



# LGSETA

CREATING GREATER IMPACT

## INVITATION TO BID (SBD 1)

on procurement requirements

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

BID NUMBER	LGSETA/OFFICESPACEBLM/2017/23 RE-ADVERTISEMENT
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CLOSING DATE AND TIME	29 September 2017 at 11:00pm
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### BID DESCRIPTION

**REQUEST FOR PROPOSAL FOR LEASE OF CORPORATE OFFICE SPACE FOR BLOEMFOINTEIN OFFICES.**

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

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

<b>BIDDER'S NAME</b>	
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<b>B-BBEE LEVEL</b>	
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<b>Preferential Procurement System Applicable:</b>	80/20
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<b>Validity Period From Date Of Closure:</b>	120 days
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<b>Compulsory Briefing Session or Site Visit Details</b>	<b>Date and Time</b>	N/A
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<b>Location</b>	N/A
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<b>Contact Person</b>	N/A
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<b>BID DOCUMENTS ARE TO BE DEPOSITED IN THE BID/TENDER BOX AT:</b>	
<p>Local Government Sector Education and Training Authority (LGSETA)</p> <p>1<sup>st</sup> Floor 47 Van Buuren Road Bedfordview 2007</p> <p>Bids are not to be delivered to any other LGSETA's office but as per above address</p>	<p><b>AND ADDRESSED AS FOLLOWS:</b></p> <p>On the face of each envelope, the Bid Name, Bid Number and Bidder's Name, Postal Address, Contact Name, Telephone Number and email address.</p> <p>The closing time is as per the clock at the LGSETA reception.</p>
<p>Bidders must ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration. Bidders must ensure that the submission register at the LGSETA's reception when delivering a proposal is signed off, failure to sign may result in the bids being disqualified/disadvantage. Bidders must advise their respective couriers/drivers of the above instruction(s) to avoid misplacement of bid.</p> <p><i>Bidders are not allowed to use post office but only to hand deliver the bid proposal to the LGSETA Head office as per address above.</i></p>	
<p><b>BIDDERS ARE REQUIRED TO DELIVER THEIR BID TO THE CORRECT ADDRESS TIMEOUSLY IN ORDER FOR THE LGSETA TO CONSIDER IT. THE LGSETA WILL NOT CONSIDER THE BIDS RECEIVED LATER THAN THE CLOSING DATE AND TIME NOR RETURN THESE TO THE BIDDER.</b></p>	
<p>Bidders must submit their bid response on the official bid invitation forms (<b>NOT TO BE RE-TYPED</b>) with additional information provided on attached supporting schedules. The LGSETA provides the checklist "Returnable Documents" at the end of the bid invitation of all required documentation with certain documentation mandatory for entering the evaluation phase. Non-submission of these marked documents will lead to disqualification of the bidder.</p>	
<b>BID OPENING REGISTER</b>	
<p>There will be a public bid opening of the Bids received on the <b>29 September 2017</b> after the closing time. The bidders name and B-BBEE status level will be made to those who are present, same information will also be published on the LGSETA website. <b>The bidders' proposal should be marked with the Bid number, Project name and Bidder's name. Financial offer will not be part of the bid opening.</b></p>	
<b>REJECTION OF BIDS</b>	
<p>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</p>	
<p>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.</p>	
<p>Bid rigging/ collusive behavior by the bidder will result in disqualification. A bidder is not permitted to submit proposal from more than one registered company with a common director/shareholder.</p>	
<p>This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations - 2017.</p>	

	If a bidder is not registered on National Treasury Central Supplier Database (CSD), (Proof must be submitted with the proposal)
	THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT AND SPECIAL CONDITIONS OF CONTRACT AS STIPULATED IN THIS INVITATION.
	THE LGSETA DEEMS THE BIDDER HAS READ AND ACCEPTED THESE CONDITIONS OF CONTRACT.
	<b>REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD):</b>
	The bidder must register on the National Treasury's Central Supplier Database in order to do business with an organ of state or for the LGSETA to award a bid or contract. Registration on the CSD ( <a href="http://www.csd.gov.za">www.csd.gov.za</a> ) provides a bidder with an opportunity to do business with all state organisations including provincial and municipal levels.  National Treasury Contact Details: 012 406 9222 or email <a href="mailto:csd.support@treasury.gov.za">csd.support@treasury.gov.za</a>
	<b>SETS OF BID DOCUMENTS REQUIRED</b>
	Number of ORIGINAL documents for contract signing   1
	Bidders must submit the bid in hard copy format (paper document) to the LGSETA. The hard copy of these original sets of bid documents serve as the legal bid contract document and the master record between the bidder and the LGSETA. The bidders attach the originals or certified copies of any certificates stipulated in this document to these original sets of bid documents.  Any discrepancy between the evaluation copies and the master record, the master record will prevail. Any discrepancy between the original sets deposited with the LGSETA and that kept by the bidder, the original set deposited with the LGSETA is the master contract for both parties.
	Number of EVALUATION copies:   2
	Bidders mark documents as either " <b>Original</b> " or " <b>Copy for evaluation</b> " and number all pages sequentially. Bidders group documents into "PROPOSAL" and "PRICING" Sections
	Two envelope system required   YES
	The objective of the exercise is to evaluate the Proposals Section without reference to the Price Section ensuring both sections are evaluated fairly and unbiased. The first envelope holds all documents excluding the SBD3 and detailed supporting pricing documentation. The second envelope holds the SBD3 and the detailed supporting pricing documentation. An outer envelope encloses both envelopes that have the envelope addressing as stated in this document.  The LGSETA only opens the proposal – the first envelope – at the evaluation stage and only opens the pricing – the second envelope – for those bidders who meet the predefined threshold at the proposal evaluation.
	<b>ENQUIRIES CAN BE DIRECTED TO THE FOLLOWING</b>
	<b>SUPPLY CHAIN MANAGEMENT ENQUIRIES</b>  <a href="mailto:procurement@lgseta.org.za">procurement@lgseta.org.za</a>  011 456 8579

