BID NO: LGSETA/BID 15 - 2025/2026

BID DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND MAINTAIN CLOUD-BASED LEARNER MANAGEMENT SYSTEM AND SUPPORT FOR TWO (02) YEARS FOR LGSETA

Bidder's name	
Bidder's address	
Bidder's contact person/representative	
Bidder's contact no & email address	
Bidder's total price (Vat Inclusive)	
SCM enquiries SCM @ 011-456-8579 Email: procurement@lgseta.org.za	**Project Technical enquiries** Akani Mashimbye @ 011-456-8579 Email: procurement@lgseta.org.za
Compulsory virtual briefing session	2 July 2025 @ 11:00 – 12:30
Briefing session link	https://events.teams.microsoft.com/event/
Bid closing date and time	16 July 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

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

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

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

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

- **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**

- **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**

- **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.**

- **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.**

- **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**

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

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

- **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.**

- **In an event that bidders do not extend validity, LGSETA will deemed that offers submitted have lapse and will not evaluate further**

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

- **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.**

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

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

- **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.**

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

- **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.**

- **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**

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

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

- **LGSETA do not do business with bidders that have not declared theirs interest, meaning that failure to declare will lead to the bidder to be disqualified.**
- **This bid is subject to the general conditions of contract and special conditions of contract.**

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. INTRODUCTION

- The Local Government Sector Education and Training Authority (LGSETA) is seeking to procure a comprehensive cloud-based Learner Management System (LMS) to modernize and streamline its learning and development operations. LGSETA supports learners across all South African municipalities, and the proposed LMS will serve as a centralized platform to manage the full learner lifecycle and related programs. The envisioned solution should replicate and extend the capabilities of leading online learning platforms (such as Udemy) while being custom-tailored to LGSETA's specific functional, regulatory, and integration requirements. This Scope of Work document outlines the requirements, features, and expectations for the LMS solution and associated services, forming the basis for bidders to propose a solution that meets LGSETA's needs.

3. OBJECTIVES

- LGSETA requires the above in order to provide a future-proof platform that supports ongoing growth, inter-agency collaboration, and improved service delivery in the education and training of local government sector stakeholders.

4. SCOPE OF WORK

As such, the primary objectives of this project are:

Comprehensive Learner Lifecycle Management: Implement an LMS that manages the end-to-end lifecycle of each learner (from registration through learning, assessment, moderation, and certification) across all municipalities.

Bursary Program Management: Develop an integrated Bursary Management module to handle bursary applications, approvals, fund disbursements, monitoring of student progress, and audit-ready reporting.

Multi-Language and Accessibility: Provide a multilanguage platform that is user-friendly and accessible on both web and mobile devices, ensuring inclusive access for all users.

Systems Integration: Ensure seamless integration with key external systems and databases (e.g. SAQA for qualifications verification, Department of Home Affairs for identity validation, LGSETA's MIS, and others) to automate verification processes and data exchange.

Legal Compliance and Security: Adhere to all applicable South African laws and regulations – with specific emphasis on compliance with the Protection of Personal Information Act (POPIA) – and implement robust security controls to protect sensitive data.

Scalability and Performance: Utilize a cloud-based architecture to guarantee high scalability, availability, and performance, accommodating the growing number of learners and programs with minimal downtime.

Analytics and Reporting: Provide powerful analytics and reporting tools for operational monitoring, strategic decision-making, and compliance purposes, including support for legacy data migration to preserve historical records.

5. SCOPE OF SERVICES

The appointed service provider will be responsible for delivering a turnkey LMS solution and associated services. The scope of work includes, but is not limited to, the following components:

Solution Design and Development: Design, configure, and/or customize a cloud-based LMS platform that meets all functional requirements detailed in this document. This includes the development of required modules (learner management, bursary management, etc.) and user interfaces in English and other languages.

Content and Course Setup: Assist in setting up the initial learning content, course structures, and certification templates on the platform. Ensure that content delivery capabilities (video, documents, quizzes, etc.) are on par with modern e-learning platforms.

Integration Implementation: Develop and implement integrations with external systems (SAQA, Department of Home Affairs, LGSETA MIS, etc.) as specified in the requirements. This includes secure API connections, data mapping, and testing of end-to-end data flows.

Data Migration: Plan and execute the migration of legacy data (historical learner records, qualifications, bursary records, etc.) from existing systems or databases into the new LMS. Ensure data integrity, completeness, and confidentiality during this process.

