			
	TAX CLEARANCE COMPLIANCE			
	The National Treasury Supplier Database (CSD) report reflect an overall Tax Compliant Status.			Yes/No
	Tax Clearance Certificate Expiry date:			
	SUPPLIER IS ON THE NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE			
	Supplier Number	**M**	Unique Registration Reference Number (36 digit)	
	PREFERENCE CLAIM			
	Preference claim form submitted for your preference points (Specific goals? (SBD 6.1)			Yes/No/NA
	Are you the accredited representative in South Africa for the goods/services/works offered?			
	YES or NO, If YES enclose proof in an annexure and summarized detail below			

PART 4

SBD 4

DECLARATION OF INTEREST

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 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**

i. If so, furnish particulars:
……………………………………………………………………………….

……………………………………………………………………………….

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.

(ii) 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;

a. 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.

b. 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 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.

a. 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

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.

PART 5

SBD 6.1

PREFERENCE POINTS CLAIM FORM TO PREFERENTIAL PROCUREMENT REGULATIONS 2022

SBD 6.1

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

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

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

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

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

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

1.7 Bidders who wish to claim points in terms of table 4.2 below need to provide proof for each point claimed as guided below:

- Who had no franchise in national elections before the 1983 and 1993 Constitution – attach certified copy of identity document (ID) and company registration documents / CSD report to show/ substantiate percentage ownership equity.
- Who is female- attach certified copy of identity document (ID) and company registration document

/ CSD report to show/ substantiate percentage ownership equity.

- Who has a disability – attach doctor's letter confirming the disability
- Who is youth - attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.

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**

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

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**

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

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 (90/10 system) (To be completed by the tenderer)
Black	10	
Woman	4	
Disabled	3	
Youth	3	
None of the above	0	

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: ………………………………………………………

………………………………………………………

………………………………………………………

………………………………………………………

PART 6

GENERAL CONDITIONS OF CONTRACT (GCC)

SPECIAL CONDITIONS FOR MANAGING CONTRACTUAL OBLIGATIONS

3 Contract Management

3.1. The LGSETA manages this contract fairly and objectively in accordance with the terms andconditions set out in this document.

4 Contract Manager

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

5 Contract Communication

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

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

5.3. 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 number as not being legalcommunication between the parties and not enacted by either party as a protection against fraud.

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

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

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

6.3. 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):

- Purchase Order Number
- Contract Number
- Quantity
- Description of the required procurement. Where detailed, reference must be made to the relevant technical document attached;
- Catalogue number if applicable;
- Unit price per this contract;
- Delivery Date;
- Business unit code; and
- The specific delivery site.

7 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 such prices have not been set in the SBD form.

7 Performance Management

7.1. The LGSETA measures performance throughout the contract life.

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

6.3 Where severe non-performance occurs, LGSETA will terminate the contract earlier in In consultation with the Contractor.

CONTRACTED BIDDER

8 Managing the Contract

8.1. The contracted party manages this contract fairly and objectively in accordance with the terms and conditions set out in this document.

9 Contract Manager

9.1. The contracted party appoints a contract manager and notifies the LGSETA in writing of the name and contact details of the appointed contract manager.

10 Communication

10.1. The contracted party communicates in writing and through email.

10.2. The contracted party always states 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 such communication with the LGSETA prior to acting upon it.

11 Managing Stages (if applicable), Delivery Scheduling (if applicable), Milestones (if applicable)

11.1. Where different stages apply, the contracted party communicates in writing thecommencement of the stage to the LGSETA.

12 Health and Safety Requirements

12.1. 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 of its employees and those other people affected by the operations of the supplier.

12.2. The contracted supplier ensures all work performed and/or equipment used on site complies with the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations).

12.3. 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.

12.4. **[NOTE TO PREPARERS:]** Additional Health and Safety documentation may be required prior to the commencement of the contract but mentioned at the bid stage. These include SHE Plan (Safety, Health and Environment Plan); SHE File which contains 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
N/A	Conformance to specifications	Technical Specification	Minimum conformance to the LGSETA requirements as detailed in the Evaluation Criteria

GENERAL CONDITIONS OF CONTRACT	
In this document words in the singular also mean in the plural and vice versa, words in the masculine mean 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 directly below 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:**
	8.7. “Closing time” means the date and hour specified in the bidding documents for the receiptof bids. 8.8. “Contract” means the written an 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. 8.9. “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations. 8.10. “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 contractexecution. 8.11. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally. 8.12. “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 recognizednew product results that is substantially different in basic characteristics or in purpose or utility from its components. 8.13. “Day” means calendar day. 8.14. “Delivery” means delivery in compliance with the conditions of the contract or order. 8.15. “Delivery ex stock” means immediate delivery directly from stock actually on hand. 8.16. “Delivery into consignees store or to his site” means delivered and unloaded in the specifiedstore 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 deliveredand a valid receipt is obtained. 8.17. "Dumping" occurs when a private enterprise abroad markets its goods on its own initiativein the RSA at lower prices than that of the country of origin and which has the potential toharm the local industries in the RSA. 8.18. ”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. 8.19. “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. 8.20. “GCC” means the General Conditions of Contract.