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<b>Table 1.</b>			
<b>RETURNABLE DOCUMENT CHECKLIST (TO QUALIFY FOR EVALUATION)</b>			
<b>RETURNABLE DOCUMENTS (M = Mandatory (Go/No GO))</b>	<b>Envelope 1</b>		
Signed and completed Procurement Invitation (SBD 1) including the SBD 4, 5 if applicable, 6.1, 6.2 if applicable, 8 and 9	<b>M</b>	<b>YES</b>	<b>NO</b>
Proposal to specification including evidence of meeting the specification, capacity, capability, bidder's profile, CVs of staff managing the contract, etc.	<b>M</b>	<b>YES</b>	<b>NO</b>
Proof of Registration on the Government's Central Supplier Database (CSD).	<b>M</b>	<b>YES</b>	<b>NO</b>
B – BBEE Certificate (South African Companies) or, for companies that have less than R10 million turnover, a sworn affidavit or is required. A copy of the template for this affidavit is available on the Department of Trade and Industry website <a href="https://www.thedti.gov.za/gazette/Affidavit_EME.pdf">https://www.thedti.gov.za/gazette/Affidavit_EME.pdf</a> (Failure to submit sworn affidavit will result in non-compliance on preference points system)	-	<b>YES</b>	<b>NO</b>
Tax Confirmation Letter from Tax Authorities (Foreign Companies only).	<b>M</b>	<b>YES</b>	<b>NO</b>
The bidder must confirm that they have read and understood the terms and conditions set out in the attached Special Conditions of Contract and mandatory clauses to be incorporated into the lease agreement, which terms and conditions the bidder accepts, in the event that the LGSETA awards the contract to the bidder pursuant to this bid. The bidder must submit with the bid.	<b>M</b>	<b>YES</b>	<b>NO</b>
The bidder confirms that the lettable area offered is between 200m2 and 350m2.	<b>M</b>	<b>YES</b>	<b>NO</b>
The Bidder confirms that the building offered is: A complete built structure	<b>M</b>	<b>YES</b>	<b>NO</b>
The building should have access for people with special needs/ disability (e.g. wheel chair ramp, or lift)	<b>M</b>	<b>YES</b>	<b>NO</b>
The Bidder confirms that the building offered is: Grade A, B or C (in good state)	<b>M</b>	<b>YES</b>	<b>NO</b>
The Bidder confirms that the building offered is one of the following preferred areas	<b>M</b>	<b>YES</b>	<b>NO</b>
Indicate under "Substantiate / Comments" below whether the bidder is the owner/landlord or an agent/broker and, where the bidder is an agent or broker, the bidder must provide proof of mandate if acting on behalf of the owner/landlord. Please provide for each building offered. The LGSETA does not pay commission or agent fees.	<b>M</b>	<b>YES</b>	<b>NO</b>
Building Insurance: Proof of insurance must be attached indicating that the building is insured	<b>M</b>	<b>YES</b>	<b>NO</b>
<b>RETURNABLE DOCUMENTS</b>	<b>Envelope 2</b>		
Detail pricing in the SBD 3 format	<b>M</b>	<b>YES</b>	<b>NO</b>

Detail price sheets and supporting documents	M	YES	NO
<b>THE BIDDING PROCESS</b>			
<b>This bid is evaluated through a three (03) stage process</b>			
<p><b><u>Stage 1 – Compliance to Technical Mandatory Requirements (refers to Table 2 below) including Returnable Document Checklist refers to Table 1 above, (Mandatory as these are GO/NO GO gates, comply/not comply</u></b></p> <p>Bidders warrant that their proposal document has, as a minimum, the specified documents required for evaluating their proposals. On the table above, the LGSETA provided the Returnable Document Checklist listing these including which documents are GO/NO GO to the bidders.</p> <p><b>The LGSETA evaluates only procurement responses that are 100% acceptable in terms of the Returnable Document List.</b></p> <p><b>The LGSETA will disqualifies bidders who are found not compliant with this list as per table 1 above. Only Bidders who to proceed further for stage 2 it will be for those who are compliant to the mandatory requirements</b></p>			
<p><b><u>Stage 2 – Evaluation of Bids against Specifications, Quality and Site Inspection Phases.</u></b></p> <p><b><u>Stage 2 phases'</u></b></p> <p><b><u>Phase 2.1 Specification</u></b></p> <p>The LGSETA evaluates each bidder's response to the specifications issued in accordance to published evaluation criteria and the associated scoring set outlined in this bid invitation.</p> <p><b>Phase 2.2 Functionality</b></p> <p><b>Compliant bids from stage 1 to stage 2.1 will therefore evaluated on phase 2.2 of stage 2 (Functionality). Bidders must reach minimum of 70 points on functionality evaluation in order to be evaluated on Stage 3 of price and preference evaluation.</b></p> <p><b>Phase 2.3 Site Inspection (continuation of 2.2)</b></p> <p><b>LGSETA will conduct site inspection to bidders who are compliant to mandatory as part of confirmation and clarity seeking as per submitted proposal. This process will be supporting the functionality evaluation as per 2.2 above.</b> These sessions will form part of the evaluation and by no means indication that the bidder is official appointed.</p> <p><b>Bidders reaching the minimum evaluation score will pass to stage 3.</b></p>			
<p><b><u>Stage 3 – Price/Preference Evaluation</u></b></p> <p>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:</p> <p>Price - with the lowest priced Bid on an equal and fair comparison basis receiving the highest price score as set out in the Preferential Procurement Policy 2017 Regulations;</p> <p>Preference - preference points as claimed in the preference claim form (SBD6.1) added to the price ranking scores; and</p> <p>The LGSETA recommend the bidder with the highest combined score for the contract award subject to the bidder having supplied the relevant administrative documentation. LGSETA may still appoint a bidder other than the bidder who scores the highest score points in stage 3 with sufficient and justifiable reasons.</p>			

**Bid Procedure Conditions:**

**Counter Conditions**

The LGSETA draws bidders' attention that amendments to any of the Bid Conditions or setting of counter conditions by bidders will result in the invalidation of such bids.

**Response Preparation Costs**

The LGSETA is NOT liable for any costs incurred by a bidder in the process of responding to this Bid Invitation, including on-site presentations.

**Cancellation Prior To Awarding**

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

**Collusion, Fraud And Corruption**

Any effort by Bidder/s to influence evaluation, comparisons, or award decisions in any manner will result in the rejection and disqualification of the bidder concerned.

**Fronting**

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

**Confidentiality**

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

**Sub-contracting Direct**

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

**Information Provided In The Procurement Invitation**

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



**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

<b>TYPE OF COMPANY/FIRM [Tick applicable box]</b>			
Partnership/Joint Venture/Consortium			
Close Corporation			
(Pty) Limited			
One person business/sole proprietor			
Company			
Other			
<b>COMPANY CLASSIFICATION [Tick applicable box and provide short description]</b>			
Manufacturer:			
Supplier:			
Professional Service Provider:			
Construction:			
Logistics:			
Other:			
<b>TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS</b>			
<b>TAX CLEARANCE COMPLIANCE</b>			
The National Treasury Supplier Database (CSD) report reflect an overall Tax Compliant Status.			Yes/No
Tax Clearance Certificate Expiry date:			
<b>SUPPLIER IS ON THE NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE</b>			
Supplier Number	<b>M</b>	Unique Registration Reference Number (36 digit)	
<b>PREFERENCE CLAIM</b>			
Preference claim form been submitted for your preference points? (SBD 6.1)			Yes/No/NA
<b>A B-BBEE status level verification certificate must support preference points claimed. Has this been submitted?</b>			Yes/No/NA

Who issued the B-BBEE certificate [Tick applicable box]		
	A verification agency accredited by the South African Accreditation System (SANAS);	Yes/No/NA
	Affidavit confirming turnover and black ownership or Companies and Intellectual Property Commission Certificate confirming turnover and black ownership certified by the registered Commissioner of Oaths	Yes/No/NA
	A Registered Auditor registered by IRBA (Certificate issued before 1 <sup>st</sup> of January 2017 may be accepted by the LGSETA, certificates issued in 2017 will not be accepted therefore bidder will be regarded as non-compliant)	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	

## 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.

In an effort to support the LGSETA's national outreach and accessibility to all stakeholders within the local government sector, the LGSETA hereby requests proposals from provincially based service providers to assist the LGSETA in identifying prime sites in the provinces and regions for the rollout of the LGSETA's provincial offices.