Testing and Quality Assurance: Conduct comprehensive testing, including unit, integration, performance, and user acceptance testing, to ensure all components function as intended and meet LGSETA's requirements.

Training and Change Management: Provide training for LGSETA's administrators, instructors/facilitators, and other end-users on how to use the new system effectively. Supply user manuals, training materials, and change management support to encourage adoption of the system across all municipalities.

Deployment and Commissioning: Deploy the LMS solution to the production cloud environment, ensuring minimal disruption to ongoing activities. This includes any necessary configuration of hosting infrastructure, databases, and security measures.

Post-Implementation Support and Maintenance: Provide warranty support for an agreed period after go-live, as well as options for ongoing technical support and system maintenance. Ensure that service level agreements (SLAs) are in place for uptime, critical issue response, and regular updates or patches (especially for security and legal compliance updates).

All work must be performed in close collaboration with LGSETA's project team and stakeholders. The service provider is expected to apply best practices in project management and software development to deliver the solution on time, within budget, and to the required quality standards.

6. Detailed Requirements

6.1 Learner Lifecycle Management

The LMS must provide a full suite of features to manage every stage of a learner's journey with LGSETA. Key capabilities include:

Learner Registration & Profiles: The system must support registration of learners from all municipalities, either through self-service signup or administrative batch enrolment. It should capture detailed learner profiles (personal information, demographics, employment details, etc.) with appropriate verification (e.g. ID number validation against Home Affairs data). Role-based access should allow different user types such as learners, facilitators, assessors, moderators, and administrators to have tailored access to relevant functions.

Course Enrolment and Management: Authorized users should be able to create and manage courses, programs, or learning pathways. Learners can be enrolled in courses by administrators or through self-enrolment (as appropriate). The LMS should handle prerequisites, equivalences, and multiple curriculum structures (e.g. short courses, full qualifications, unit standard-based learning). Administrators and facilitators must be able to group learners (by municipality, region, or cohort) and manage class schedules if applicable (for blended or instructor-led sessions).

Learning Content Delivery: The platform should facilitate rich content delivery, equivalent to leading platforms like, linkedIn learning, Google Udemy. This includes hosting multimedia content (videos, PDFs, interactive e-learning modules, etc.), embedding presentations or external resources, and supporting SCORM or xAPI (Tin Can) content standards for e-learning modules. Learners should have an intuitive dashboard to see their enrolled courses, course progress, and upcoming activities. The user interface must be modern and engaging, encouraging self-paced learning as well as providing tools for facilitator-led training when needed (e.g. virtual classroom integrations or discussion forums).

Assessments and Evaluations: The LMS must support various forms of assessment to evaluate learner performance. This includes quizzes and tests (with auto-grading where applicable), assignments or project submissions (with manual grading by an assessor), and practical task evaluations. The system should allow the creation of question banks, randomization of questions, time-limited exams, and the ability to accommodate different assessment methods (formative assessments, summative assessments, peer reviews, etc.). Each assessment should be linked to specific learning outcomes or unit standards to ensure alignment with NQF requirements. Assessors (authorized users) must be able to record marks, provide feedback, and upload evidence of assessments as needed.

Facilitation Tools: For courses that involve facilitators or instructors, the LMS should provide tools to support facilitation. This includes features such as announcements to learners, scheduling and calendar invites for live sessions (physical or virtual), tracking attendance for contact sessions, discussion forums or chat for Q&A, and the ability for facilitators to monitor learner engagement (e.g. which learners have accessed materials or completed activities). These tools should enable effective remote or blended learning experiences and keep learners engaged and informed.

Moderation and Quality Assurance: The system must accommodate the South African training quality assurance process of **assessment moderation**. Moderators (with a designated user role) should be able to review a sample of assessments that assessors have marked. The LMS should allow moderators to input their findings, confirm or adjust scores if necessary, and record their approval of assessment results. An audit trail should show the link between assessor and moderator actions for each assessed activity. Moderation workflows might include sending notifications to moderators when a batch of assessments is ready for review and capturing electronic signatures or acknowledgements that moderation is complete for a given course or assessment batch.