	10.1. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract. 10.2. "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 thecosts 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 Africanplace 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. 10.3. "Local content" means that portion of the bidding price, which is not included in theimported content provided that local manufacture does take place. 10.4. "Manufacture" means the production of products in a factory using labour, materials, components, and machinery and includes other related value- adding activities. 10.5. "Order" means an official written order issued for the supply of goods or works or the rendering of a service. 10.6. "Project site," where applicable, means the place indicated in bidding documents. 10.7. "Purchaser" means the organization purchasing the goods. 10.8. "Republic" means the Republic of South Africa. 10.9. "SCC" means the Special Conditions of Contract. 10.10. "Services" means those functional services ancillaries 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 thecontract. 10.11. Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
GCC2	**2. Application**
	13.1 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. 13.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works. 13.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
GCC3	**3. General**
	14.1 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. 14.2 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**
	15.3. 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. 15.4. 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. 15.5. 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. 15.6. 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
	16.1. 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. 16.2. 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. 16.3. 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 ofthe following forms: • 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 • a cashier's or certified cheque 16.4. The performance security will be discharged by the purchaser and returned to the supplier no 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
	21.1. All pre-bidding testing will be for the account of the bidder. 21.2. 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. 21.3. 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. 21.4. 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. 21.5. 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. 21.6. 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.

	23.1. 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. 23.2. 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**
	23.2. 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. 23.3. 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:
	23.6.1. performance or supervision of on-site assembly and/or commissioning ofthe supplied goods; 23.6.2. furnishing of tools required for assembly and/or maintenance of the supplied goods; 23.6.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; 23.6.4. 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 23.6.5. 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:
	27.1.1. 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, 27.1.2. in the event of termination of production of the spare parts: • Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and • 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 goodsin 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.
	28.1. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty. 28.2. 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**
	31.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC. 31.2. 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. 31.3. 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. 31.4. 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**
	32.1. 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. 32.2. 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. 32.3. 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. 32.4. 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. 32.5. 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 foreach 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**
	34.1. 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: • if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, • 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. 1.1. 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. 1.2. 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 10years. 1.3. 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 shouldnot 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.

	3.1. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information: • the name and address of the supplier and / or person restricted by the purchaser; • the date of commencement of the restriction • the period of restriction; and • 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. 3.2. 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 forTender 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 favorable 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 bythe 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 tothe 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**
	4.1. If any dispute or difference of any kind whatsoever arises between the purchaserand the supplier in connection with or arising out of the contract, the parties shallmake every effort to resolve amicably such dispute or difference by mutual consultation. 4.2. 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 suppliermay 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 isgiven to the other party. 4.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law. 4.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. 4.5. Notwithstanding any reference to mediation and/or court proceedings herein, • the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and • the purchaser shall pay the supplier any monies due the supplier.

GCC28	**28. Limitation of liability**
	○ Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; ▪ the supplier shall not be liable to the purchaser, whether in contract, tort,or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and ○ the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, 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 alsobe 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**
	4.7. 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 suchnotice. 4.8. 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**
	a. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. b. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. c. 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**
	a. 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 decisionby 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). b. 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 CompetitionCommission of the restrictive practice referred to above, the purchaser may,in addition and without prejudice to any other remedy provided for, invalidatethe bid(s) for such item(s) offered, and / or terminate the contract in whole orpart, and / or restrict the bidder(s) or contractor(s) from conducting businesswith 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**
	(f) All deliveries or despatchers must be accompanied by a delivery notestating the official order against which the delivery has been affected. (g) Deliveries not complying with the order will be returned to the contractorat the contractor's expense. (h) The LGSETA is under no obligation to accept any quantity which is inexcess of the ordered quantity. (i) The supplier provides the following documentation per delivery: i. Manufacturer's Warranty Certificates per machine; these Warranty Certificates must include, but is not limited to, the following information: 1. Hardware information and serials numbers. 2. Warranty agreement with warranty numbers. 3. Warranty period. 4. Manufacturer's South African support contact details. (j) 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 andconsulting services from the successful bidder during the solution implementation period. These ad hoc developments and consulting servicesinclude, but are not limited to, additional solution development and technicalsupport 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**
	(a) The LGSETA only accepts invoices supported by signed delivery documents in accordance with this contract as valid payment requests. (b) The other party submits the above invoices to the appointed contractmanager for submission to the respective finance unit. (c) The LGSETA does not settle invoices for outstanding goods or Services. (d) Payment is made in the South African Rands.
BID SCC 4	**Prices**
	(c) Where Cost Price Adjustments (CPA) are applicable and justifiable, the bidder must make representation to the LGSETA for consideration. (d) Incidental services may only be incurred on prior approval by the LGSETA. (e) Contract management verifies all cost adjustment applications prior to giving approval. (f) 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 tothe 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 thedelivery 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 areagreed 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	**Refer to attached payment/pricing module**

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 LOCAL GOVERMENT SECTOR EDUCATION AND TRAINING AUTHORITY 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 LOCAL GOVERNMENT SECTOR EDUCATION AND TRAINING AUTHORITY 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 aspart 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	Refer to attached payment/pricing schedule
3.		CSD Compliance status as per CSD report form
4.	Declaration of Interest (SBD4)	Preference points claim form in terms of the preferential Procurement regulations 2022 - Specific goals (SBD6.1)
5	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 responseto 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 thatany 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 otherperson regarding this or any other Bid.	
I certify that the information furnished in these declarations (SBD4, SBD6.1**)** is correctand I accept that the LGSETA may reject the Bid or act against me should these declarations proveto 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	