### **SCOPE OF WORK**

**The intention is to appoint service providers who are qualified in property management or own commercial properties for leasing according to the identified city/town (s) within Free State province.**

- a) Office space within the Westdene, Brandwag and surrounding areas in Bloemfontein.
- b) The building must be in secure environment that promotes the safety of the LGSETA's employees, stakeholders and visitors and must have provision for access by people with disabilities.
- c) The building must have access to either copper or wireless or ADSL or fiber optic network.
- d) Minimum of two (02) cubicles per ablution facility for both males and females.
- e) Office space with a floor size ranging between 200 m<sup>2</sup> and approximately 350 m<sup>2</sup>
- f) Office space ideally with a boardroom that can seat 20-25 individuals at the same time
- g) Office space that would be able to accommodate seven to 10 Provincial Office members of staff and interns as well as visitors from Head Office
- h) Property that is accessible to people with disabilities
- i) Property affording the Provincial Office ten undercover secure parking bays for office personnel and visitors and close to public transport route.
- j) Property in a locality that is easily accessible and close to public transport routes  
Property that is safe and secure with access control and burglar alarm system linked to a control room, 24-hour surveillance and armed response unit

#### **1.1 Building – General Requirements**

- 1.1.1 The building must be an existing building (complete built structure)
- 1.1.2 A, B or C grade office accommodation
- 1.1.3 Approximately 200m<sup>2</sup> to 350m<sup>2</sup> Gross Lettable Area (GLA)
- 1.1.4 Exterior signage must be allowable
- 1.1.5 Building insurance is the responsibility of the landlord
- 1.1.6 A building with a green rating would be advantageous
- 1.1.7 Existing wheel chair access to the building
- 1.1.8 Ten (10) Secure on-site parking of which 2 will cater for people with disability, must be available in accordance with municipal by-laws or regulated standards. Proof/picture must be submitted with the proposal and will be confirmed during site inspection.

	<p><b>1.2 <u>Building services</u></b></p> <p>1.2.1 The building must make provision for goods and passengers lifts (if applicable)</p> <p>1.2.2 Ablution facilities accommodating approximately 10 employees and visitors, including facilities for the physically disabled must be available</p> <p>1.2.3 The accommodation must provide lighting as per building regulation</p> <p>1.2.4 The building must have Air Conditioner and ventilation managed and maintained by the lessor, that includes servicing, and repairs</p> <p>1.2.6 The space(s) on offer must have its own electric distribution board(s)</p> <p>1.2.7 The accommodation must have existing fire detection and prevention services</p> <p>1.2.9 The lease offered must provide for air-conditioning as part of the lease</p> <p>1.2.10 A floor plan of the building drawn to scale is required</p> <p>1.2.11 Provision of 1 strong rooms with a minimum size of 4mx4m</p> <p>1.2.13 The lease period is until 31 March 2020 as per SETA license. However, the contract has an option to renew for a twelve months' period (s) subject to LGSETA operation license Contract can be negotiated as per the SETA license.</p> <p>1.2.14 The lease offered must allow for further extension of the lease if required</p> <p>1.2.15 The lease offered must provide a termination option</p> <p>1.2.16 The lease offered must provide the LGSETA with right of first refusal</p> <p>1.2.17 The lease offered must indicate the tenant installation allowance</p> <p>1.2.18 The lease offered must provide an option for building maintenance by the lessor / landlord as part of the lease</p>
<b>OBJECTIVE</b>	
	The objective of this tender is to source a space for the LGSETA's provincial office to be accommodated as per above Terms of Reference/contract management.
<b>CONTRACT PERIOD</b>	
	The lease Period is until 31 March 2020 as per the SETA license. However, the contract has an option to renew further by twelve (12) months period (s) subject to LGSETA operating license.

## TECHNICAL MANDATORY REQUIREMENTS

**NB: Bidders must be fully compliant with below technical mandatory requirements/specifications; failure will result in disqualification. Bidders are also required by indicating that they meet the minimum requirements by stating Comply/Not Comply and attach supporting information.**

- (1) The bidder **must comply with ALL the requirements by providing substantiating evidence** in the form of documentation or information, failing which it will be regarded as “NOT COMPLY”.
- (2) The bidder **must provide a unique reference number** (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response. During evaluation, LGSETA reserves the right to treat substantiation evidence that cannot be located in the bid response as “NOT COMPLY”.
- (3) Below by marking with an “X” either “COMPLY”, or “NOT COMPLY” with ALL of the technical mandatory requirements, failing which it will be regarded as “NOT COMPLY”.
- (4) **The bidder must comply with ALL the TECHNICAL MANDATORY REQUIREMENTS** in order for the bid to proceed to the next stage of the evaluation.

**Table 2. Technical Mandatory Requirements**

State YES/NO, as the indication of basis for your pricing. If Yes, then provide details.

<b>Technical Requirements: Technical / Functional Criteria (Submission)</b> <b>NB: Each building proposed will be evaluated, based on the submitted documentation, on the following:</b>	<b><i>Substantiating evidence of compliance (used to evaluate bids)</i></b>	<b><i>Evidence reference (to be completed by bidders)</i></b>
<p>The premises must be fully air-conditioned, and the maintenance thereof is the responsibility of the bidder.</p>	<p><b><u>Current status (AS IS)</u></b></p> <p>The bidder <b>must</b> submit a Certificate of Compliance (CoC) confirming the current state of the installation (<b><u>AS IS</u></b>).</p> <p><b><u>Propose configuration to meet LGSETA's requirement</u></b></p> <p>In the event that the prospective building does not have an air-conditioner, or is under renovations or construction, the bidders <b>must</b> submit a layout and design plans for the upgrade together with a project breakdown plan.</p>	
<p><b>Ablution Facilities</b></p> <p>The bidder must provide fully functional ablutions including high mirrors. Every toilet should have an extraction fan. At least 1 toilet for Male and Female</p> <p>Note: Old equipment must be replaced or refurbished before occupation. The toilet facilities and kitchenette areas should have an adequate size geyser connected to each basin.</p>	<p><b><u>Current status (AS IS)</u></b></p> <p>The bidder must provide approved current layout and design plans clearly depicting the ablution facilities.</p> <p><b><u>Propose configuration to meet LGSETA's requirement</u></b></p> <p>In the event that the building is under renovations bidders must submit approved layout and design plans for the upgrade together with a works breakdown project Plan.</p>	