Certification: Upon successful completion of a course or learning program, the LMS must be able to generate certificates or other proof of achievement. Certificate generation should be customizable with LGSETA branding and include pertinent details (learner name, course/qualification name, completion date, certificate ID, etc.). The system should support different types of certifications – for example, certificates of attendance, certificates of competence for accredited unit standards or qualifications, etc. – and allow verification of certificate authenticity (such as via a QR code or a unique code that can be looked up in the system by third parties if needed). All issued certificates should be recorded in the learner's profile, and the system should prevent unauthorized certificate issuance.

Progress Tracking and Learner Analytics: Both learners and administrators/facilitators should have access to clear progress tracking information. Learners can view their own progress through course modules (e.g. completion percentages, which lessons or assessments are pending) and receive automated reminders of upcoming deadlines or incomplete tasks. Administrators and facilitators should be able to track individual learner progress and identify learners who might be falling behind. The system must offer dashboards or reports showing key metrics such as course completion rates, assessment pass/fail rates, and learner performance trends. This data will enable early interventions where necessary and support overall program management.

All aspects of the learner lifecycle management should be user-friendly and designed for high engagement. The interface should employ consistent navigation and adhere to accessibility standards where possible (to support users with disabilities). The system's learner management functions must align with South African educational standards, ensuring that the content and processes meet the requirements of the National Qualifications Framework (NQF) where relevant.

6.2 Bursary Management Module

In addition to learning management, LGSETA requires a **comprehensive Bursary Management module** within the LMS to administer educational bursaries offered to learners. This module should seamlessly integrate with learner data in the LMS while providing specialized features to manage the bursary lifecycle. Key requirements for the Bursary Management module include:

Bursary Application Portal: The system must enable online applications for bursaries.

Application Tracking and Workflow: Once submitted, bursary applications should follow a definable workflow for review and approval. The system must support multiple stages of approval

Notifications and Communication: The module should automate communication with applicants at key points. For example, send email/SMS acknowledgements when an application is received, etc.

Bursary Awards Management: For approved bursaries, the system must create a bursary record detailing the terms of the award.

Progress Monitoring of Bursars: A critical aspect is to monitor the academic progress and compliance of bursary recipients. The system should link each bursary recipient to their enrolled qualification or course of study (which may be outside LGSETA's direct courses – e.g., a university degree funded by LGSETA). The module should allow bursars (or administrators) to upload periodic progress reports, transcripts, or proof of continuation of studies.

Reporting and Audit Trail: The bursary management system must produce **audit-ready reports.** This includes on-demand summary reports of all bursaries awarded and detailed history for each bursary.

User Roles and Permissions: Specific roles will be required to manage the bursary process.

Integration with Learner Data: Because many bursary applicants or recipients will also be learners in LGSETA programs, the bursary module should integrate with the core LMS data.

Corporate E-Learning: The system should include an online platform accessible to all business units at the LGSETA. This will be used by employees within a business unit for training and knowledge sharing. An employee can customise the way data is delivered and presented to them with advance analytics capability for ease of use for the generation of custom BI report.

The Bursary Management module, in summary, should digitize and streamline the entire bursary process from application to closure. It must reduce paperwork, enforce consistent workflows, and provide transparency and accountability for public funds disbursed. By having this module integrated within the LMS, LGSETA can ensure that financial support (bursaries) and skill development (learning courses) are managed in one ecosystem, simplifying oversight and enhancing support for the learners.

6.3 Multi-Language Support

The LMS must be fully multi-lingual, this requirement is to support **User Interface Localization:**

Content Localization: While much of the learning content will initially be in English (or created by facilitators in English), the system should not preclude offering content in other languages. It should support Unicode text input and storage, allowing course titles, descriptions, and content (including PDF or video subtitles, quiz questions, etc.) to be created in other languages.

Support and Documentation: All critical user-facing documentation (help files, user manuals embedded in the system) should also be convertible to other languages. While this is outside the software functionality per se, it is part of delivering a truly diverse solution. The service provider should ensure that any system-generated messages (errors, validation prompts) are translated properly as well.

6.4 Mobile Responsiveness and Mobile Applications

To maximize accessibility and engagement, the LMS solution must be usable across a range of devices and form factors. Specifically:

Responsive Web Design: The web-based LMS interface must be mobile-responsive, adjusting seamlessly to different screen sizes (desktops, laptops, tablets, and smartphones).

Native Mobile Applications: In addition to web access, the solution must include dedicated mobile apps for iOS and Android platforms.

Offline Access and Synchronization: Where possible, the mobile app should support offline functionality to cater to learners with intermittent internet access.