<p><b>Accessibility to the building:</b> The building/premises must be user friendly for people with disabilities.</p>	<p><b><u>Current status (AS IS)</u></b> The bidder must submit an imaged /Evidence to show disability accessibility features.</p> <p><b><u>Propose configuration to meet LGSETA's requirement</u></b>  In the event that the building lacks the required disability accessibility features, is non-compliant, the bidder must submit a separate proposal on Future Accessibility Upgrades to be implemented together with an approved works breakdown project plan</p>		
<p>Availability of server room infra-structure with Air-conditioned.</p>	<p><b><u>Current status (AS IS)</u></b> The bidder must provide approved current layout and design plans clearly depicting the availability of Server room.</p> <p><b><u>Propose configuration to meet LGSETA's requirement</u></b>  In the event that the building is under renovations bidders must submit approved layout and design plans for the upgrade together with a works breakdown project Plan.</p>		
<p><b>The accommodation must have existing fire detection and prevention services</b>  The building must comply with OHS, emergency evacuation process. The bidder must provide us with copy of the certificate of compliance.</p>	<p><b><u>Current status (AS IS)</u></b> The bidder must submit report to ensure compliance to fire control, risk and Management and continuous maintenance of the installations and equipment will be the responsibility of the landlord for the duration of the lease period. The necessary evacuation routes / signage should be provided in accordance with the inspection report.</p>		



	<p><b><u>Propose configuration to meet LGSETA's requirement</u></b></p> <p>In the event that the building lacks the required detection and prevention services, is non-compliant, the bidder must submit a separate proposal on Future Upgrades to be implemented in order to meet LGSETA specification.</p>	
<p><b>The building must be an existing building (complete built structure) (Stand alone or multi-tenant building)</b></p> <p>The building offer sufficient space (Min 200<sup>2</sup> and Max 350<sup>2</sup>)</p>	<p>The owner shall provide a detailed layout drawing that includes all areas required for the building to be functional including the usable space listed.</p>	

**Table 3. DECLARATION OF COMPLIANCE**

	Comply	Not Comply
<p>The bidder declares by <b>indicating with an "X"</b> in either the "COMPLY" or "NOT COMPLY" column that –</p> <p>(a) The bid complies with each and every TECHNICAL MANDATORY REQUIREMENT as specified above; AND</p> <p>(b) Each and every requirement specification is substantiated by evidence as proof of compliance.</p>		

## FINANCIAL TERMS

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

## EVALUATION CRITERIA

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

LGSETA is committed to achieving the government’s transformation objectives in terms of the Preferential Procurement Policy Framework Act (PPPFA), Procurement Regulation 2017.

The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** system shall be applicable. (This is by no means the budget of the project but the process threshold as per PPPFA)

The procedure for the evaluation of responsive bids is Price, functionality (quality) and Preference method. The evaluation of the bids will be conducted in the following two stages:

- Firstly, the assessment of quality will be done in terms of the evaluation criteria (Table 4) and the minimum threshold of 70 points explained below. A bid will be disqualified if it fails to meet the minimum threshold for functionality as per the bid invitation

Thereafter, only the qualifying bids are evaluated in terms of the 80/20 preference points systems, where the 80 points will be used for price only and the 20 points will be awarded to a bidder for attaining the B-BBEE status level of contributor.

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

Table 4

No.	Technical Functionality requirements	Weighting
1.	Building Requirements	50
2.	Security / Access Control	30
3.	Experience	20
<b>TOTAL</b>		<b>100 %</b>

## INSTRUCTION AND EVALUATION CRITERIA

1. The bidder **must complete in full all of the TECHNICAL RELATED FUNCTIONALITY requirements**.
2. The bidder **must provide a unique reference number** (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response. During evaluation, LGSETA reserves the right to treat substantiation evidence that cannot be located in the bid response as “NOT COMPLY”.
3. **Evaluation per requirement.** The evaluation (scoring) of bidders’ responses to the requirements will be determined by the completeness, relevance and accuracy of substantiating evidence. Each TECHNICAL FUNCTIONALITY requirement will be evaluated using the following generic 3-point scale:

LGSETA REQUIREMENTS FOR EVALUATION PURPOSES	
	QUALITY
	<p>Scores will be tabulated to 100 points. Respondents must <b>score 70</b> points and above to be assessed on their financial offer and preference score.</p> <p>The evaluation of service provider's responses will be based on the following weighting of The proposals will be evaluated on a scale of 0-3 in accordance with the criteria below. The rating will be as follows: 0= No submission/less than LGSETA requirements, 0=Non-Submission/poor, 1 = Average, 2 = Good, 3 = Excellent.</p> <p>NB: Bidders are advised that any proposal of specification regarding items are legal binding and bidders will be required to fulfill the propose amendment or adjustment.</p>

Table 5 Evaluation Criteria (Functionality)			
No	Evaluation Criteria	Building Requirements Description	Weight 50
1	Building Location /Requirements.	a) Suitable environment with easy access to public transport (Attach Google Map) office not to be more than 2km from public transport routes. b) Office Grading and OHS Compliant ( Please provide certificate ) c) The building offers sufficient space (Min 200 <sup>2</sup> and Max 350 <sup>2</sup> )  <b>The owner shall provide a detailed layout drawing that includes all areas required for the building to be functional including the usable space listed.</b>	<b>0 =</b> Not complying with requirements (a, b and c)  <b>1=</b> Information provided only covers one of the building requirements (any of a, b, c)  <b>2 =</b> Information provided covers two of the building requirements (any of a, b, c)  <b>3=</b> Information provided covers all of the building requirements (any of a, b, c)

			Points are allocated as per above; bidder must provide proof or meet building requirements as per middle column of this table
2	<b>Security/Access control</b>	<b>Support requirements/documentations</b>	<b>Weight 30</b>
		<p>i) Access control to premises and General Security of the premises and surrounding areas i.e. Armed response, security guards</p> <p>ii) The bidder must ensure that there is perimeter security / Access control, refers to entrance to the building</p> <p>iii) The bidder must include a proposal for the provision of security to the premises i.e. electric fence, boom gate(s), burglar proving around doors</p> <p>Note: The specialist security installations i.e. scanners, etc. must be the responsibility of LGSETA The bidder must provide a Security report issued indicating the current state of safety and security features of the building.</p> <p>In the event that the current security features are inadequate / non-compliant, the bidder must submit a separate approved proposal on Future Security Upgrades to be implemented together with an approved works breakdown project plan.</p>	<p><b>0 =</b> Not complying with requirements (I, ii, ii)</p> <p><b>1=</b> Information provided only covers one of the Security requirements (any of I, ii, iii)</p> <p><b>2 =</b>Information provided covers two of the Security requirements (any of I, ii, iii)</p> <p><b>3=</b> Information provided covers all of the Security requirements (any of I, ii, iii)</p> <p>Points are allocated as per above; bidder must provide proof or meet security/access control as per middle column of this table</p>

3. Experience	Description	Max Score
	Lease Experience (Minimum of three years) in property Management – Company profile Indicating lease experience. The company profile must provide list of current and previous client to demonstrate number of years in property management as per table below. <i>(Separate table can be attached)</i>	<b>20</b>

**Points allocation:**

**3=** (Five years' and above; experience in property Management)

**2=** (Four years' experience but less than Five years' experience in property management).

**1=** (Three year' experience but less than four years' experience in property management).

**0= Will be allocated to bidders who failed to:**

- Non submission of the required company profile detailing list of clients and years of experience,
- Less than Three(3) years' experience in Property management