Push Notifications: The mobile applications should leverage push notifications to improve learner engagement and compliance. For example, send notifications for upcoming assignment due dates, new announcements, course enrolment invitations, etc.

User Experience Consistency: Whether a user is on the web interface or the mobile app, there should be consistency in the data and a coherent experience.

6.5 Security on Mobile: Enforce security measures on the mobile apps, such as secure login, session timeouts, and Perhaps the ability for a user to set up a PIN or biometric login for convenience

6.6 Integration Requirements: The LMS must seamlessly integrate with various external systems and databases to automate data exchange and verification processes. Integration capabilities are critical to avoid siloed data and to leverage existing national systems for efficiency and accuracy. The following integrations are required:

For clarity, the required integrations are summarized in the table below, followed by detailed descriptions)

External System / Entity	Integration Purpose & Requirements
South African Qualifications Authority (SAQA)	*Qualifications Verification and NQF Alignment:* The LMS must integrate with SAQA's systems (e.g. the National Learners' Records Database) to **validate the legitimacy of qualifications** and unit standards. For instance, if a learner claims a prior qualification during registration, the system should be able to verify it against SAQA records (to ensure authenticity). Conversely, when learners complete LGSETA-accredited courses or qualifications, the LMS should prepare data for submission to SAQA so that those achievements can be recorded on the National Learners' Records Database.
Department of Home Affairs (DHA)	*Identity Verification:* Integrate with DHA's population register or identity verification services to authenticate learner identities.
LGSETA Management Information System (MIS)	*Internal Data Synchronization:* The LMS must interface with LGSETA's existing MIS to share relevant data. The MIS is used for consolidated reporting and management of LGSETA's learning programs and stakeholder information.
Other Qualification/Employment Verification Systems	*Additional Verifications:* The LMS architecture should be flexible to integrate with other public or private entities that may be required for verifying learner information.

6. Data Security and Legal Compliance

The solution must be designed and operated with the highest standards of data security, privacy, and compliance in mind. LGSETA, being a public entity handling personal and educational data, is subject to various laws and regulations, most notably the **Protection of Personal Information Act (POPIA).** The LMS provider must ensure full compliance with POPIA and all other applicable South African laws and policies related to data protection and electronic transactions. Key requirements include:

7. Cloud-Based Architecture, Scalability, and Availability

The LMS must be a cloud-based solution that can reliably serve users nationwide with high performance and minimal downtime. Key expectations for the system's architecture and service levels include:

Cloud Deployment Model: The solution should be deployed on a robust cloud platform and leverage cloud-native services to ensure scalability and resilience.

High Scalability: The LMS should be capable of scaling to support **large numbers of users and high usage peaks**. LGSETA anticipates usage could grow to include tens of thousands of learners across the country, with potential peak concurrent usage during certain periods (e.g., enrollment periods or just before assessment deadlines). The architecture should allow horizontal and/or vertical scaling without significant redevelopment.

Performance: The system must be optimized for performance so that users experience fast load times and smooth interactions, even on relatively low-bandwidth connections common in some municipalities.

Availability and Uptime: A high availability solution is required, with a target uptime of at least **99.9%** (approximately no more than 8 hours downtime per year),

Backup & Disaster Recovery: Regular automated backups of all critical data (database, storage for uploaded files, etc.) must be performed. Ideally, both snapshot-based and incremental backups should be utilized to enable point-in-time recovery. The service provider should outline a disaster recovery plan – for instance, Recovery Time Objective (RTO) and Recovery Point Objective (RPO) targets.

Monitoring and Support: The provider must implement monitoring tools to track system health (CPU, memory, disk usage, application errors, etc.) and user experience (such as real user monitoring or synthetic transactions).

Compliance with LGSETA's Cloud Policy: The solution should align with our policies on cloud usage. **Analytics and Reporting**

Robust analytics and reporting capabilities are required to enable LGSETA to monitor operations, fulfill statutory reporting obligations, and derive insights for decision-making. The LMS should include built-in reporting tools as well as the ability to integrate with external business intelligence tools if necessary. Key aspects of this requirement include:

Standard Reports: The system must provide a suite of out-of-the-box reports covering common needs. These should include (but not be limited to) reports on: learner enrollment (e.g., number of learners enrolled per course, per municipality, etc.), learner performance (scores, pass/fail rates on assessments, course completion rates), facilitator activity (courses taught, assessment turnaround times), and administrative reports (system usage statistics, login activity). For the bursary module, standard reports would cover bursary application status (how many applied, approved, pending), bursary funds disbursed vs budget, and bursary outcomes (e.g., graduation rates of bursary recipients).

Operational Dashboards: The LMS should have dashboard views for different user roles. For example, an **Administrator's dashboard** might show total active learners, courses running, completion rates, and pending tasks (like assessments to moderate or bursary applications to review). A **Facilitator's dashboard** could show the progress of their class, recent activity by learners, and any learners at risk (e.g., not logged in for a long time or failing quizzes). A **Learner's dashboard** typically displays their own progress, upcoming deadlines, and achievements. These dashboards should be visually clear, using charts or graphs where appropriate, to allow at-a-glance understanding of key metrics.

Customization and Ad-hoc Reports: LGSETA staff should have the ability to create custom or ad-hoc reports without needing the vendor's intervention (at least for basic queries).

Compliance and Audit Reporting: The LMS should assist in generating any mandatory reports required by oversight bodies. LGSETA often have to report to the Department of Higher Education and Training (DHET) on performance. The system should help compile parts of the Annual Training Report or other reports by providing the necessary data (e.g., number of people trained in certain frameworks, demographic breakdowns of beneficiaries, etc.). It should also produce audit logs in a readable format – for example, a report of all logins and changes during a period to support an IT security audit, or a detailed log of who assessed and moderated each learner for an external verification audit. If the Auditor General or SAQA requests evidence of training delivery, the system's records and reports should be readily available to comply.

Data Visualization and Insights: Beyond static reports, the system should leverage analytics to provide insights. For example, identify trends such as increasing pass rates in certain skills programs, or highlight if certain municipalities have lower engagement so that LGSETA can intervene.

Exporting and API Access: All reports and data should be exportable in common formats (CSV, PDF, etc.) so that LGSETA can integrate the output into other systems or presentations. Moreover, the LMS should have an **analytics API or data feed** capability.

Security of Reports: Report generation must respect the security model. Users should only be able to run reports on data they are authorized to see. For example, a municipal coordinator might have a report that only shows learners from their municipality, not others

8. Legacy Data Migration and Onboarding

A critical part of the project scope is to **migrate existing data** from legacy systems into the new LMS to ensure business continuity and historical record preservation. LGSETA has accumulated important data in its current MIS or other databases/spreadsheets, including records of learners, completed courses, and bursary allocations from previous years. The service provider must:

Conduct Data Assessment: Early in the project, work with LGSETA to identify all relevant data sources that need to be migrated.

Data Mapping and Transformation: Define a clear mapping from the old data structures to the new LMS data model.

Migration Execution: Perform the migration in a test environment first. Load the legacy data into the new LMS and verify that all records have been transferred accurately.

Data Integrity and Security: Throughout the migration, data security must be maintained.

Legacy Document Migration: If the current systems include document attachments (for instance, bursary application documents, or certificates, or ID scans), these should also be migrated.

Verification and Sign-off: LGSETA stakeholders will need to sign off that the migration is successful.

Migrating User Accounts and Access: Legacy users (staff accounts, etc.) should be ported over, with roles in the new system appropriately assigned. This might involve mapping old roles to new roles and prompting users to set new passwords on first login for security.

Post-Migration Support: After go-live, the provider will provide support as per agreements in place.

9. Deliverables and Outputs

The service provider is expected to deliver the following key outputs as part of the project (in addition to the working LMS software platform):

Project Implementation Plan: A detailed plan including timeline, milestones, and responsibilities, covering design, development/configuration, testing, training, data migration, and go-live. This plan must be agreed upon with LGSETA at the project initiation.

Requirements Validation and Design Documentation: Documentation that captures the detailed system requirements (as outlined in this Scope of Work, refined during initial analysis) and the proposed system design/architecture. This includes data models, integration interface specifications, and any custom development specifications. LGSETA should approve this design before significant development/configuration proceeds.

Upload capability of supporting material: The E-Learning platform should support the uploading of supplementary learning material, including video clips, slide decks, factsheets, and links to reading material.