**TOTAL POINTS:100**

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

**Site Inspection**

**LGSETA will conduct physical verification and assessment of the premises as outlined in the scope of work and evaluation criteria Site inspection still form part of evaluation and awarded points may be adjusted should site inspection information contradict with submitted proposal or information obtained during site inspection are not as per the requirements.**

Table 6: Experience

Previous Client contact person and telephone number	Description of work (service)	Value of work (i.e. the service provided) inclusive of VAT (Rand)	Dates of appointment

<b>FINAL DELIVERY</b>	
	The Service Provider must obtain final signoff from the LGSETA before the project is concluded and the final payment is made. The Service Provider must submit signoff documentation authorized by the LGSETA.
	After completing the evaluation phase of the process, LGSETA will enter into lease agreement and financial negotiations with the recommended service provider. The final selection will be based on the satisfactory outcome of these negotiations.
<b>MANDATORY AWARD CRITERIA (refer to stage 1 on this bid document)</b>	
<b><i>“Bidders must submit the following requirements; LGSETA will not award the contract to any bidder who do not comply with the following requirements and will at its discretion appoint”</i></b>	
	<ul style="list-style-type: none"> <li>• Proof of National Treasury database registration with Tax Compliant status.</li> <li>• A fully completed and signed Tender Document.</li> <li>• False declaration on SBD’s documents and any other fields that requires full compliant</li> <li>• Building Insurance (The building must be insured)</li> </ul>
<b>PRICING DETAIL</b>	
	SBD 3 - Pricing Schedule for the Duration of the Contract (SBD 3.1 - Firm Unit Pricing)
	<b>NOTE</b>
	<b>PRICES SUBMITTED FOR THIS BID WILL BE REGARDED AS NON-FIRM CONSISTING OF FIRM PRICES AT DATE OF BID SUBJECT TO ADJUSTMENT(S) IN TERMS OF THE FOLLOWING FORMULA, DEFINED AREAS OF COST AND DEFINED PERIODS.</b>
	Bidders must complete the section “Non-Firm Prices Subject to Escalation” if applicable and/or the section “Prices Subject to Rate of Exchange Variations” if applicable. Where neither of these sections are completed, the unit prices are deemed “Firm Unit Pricing”
	In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point
	Price quoted is fully inclusive of all costs including delivery to the specified LGSETA Business Unit geographical address and includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions, and skills development levies.
	Detailed information i.e. costed bill of quantities is optional and is provided as annexure to the details provided
	The LGSETA accepts no changes, extensions, or additional ad hoc costs to the pricing conditions of the contract once both parties have signed the contract.
	The amount should be inclusive of rates and taxes
	Schedule of Prices shall be completed and signed in black ink. Corrections must be done by deleting, rewriting and initialing next to the amendment. No correction ink is permitted in the document.
	Guarantees, warranties and replacement must be included
	Pricing is subject to the addition of Preference Points as stipulated in below - Standard Bidding Document 6.1 Preference claim form.
<b>WHERE QUANTITIES AND/OR SERVICES ARE REQUIRED AS AND WHEN NEEDED,</b>	

<b>THE ESTIMATION PRICE MODEL BELOW APPLIES (The quantities provided are for quoting purposes only)</b>
The LGSETA utilizes the following price model to model the elements that are not certain at time of pricing to allow for a fair, comparable, and objective price competition leading to the award of this contract. The actual usage during the management of the contract determines the final contract value.
<b>BID PRICE IN RSA RAND (ALL APPLICABLE TAXES INCLUDED)</b>
<b>Foreign exchange risk is for the account of the Bidder</b>
<i>Pricing Schedule Template (on following page):</i>

**Pricing Schedule Template**

**PART A**

The Bidder is required to specify the price fee to be charged per transaction as per the scope of work, this will be used for pricing evaluation purposes.

**The Bidder must thus complete the below schedule and return, (No separate schedules permitted): Failure to adhere to this or not submitting pricing schedule may result in automatic disqualification on pricing and preference evaluation stage.**

**Table 7 Pricing Schedule On Premises**

Name	Unit	Price per M <sup>2</sup>	Price ( Monthly )
Rentable area	M <sup>2</sup>		
Basement parking	Bays		
Open parking	Bays		
Water and Electricity			
Municipal Charges if applicable			
Rate and Taxes			
Any applicable charges			
Deposit ( If applicable)			
<b>Total ( Vat Excl) ( Monthly in year 1)</b>			
<b>Total ( VAT Inc) ( Monthly in year 1)</b>			

**Table 8**

Name	Price (Annually )
<b>Total ( VAT Incl) (Annual –Year 1)</b>	<b>VAT Inc.</b>
<b>Total (VAT Incl) (Annual-Year 2) Inc. Escalation..... %</b>	<b>VAT Inc.</b>

**Bidders must provide all-inclusive prices where VAT is applicable**



**PREFERENCE POINTS CLAIMED (SBD 6.1)**

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017**

In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points are awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

**The following preference point systems are applicable to all bids:**

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

the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

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

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

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

	<p>Failure on the part of a bidder to submit</p> <ul style="list-style-type: none"> <li>- a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or</li> <li>- a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) (Only Accountants certificate issued before 01<sup>st</sup> January 2017, will be accepted) or</li> <li>- a sworn affidavit with commissioner of Oath confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.</li> </ul>
	<p>The purchaser reserves the right to require either before adjudicate the bid or at any time subsequently of the bidder to substantiate any claim to preferences in any manner required.</p>
	<p>A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a valid BBEE certificate (South African Companies) if available or a sworn affidavit (SAPS) confirming Annual Total Revenue and Level of Black Ownership or a Companies and Intellectual Property Commission (CIPC) certificate stipulating Annual Total Revenue and Level of Black Ownership. A copy of the template for this affidavit is available on the Department of Trade and Industry website <a href="https://www.thedti.gov.za/gazette/Affidavit_EME.pdf">https://www.thedti.gov.za/gazette/Affidavit_EME.pdf</a></p> <p>A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA (<i>Only certificates issued in 2016 will be accepted, as CSD no longer accept certificate issued as from 1<sup>st</sup> of January 2017</i>) or a Verification Agency accredited by SANAS.</p> <p>A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, if the entity submits their B-BBEE status level certificate.</p> <p>A trust, consortium, or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, if the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.</p> <p>Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.</p> <p>A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.</p> <p>A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.</p> <p>A bidder is not allowed to cede the contract without the consent of the LGSETA. The formal giving up of rights, property, or territory to the third party must be approved by the LGSETA.</p>