Test Plans and Test Results: A comprehensive test plan covering test cases for all functional requirements, integrations, and performance benchmarks. The provider must conduct testing and provide test result reports to demonstrate that each requirement is met and the system is stable (including security test results). LGSETA's team will participate in User Acceptance Testing (UAT) and the provider should support this process and fix any issues identified

Training Materials and User Guides: Develop and hand over administrator guides, user manuals for facilitators and learners, and specific guides for bursary management. These should be provided in English and other languages. Training sessions (train-the-trainer or direct end-user training as needed) should be conducted for the various user groups. The provider should also supply technical manuals for LGSETA's IT (for example, an administrator guide on managing the system configuration, running backups, etc., if LGSETA will handle some admin tasks).

Go-Live and Support Handover: Successful deployment of the LMS on the production cloud environment, with all integrations active and legacy data migrated. After go-live, a stabilization period

Maintenance and Updates: Although not a one-time deliverable, the provider should include in their scope the provision of software updates (e.g., patches, new versions) for the duration of the support contract, to ensure the LMS remains secure and up to date. If any new legal requirements arise (for example, changes in POPIA interpretations or new government directives on data hosting), the provider must be able to advise LGSETA and update the system accordingly.

All deliverables will be reviewed and signed off by LGSETA to ensure they meet the required standards and completeness. The final system will only be accepted when it has been demonstrated to fulfil all the requirements stated in this Scope of Work and operates reliably in the production environment. The E-Learning system's intellectual property shall belong vest with the LGSETA.

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

STAGE 1- SCM MINIMUM REQUIREMENTS EVALUATION –

Compliant bidder/s with listed with the below 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; eachparty must be registered on National Treasury Supplier Database and mustsubmit a separate tax compliance pin / csd number report. Each party to the consortia / joint ventures / sub-contractors must submit completed SBDdocuments. 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 with set SCM requirements will therefore qualify to be evaluated on stage 3
Compliant bidder/s obtaining 80 points or more will be therefore qualified to be evaluated on stage 3.

FUNCTIONALITY CRITERIA	PROOF MUST BE SUBMITTED	WEIGHT
Experience of the firm in similar project	**Bidder must attach a company profile demonstrating number of years in development, maintenance and support of the E-Learning project** • No evidence of company profile submitted = **0 points** • A company profile with less than three (3) years in project management and the development, support and maintenance of E-Learning systems **= 10 points** • A company profile with four (4) to seven (7) years in project management and the development, support and maintenance of E-Learning systems **= 20 points** • A company profile with eight (8) years or more in project management and the development, support and maintenance of E-Learning systems **= 30 points**	**30.00**
Experience of the firm or company in similar project	**The bidder must attach a valid reference letter/s in completed project development, maintenance and support of the E-Learning** **A valid reference letter must have the following.** (i) Description of the project (ii) The project value (iii) Project period (iv) Be company letterhead, dated, and signed with contactable email address and telephone number/s. • Non submission of **valid reference letter = 0 Points** • Submission of one (1) valid reference letter **= 10 points** • Submission of two (2) valid reference letters = **20 points** • Submission of three (3) or more valid reference letters = **30 points** ***Bidders to note that due diligence may be conducted against received references.***	**30.00**
Methodology	**The bidder must submit a detailed methodology in terms of how they plan to execute the project aligned to a detailed project plan that covers elements from conceptualization, analysis, solution design, implementation and post implementation phase consisting of support and maintenance.** • Submission of methodology covering all elements	**40.00**

	= 40 Points • Failure to provide methodology covering all tasks or assignments **= 0 Points**	
Functionality score		**100.00**
Functionality minimum threshold		**80.00**

STTAGE 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 bids 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 be appointed for this project

PART 1 - PRICING SCHEDULE	
DESCRIPTION	**PRICE (Vat Incl)**
E -learning development – 6 months	
Maintenance and Support- 18 months	
Total bidder's price (Vat Incl)	

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 anoverall 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 been 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

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling 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**

2.3.1 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.

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 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

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**

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

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**

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

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)
Black	10	
Woman	3	
Disabled	4	
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

1. Contract Management

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

2. Contract Manager

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

3. Contract Communication

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

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

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

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

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

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

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

4.3.1. Purchase Order Number

4.3.2. Contract Number

4.3.3. Quantity

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

4.3.5. Catalogue number if applicable;

4.3.6. Unit price per this contract;

4.3.7. Delivery Date;

4.3.8. Business unit code; and

4.3.9. The specific delivery site.

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

5.1. Incidental services are specified in the incidental services clause

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

6. Performance Management

6.1. The LGSETA measures performance throughout the contract life.

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

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

CONTRACTED BIDDER

1. Managing the Contract

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

2. Contract Manager

2.1. The contracted party appoints a contract manager and notifies the LGSETA inwriting ofthe name and contact details of the appointed contract manager.

3. Communication

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

3.2. The contracted party always state the contract number on communication, documentation such as correspondence, purchase orders issued, etc. and will not act upon any communication without the contract number or must verify such communication with the LGSETA prior to acting upon it.

4. Managing Stages (if applicable), Delivery Scheduling (if applicable), Milestones (if applicable)

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

5. Health and Safety Requirements

5.1. In terms of the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations), the contracted supplier is responsible for the health and safety of its employees and those other people affected by the operations of the supplier.

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

5.3. To this end, the contracted supplier shall make available to LGSETA the valid letter of goodconduct and shall ensure that its validity does not expire while executing this bid.

5.4. **[NOTE TO PREPARERS:]** Additional Health and Safety documentation can be required prior to commencement of the contract but mentioned at the bid stage. These include SHEPlan (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 LGSETArequirements as detailed in Evaluation Criteria

GENERAL CONDITIONS OF CONTRACT	
In this document words in the singular also mean in the plural and vice versa, words in the masculine mean inthe 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:**
	1.1. “Closing time” means the date and hour specified in the bidding documents for the receiptof bids. 1.2. “Contract” means the written an agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, 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 anything of value to influence the action of a public official in the procurement process or in contractexecution. 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 recognizednew 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 with 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 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. 1.11. "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. 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 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. 1.17. “Local content” means that portion of the bidding price, which is not included in theimported 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 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. 1.25. Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
GCC2	**2. Application**
	2.1. These general conditions are applicable to all bids, contracts and orders includingbids for functional and professional services, sales, hiring, letting and the grantingor 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 specificsupplies, services or works. 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
GCC3	**3. General**
	3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Whereapplicable a non-refundable fee for documents may be charged. 3.2. With certain exceptions (National Treasury’s eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85,

	Pretoria 0001, or accessed electronically from www.treasury.gov.za
GCC4	**4. Standards**
	4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
GCC5	**5. Use of contract documents and information**
	5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposesof 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 ofperforming the contract. 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser. 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
GCC6	**6. Patent rights**
	6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of thegoods or any part thereof by the purchaser.

GCC7	7. Performance security
	7.1. Within thirty days (30) of receipt of the notification of contract award, the successfulbidder 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, orin a freely convertible currency acceptable to the purchaser and shall be in one ofthe following forms: 7.3.1. bank guarantee or an irrevocable letter of credit issued by a reputable banklocated in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or 7.3.2. a cashier's or certified cheque 7.4. The performance security will be discharged by the purchaser and returned to thesupplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warrantyobligations, unless otherwise specified in SCC.
GCC8	8. Inspections, tests and analyses
	8.1. All pre-bidding testing will be for the account of the bidder. 8.2. If it is a bid condition that supplies to be produced or services to be rendered shouldat 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 reasonablehours, for inspection by a representative of the LGSETA or an organization actingon behalf of the LGSETA. 8.3. If there are no inspection requirements indicated in the bidding documents and nomention is made in the contract, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned. 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser. 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests, or analyses shall be defrayed by the supplier. 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

	8.7. Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall,when called upon, remove them immediately at his own cost and forthwithsubstitute 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 interms of Clause 23 of GCC.
GCC9	**9. Packing**
	9.1. The supplier shall provide such packing of the goods as is required to prevent theirdamage or deterioration during transit to their final destination, as indicated in thecontract. 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 shalltake into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
	9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
GCC10	**10. Delivery and Documentation**
	10.1. Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC. 10.2. Documents to be submitted by the supplier are specified in SCC.
GCC11	**11. Insurance**
	11.1. The goods supplied under the contract shall be fully insured in a freely convertiblecurrency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
GCC12	**12. Transportation**
	12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