<b>BID DECLARATION: B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF THE ABOVE TABLE:</b>	
B-BBEE Status level claimed	
Preference Points claimed	
<b>BID DECLARATION: SUB-CONTRACTING</b>	
Will any portion of the contract be sub-contracted?	YES / NO
If Yes, indicate:	
What percentage of the contract will be subcontracted?	
Names of the sub-contractor	
The B-BBEE status level of the sub-contractor	
Whether the sub-contractor is an EME?	YES / NO
<p>I/we, the undersigned, who is/are duly authorized to do on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I/we acknowledge that:</p> <ul style="list-style-type: none"> <li>• The information furnished is true and correct;</li> <li>• The preference points claimed are in accordance with the Preferential Procurement Policy Framework Act and its Regulations;</li> <li>• In the event of a contract being awarded as a result of points claimed as shown above, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;</li> </ul> <p>If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –</p> <ul style="list-style-type: none"> <li>• Disqualify the Bidder from the bidding process;</li> <li>• Recover costs, losses or damages it has incurred or suffered as a result of that Bidder's conduct;</li> <li>• 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;</li> <li>• Restrict the Bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding ten (10) years, after the audi alteram partem (hear the other side) rule has been applied; and forward the matter for criminal prosecution; and Forward the matter for criminal prosecution.</li> </ul>	



<p>The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium <sup>1</sup> will not be construed as collusive bidding</p>	
<p>In particular, without limiting the generality of paragraphs above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:</p> <ul style="list-style-type: none"> <li>a) Prices;</li> <li>b) Geographical area where product or service will be rendered (market allocation);</li> <li>c) Methods, factors or formulas used to calculate prices;</li> <li>d) The intention or decision to submit or not to submit, a Bid;</li> <li>e) The submission of a Bid which does not meet the specifications and conditions of the Bid;</li> <li>or</li> <li>f) Bidding with the intention not to win the Bid.</li> </ul>	
<p>In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this Bid invitation relates.</p>	
<p>The terms of this 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 the bid or to the signing of the contract.</p>	
<p>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</p>	
<b>DECLARATION</b>	
<p>I, the undersigned (NAME)..... certify that the information furnished above is correct.</p> <p>I accept that LGSETA may reject the bid or act against me in terms of Paragraph 23 of the General Conditions of Contract should this declaration prove to be false.</p>	
..... Signature	..... Date
..... Position	..... Name of bidder

<sup>1</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of contract

<b>SBD 8- DECLARATION OF BIDDER'S PAST SCM PRACTICE</b>	
Is the Bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? If Yes, furnish particulars as an attached schedule	YES/NO
Is the Bidder or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? If Yes, furnish particulars as an attached schedule:	YES/NO
Was the Bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? If Yes, furnish particulars as an attached schedule:	YES/NO
Was any contract between the Bidder and any organ of state terminated during the past five years because of failure to perform on or comply with the contract? If Yes, furnish particulars as an attached schedule:	YES/NO
The Database of Restricted Suppliers and Register for Tender Defaulters resides on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	
<b>DECLARATION</b>	
I, the undersigned (NAME).....certify that the information furnished above is correct.	
I accept that LGSETA may reject the bid or act against me in terms of Paragraph 23 of the General Conditions of Contract should this declaration prove to be false.	
..... Signature	..... Date
..... Position	..... Name of bidder
<b>SBD 4- DECLARATION OF INTEREST WITH GOVERNMENT</b>	
Any legal person, including persons employed by the State <sup>1</sup> , or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this invitation to Bid (includes an advertised competitive Bid, a limited Bid, a proposal or written price quotation). In view of possible allegations of favoritism, should the resulting Bid, or part thereof, be awarded to persons employed by the State, or to persons connected with or related to them, it is required that the Bidder or his/her authorised representative, declare his/her position in relation to the evaluating/adjudicating authority where: The Bidder is employed by the State; and/or The legal person on whose behalf the Bidding Document is signed, has a relationship with persons/s person who is/are involved in the evaluation and or adjudication of the Bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and/or adjudication of the Bid.	

In to effect to the, the following questionnaire must be completed and submitted with this bid:			
	Full Name of Bidder or his/her representative:		
	Identity Number:		
	Position occupied in the Company (director, trustee, shareholder, member):		
	Registration number of company, enterprise, close corporation, partnership agreement:		
	Reference Number:		
	VAT Registration:		
PLEASE COMPLETE BELOW AND SHOULD THE NUMBER OF MEMBERS EXCEEDS BELOW SPACE, KINDLY SUBMIT IN THE SAME FORMAT			
<b>Full details of directors / trustees / members / shareholders.</b>			
<b>Full Name</b>	<b>Identity Number</b>	<b>Personal Tax Reference Number</b>	<b>State Employee No / Persal No</b>
Are you or any person connected with the Bidder presently employed by the state? If so, furnish the following particulars in an attached schedule			YES / NO
Name of person/ director/ trustee/ shareholder/member			
Name of state institution at which you or the person connected to the Bidder is employed			
Position occupied in the state institution			
Any other particulars			
If you are presently employed by the State, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?			YES / NO
If Yes, did you attach proof of such authority to the Bid document?			
If No, furnish reasons for non-submission of such proof as an attached schedule			

<b>(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Bid.)</b>	
Did you or your spouse or any of the company's directors/ trustees /shareholders /members or their spouses conduct business with the State in the previous twelve months?	YES / NO
If so, furnish particulars as an attached schedule:	
Do you, or any person connected with the Bidder, have any relationship (family, friend, other) with a person employed by the State and who may be involved with the evaluation and or adjudication of this Bid?	YES / NO
If so, furnish particulars as an attached schedule:	
Do you or any of the directors/ trustees/ shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract?	YES / NO
If so, furnish particulars as an attached schedule:	

<b>SPECIAL CONDITIONS FOR MANAGING CONTRACTUAL OBLIGATIONS</b>	
<p><b>1. Contract Management</b></p> <p>1.1. The LGSETA manages this contract fairly and objectively in accordance to the terms and conditions set out in this document.</p> <p><b>2. Contract Manager</b></p> <p>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.</p> <p><b>3. Contract Communication</b></p> <p>3.1. The LGSETA communicates all communications in writing as well as through email.</p> <p>3.2. The LGSETA maintains all contract documentation, correspondence, etc. in a defined contract file open for inspection.</p> <p>3.3. The LGSETA states the contract number with secondary reference numbers i.e. purchase numbers on all communication, documentation such as purchase orders issued, etc. The LGSETA will consider any communication without the contract number on as not being legal communication between the parties and not enacted on by either party as a protection against fraud.</p> <p><b>4. Communicating "As and When" in terms of the specific contract clauses</b></p> <p>4.1. Where prices and/or availability need to be confirmed, a request for an updated detail quotation/information is issued;</p> <p>4.2. Where specific procurement items as specified in the contract are required, the LGSETA issues a purchase order stating the contract number for the requirement.</p> <p>4.3. Such purchase order has the following detail (s) (where this is not provided, the purchase order is not a valid communication in terms of this contract):</p> <p>4.3.1. Purchase Order Number</p> <p>4.3.2. Contract Number</p> <p>4.3.3. Quantity</p> <p>4.3.4. Description of the required procurement. Where detailed, reference must be made to the relevant technical document attached;</p> <p>4.3.5. Catalogue number if applicable;</p>	



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 such prices 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.