GCC13	**13. Incidental services**
	13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
	13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods; 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods; 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; 13.1.4. performance or supervision or maintenance and/or repair of the suppliedgoods, for a period of time agreed by the parties, provided that this serviceshall not relieve the supplier of any warranty obligations under this contract; and 13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on- site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. 13.2. Prices charged by the supplier for incidental services, if not included in the contractprice for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
GCC14	**14. Spare parts**
	14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
	14.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and, 14.1.2. in the event of termination of production of the spare parts: 14.1.2.1. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and 14.1.2.2. Following such termination, furnishing at no cost to thepurchaser, the blueprints, drawings, and specifications of thespare 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 haveno 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 dateof 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 SCCand 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 periodspecified in SCC, the purchaser may proceed to take such remedial action as maybe necessary, at the supplier's risk and expense and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.
GCC16	**16. Payment**
	16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC. 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract. 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier. 16.4. Payment will be made in Rand unless otherwise stipulated in SCC
GCC17	**17. Prices**
	17.1. Prices charged by the supplier for goods delivered and services performed underthe 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 underthis contract if not already specified in the bid. Such notification, in the original bidor later, shall not relieve the supplier from any liability or obligation under the contract
GCC21	**21. Delays in supplier's performance**
	21.1. Delivery of the goods and performance of services shall be made by the supplierin 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). Assoon 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 theextension 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 orservices 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 haveminor 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 thesupplier'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, thepurchaser 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 atthe 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 orto 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 delayedgoods 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**
	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 wholeor in part: 23.1.1. if the supplier fails to deliver any or all of the goods within the period(s)specified in the contract, 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract;or 23.1.3 if the supplier, in the judgment of the purchaser, has engaged in corruptor 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 10years. 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 morethan 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 againstand 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 activelyassociated.

	23.6. If a restriction is imposed, the purchaser must, within five (5) working days ofsuch imposition, furnish the National Treasury, with the following information: 23.6.1. the name and address of the supplier and / or person restricted by the purchaser; 23.6.2. the date of commencement of the restriction 23.6.3. the period of restriction; and 23.6.4. the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector. 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004,the court may also rule that such person's name be endorsed on the Register 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 willbe 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 oranti-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 deductsuch amounts from moneys (if any) which may otherwise be due to the contractorin 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 notbe 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 purchaserin 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 reasonablealternative 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**
	27.1. 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. 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 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. 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law. 27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. 27.5. Notwithstanding any reference to mediation and/or court proceedings herein, 27.5.1. the parties shall continue to perform their respective obligations under thecontract unless they otherwise agree; and 27.5.2. the purchaser shall pay the supplier any monies due the supplier.

GCC28	**28. Limitation of liability**
	28.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; 28.1.1. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and 28.2. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
GCC29	**29. Governing language**
	29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall 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**
	31.1. Every written acceptance of a bid shall be posted to the supplier concerned byregistered 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. 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
GCC32	**32. Taxes and duties**
	32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the LGSETA must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services
GCC33	**33 National Industrial Participation (NIP) Programme**
	33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

GCC34	**34. Prohibition of restrictive practices**
	34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a 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). 34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidenceobtained 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**
	1.1. All deliveries or despatchers must be accompanied by a delivery notestating the official order against which the delivery has been affected. 1.2. Deliveries not complying with the order will be returned to the contractorat the contractor's expense. 1.3. The LGSETA is under no obligation to accept any quantity which is inexcess of the ordered quantity. 1.4. The supplier provides the following documentation per delivery: 1.4.1 Manufacturer's Warranty Certificates per machine; these Warranty Certificates must include, but is not limited to, the following information: • Hardware information and serials numbers. • Warranty agreement with warranty numbers. • Warranty period. • Manufacturer's South African support contact details. 1.5. LGSETA representative verifies both delivery and performance prior to signing a certificate of delivery / installation / progress milestone /commissioning evidencing such performance. 10.6. The Contractor must ensure such signed approved verification accompanies the subsequent supplier invoice.

BID SCC 2	**2. Incidental Services**
	Additional incidental services to those listed in clause GCC13.1 above are the following: 2.1. The LGSETA may procure additional license, ad hoc development 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 technical support and maintenance After the solution implementation period has lapsed, maintenance services will be solicited on an open quotation basis.
BID SCC 3	**Method and conditions of Payment**
	3.1. The LGSETA only accepts invoices supported by signed delivery documents in accordance with this contract as valid payment requests. 3.2. The other party submits the above invoices to the appointed contractmanager for submission to the respective finance unit. 3.3. The LGSETA does not settle invoices for outstanding goods or Services. 3.4. Payment is made in the South African Rands.
BID SCC 4	**Prices**
	4.1. Where Cost Price Adjustments (CPA) are applicable and justifiable, the bidder must make representation to the LGSETA for consideration. 4.2. Incidental services may only be incurred on prior approval by the LGSETA. 4.3. Contract management verifies all cost adjustment applications prior to givingapproval. 4.4. 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	