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

<b>CONTRACTED BIDDER</b>		
<p><b>1. Managing the Contract</b></p> <p>1.1. The contracted party manages this contract fairly and objectively in accordance to the terms and conditions set out in this document.</p> <p><b>2. Contract Manager</b></p> <p>2.1. The contracted party appoints a contract manager and notifies the LGSETA in writing of the name and contact details of the appointed contract manager.</p> <p><b>3. Communication</b></p> <p>3.1. The contracted party communicates in writing and through email.</p> <p>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.</p> <p><b>4. Managing Stages (if applicable), Delivery Scheduling (if applicable), Milestones (if applicable)</b></p> <p>4.1. Where different stages apply, the contracted party communicates in writing the commencement of the stage to the LGSETA.</p> <p><b>5. Health and Safety Requirements</b></p> <p>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.</p> <p>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).</p> <p>5.3. To this end, the contracted supplier shall make available to LGSETA the valid letter of good conduct and shall ensure that its validity does not expire while executing this bid.</p> <p>5.4. <b>[NOTE TO PREPARERS:]</b> Additional Health and Safety documentation can be required prior to commencement of the contract but mentioned at the bid stage. These include SHE Plan (Safety, Health and Environment Plan), SHE File 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.</p>		
<b>SERVICE PERFORMANCE LEVELS (MANDATORY)</b>		
<b>Service being Measured</b>	<b>Measurement</b>	<b>Maximum level</b>
Conformance to specifications	Technical Specification	Minimum conformance to the LGSETA requirements as detailed in Evaluation Criteria

## GENERAL CONDITIONS OF CONTRACT

In this document words in the singular also mean in the plural and vice versa, words in the masculine mean in the feminine and neuter, and words such as “will/should,” mean, “must”. The LGSETA cannot amend the National Treasury’s General Conditions of Contract (GCC). LGSETA appends Special Conditions of Contract (SCC) providing specific information relevant to a GCC clause directly below the specific GCC clause and where the LGSETA requires a SCC that is not part of the GCC, the LGSETA appends the SCC clause after all the GCC clauses. No clause in this document shall be in conflict with another clause.

### GCC1

#### 1. Definitions - The following terms shall be interpreted as indicated:

- 1.1. “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. “Contract” means the written 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 contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. “Country of origin” means the place where the goods were mined, grown, or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. “Day” means calendar day.
- 1.8. “Delivery” means delivery in compliance of the conditions of the contract or order.
- 1.9. “Delivery ex stock” means immediate delivery directly from stock actually on hand.
- 1.10. “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars, or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

	<p>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.</p> <p>1.14. "GCC" means the General Conditions of Contract.</p> <p>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.</p> <p>1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.</p> <p>1.17. "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.</p> <p>1.18. "Manufacture" means the production of products in a factory using labour, materials, components, and machinery and includes other related value- adding activities.</p> <p>1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20. "Project site," where applicable, means the place indicated in bidding documents.</p> <p>1.21. "Purchaser" means the organization purchasing the goods.</p> <p>1.22. "Republic" means the Republic of South Africa.</p> <p>1.23. "SCC" means the Special Conditions of Contract.</p> <p>1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.</p> <p>1.25. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.</p>
<b>GCC2</b>	<b>2. Application</b>
	<p>2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2. Where applicable, special conditions of contract are also laid down to, cover specific supplies, services or works.</p> <p>2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>

<b>GCC3</b>	<b>3. General</b>
	<p>3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>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 <a href="http://www.treasury.gov.za">www.treasury.gov.za</a></p>
<b>GCC4</b>	<b>4. Standards</b>
	4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
<b>GCC5</b>	<b>5. Use of contract documents and information</b>
	<p>5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>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.</p> <p>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.</p>
<b>GCC6</b>	<b>6. Patent rights</b>
	6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

<b>GCC7</b>	<b>7. Performance security</b>
	<p>7.1. Within thirty days (30) of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.</p> <p>7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <p>7.3.1. bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or</p> <p>7.3.2. a cashier's or certified cheque</p> <p>7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.</p>
<b>GCC8</b>	<b>8. Inspections, tests and analyses</b>
	<p>8.1. All pre-bidding testing will be for the account of the bidder.</p> <p>8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the LGSETA or an organization acting on behalf of the LGSETA.</p> <p>8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests, or analyses shall be defrayed by the supplier.</p> <p>8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p>

	<p>8.7. Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</p> <p>8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p>
<b>GCC9</b>	<b>9. Packing</b>
	<p>9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.</p>
<b>GCC10</b>	<b>10. Delivery and Documentation</b>
	<p>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.</p> <p>10.2. Documents to be submitted by the supplier are specified in SCC.</p>
<b>GCC11</b>	<b>11. Insurance</b>
	<p>11.1. The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.</p>
<b>GCC12</b>	<b>12. Transportation</b>
	<p>12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>
<b>GCC13</b>	<b>13. Incidental services</b>
	<p>13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p>

	<p>13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;</p> <p>13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;</p> <p>13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</p> <p>13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and</p> <p>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.</p> <p>13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.</p>
<b>GCC14</b>	<b>14. Spare parts</b>
	<p>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:</p> <p>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,</p> <p>14.1.2. in the event of termination of production of the spare parts:</p> <p>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</p> <p>14.1.2.2. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
<b>GCC15</b>	<b>15. Warranty</b>
	<p>15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p> <p>15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p>



	<p>15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p>
	<p>15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.</p>
<b>GCC16</b>	<b>16. Payment</b>
	<p>16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4. Payment will be made in Rand unless otherwise stipulated in SCC</p>
<b>GCC17</b>	<b>17. Prices</b>
	<p>17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p>
<b>GCC18</b>	<b>18. Contract amendment</b>
	<p>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.</p>
<b>GCC19</b>	<b>19. Assignment</b>
	<p>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.</p>
<b>GCC20</b>	<b>20. Subcontract</b>
	<p>20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract</p>

<b>GCC21</b>	<b>21. Delays in supplier's performance</b>
	<p>21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> <p>21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.</p> <p>21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p>
<b>GCC22</b>	<b>22. Penalties</b>
	<p>22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.</p>

<b>GCC23</b>	<b>23. Termination for default</b>
	<p>23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p> <p style="padding-left: 40px;">23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract,</p> <p style="padding-left: 40px;">23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or</p> <p style="padding-left: 40px;">23.1.3 if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p> <p>23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, 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.</p> <p>23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.</p> <p>23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.</p> <p>23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.</p>

	<p>23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <p>23.6.1. the name and address of the supplier and / or person restricted by the purchaser;</p> <p>23.6.2. the date of commencement of the restriction</p> <p>23.6.3. the period of restriction; and</p> <p>23.6.4. the reasons for the restriction.</p> <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p> <p>23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.</p>
<b>GCC24</b>	<b>24. Anti-dumping and countervailing duties and rights</b>
	<p>24.1. When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.</p>
<b>GCC25</b>	<b>25. Force Majeure</b>
	<p>25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p>

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

<b>GCC29</b>	<b>29. Governing language</b>
	29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
<b>GCC30</b>	<b>30. Applicable law</b>
	30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>GCC31</b>	<b>31 Notices</b>
	31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice. 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
<b>GCC32</b>	<b>32. Taxes and duties</b>
	32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 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
<b>GCC33</b>	<b>33 National Industrial Participation (NIP) Programme</b>
	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.
<b>GCC34</b>	<b>34. Prohibition of restrictive practices</b>
	34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). 34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

	<p>34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.</p>
<b>BID SCC 1</b>	<b>1. Delivery and Documentation</b>
	<p>1.1. All deliveries or despatchers must be accompanied by a delivery note stating the official order against which the delivery has been effected.</p> <p>1.2. Deliveries not complying with the order will be returned to the contractor at the contractor's expense.</p> <p>1.3. The LGSETA is under no obligation to accept any quantity which is in excess of the ordered quantity.</p> <p>1.4. The supplier provides the following documentation per delivery:</p> <p>1.4.1 Manufacturer's Warranty Certificates per machine; these Warranty Certificates must include, but is not limited to, the following information:</p> <ul style="list-style-type: none"> <li>• Hardware information and serials numbers.</li> <li>• Warranty agreement with warranty numbers.</li> <li>• Warranty period.</li> <li>• Manufacturer's South African support contact details.</li> </ul> <p>1.5. LGSETA representative verifies both delivery and performance prior to signing a certificate of delivery / installation / progress milestone / commissioning evidencing such performance.</p> <p>10.6. The Contractor must ensure such signed approved verification accompanies the subsequent supplier invoice.</p>
<b>BID SCC 2</b>	<b>2. Incidental Services</b>
	<p>Additional incidental services to those listed in clause GCC13.1 above are the following:</p> <p>2.1. The LGSETA may procure additional license, ad hoc development and consulting services from the successful bidder during the solution implementation period. These ad hoc developments and consulting services include, but are not limited to, additional solution development and technical support and maintenance After the solution implementation period has lapsed, maintenance services will be solicited on an open quotation basis.</p>

<b>BID SCC 3</b>	<b>Method and conditions of Payment</b>
	<p>3.1. The LGSETA only accepts invoice supported by signed delivery documents in accordance with this contract as valid payment requests.</p> <p>3.2. The other party submits the above invoices to the appointed contract manager for submission to the respective finance unit.</p> <p>3.3. The LGSETA does not settle invoices for outstanding goods or Services.</p> <p>3.4. Payment is made in the South African Rands.</p>
<b>BID SCC 4</b>	<b>Prices</b>
	<p>4.1. All adjustments to unit prices must be specified on the SBD3.2 and apply in accordance with the terms set in the SBD3.2. Applications for price adjustments must have the documentary evidence set for each adjustment in the SBD3.2 to support of any adjustment. Unit price adjustments will only apply once the LGSETA has approved in writing the application.</p> <p>4.2. Where Cost Price Adjustments (CPA) are applicable and justifiable, the bidder must declare this in the SBD3.2 for these to apply.</p> <p>4.3. Incidental services that are not specified in the SBD3.2 are adjusted as set out in clause GCC13.2</p> <p>4.4. Contract management verifies all cost adjustment applications prior to giving approval.</p>
<b>BID SCC 5</b>	<b>Intellectual property provided in the bid invitation</b>
	<p>5.1. The ownership and intellectual property rights of all designs, specifications, programming code and all other documentation provided by the LGSETA to the Bidder, both successful and unsuccessful, remain the property of the LGSETA.</p>
<b>BID SCC 6</b>	<b>Intellectual property contained in the deliverables</b>
	<p>6.1. The ownership and intellectual property rights of all designs, specifications, programming code and all other documentation required as part of the delivery to the LGSETA reside with the LGSETA.</p>
<b>BID SCC 7</b>	<b>Third Party Warranty</b>
	<p>7.1. Where the contracted party sources goods or services from a third party, the contracted party warrants that all financial and supply arrangements are agreed between the contracted party and the third party.</p>
<b>BID SCC 8</b>	<b>Third Party Agreements</b>
	<p>8.1. No agreement between the contracted party and the third party is binding on the LGSETA.</p>



<b>BIDDERS DETAIL RESPONSE FORMING PART OF CONTRACT</b>																						
<b>1</b>	<b>Proposal to Technical Specification</b>																					
<b>BIDDERS DETAIL PRICE SCHEDULES</b>																						
<b>2</b>	<b>SBD 3 as set out in this document</b>																					
<b>BID SUBMISSION CERTIFICATE FORM - (SBD 1)</b>																						
	I hereby undertake to supply all or any of the goods, works, and services described in this procurement invitation to the LOCAL GOVERNMENT 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.																					
	<p><b>The following documents are deemed to form and be read and construed as part of this offer / bid even where integrated in this document:</b></p> <table border="1"> <tbody> <tr> <td>1.</td> <td>Invitation to Bid (SBD 1)</td> <td>Specification(s) set out in this Bid Invitation inclusive of any annexures thereto</td> </tr> <tr> <td>2.</td> <td rowspan="2">Bidder's responses to specifications, capability requirements and capacity as attached to this document</td> <td>Pricing Schedule(s) (SBD3) including detailed schedules attached</td> </tr> <tr> <td>3.</td> <td>CSD Compliance status as per CSD report form</td> </tr> <tr> <td>4.</td> <td>Declaration of Interest (SBD4);</td> <td>Independent Price Determination (SBD 9)</td> </tr> <tr> <td>5.</td> <td colspan="2">Preference (SBD 6.1) claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017 (SBD6.1) and the BBEE certificate</td> </tr> <tr> <td>6.</td> <td>Declaration of Bidder's past SCM practice (SBD 8)</td> <td>Conditions of contract as set out in this document (GCC)</td> </tr> <tr> <td>7.</td> <td>NIPP Obligations (SBD 5) where applicable</td> <td>Local Content Certification (SBD 6.2) where applicable</td> </tr> </tbody> </table>		1.	Invitation to Bid (SBD 1)	Specification(s) set out in this Bid Invitation inclusive of any annexures thereto	2.	Bidder's responses to specifications, capability requirements and capacity as attached to this document	Pricing Schedule(s) (SBD3) including detailed schedules attached	3.	CSD Compliance status as per CSD report form	4.	Declaration of Interest (SBD4);	Independent Price Determination (SBD 9)	5.	Preference (SBD 6.1) claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017 (SBD6.1) and the BBEE certificate		6.	Declaration of Bidder's past SCM practice (SBD 8)	Conditions of contract as set out in this document (GCC)	7.	NIPP Obligations (SBD 5) where applicable	Local Content Certification (SBD 6.2) where applicable
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I confirm that I have satisfied myself as to the correctness and validity of my offer / bid in response to this Bid Invitation; that the price(s) and rate(s) quoted cover all the goods, works and services specified in the Bid Invitation; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this Bid Invitation as the principal liable for the due fulfilment of the subsequent contract if awarded to me.

I declare that I have had no participation in any collusive practices with any Bidder or any other person regarding this or any other Bid.

I certify that the information furnished in these declarations (SBD4, SBD6.1, SBD8, SBD9) is correct and I accept that the LGSETA may reject the Bid or act against me should these declarations prove to be false.

I confirm that I am duly authorised to sign this offer/ bid response.

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