



# MORETELE LOCAL MUNICIPALITY

## INVITATION TO TENDER

**BID NO: MLM/PMS/SYSTEM/2022-25**

### **APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION AND EMBEDDING OF AUTOMATED PERFORMANCE MANAGEMENT SYSTEM FOR A PERIOD OF 36 MONTHS.**

**NAME OF BIDDER:** \_\_\_\_\_

\_\_\_\_\_

**TOTAL BID PRICE (Incl. VAT)**

**R** \_\_\_\_\_

**BID DOCUMENT FEE Receipt No:** \_\_\_\_\_ **(Attach documentary proof)**

## FOREWORD

This document consists of three volumes clustered to form a bid and contract namely:

### 1. BIDDING PROCEDURES

This volume contains the bid notice and invitation describing the nature of training works required as well as the bid date outlining the conditions of bid to be complied with by every bidder submitting a bid.

### 2. RETURNABLE DOCUMENTS

This volume contains the returnable schedules and forms to be completed by each bidder for the purpose of evaluating Bids and which will subsequently form part of a contract between successful Bidder and the Employer.

### 3. THE CONTRACT

This volume consists of nine (9) parts, namely:

- (a) Scope of Work (Project Specifications)
- (b) Pricing schedule
- (c) Evaluation criteria
- (d) Authority to signature
- (e) General conditions of contract
- (f) Declaration of interest – MBD4
- (g) Declaration of the bidder's past supply chain management practices – MBD8
- (h) Form of Offer and Acceptance
- (i) Annexures

### ***IMPORTANT NOTE***

***Each Bidder must complete the BID SUMMARY PAGE for BID opening purposes following hereafter.***

# 1. BID SUMMARY PAGE: DETAILS OF BIDDER

Name of firm/entity/enterprise	
Trading as(if different from above)	
Postal Address	
Physical Address	
<b>Contact details of the Bidder proposed Project Manager who will represent the Bidder in the implementation processes</b>	Name & Surname: _____ Telephone: (        ) _____ Fax: (        ) _____ Cell phone: _____ E-mail Address: _____
Company Income Tax number	
VAT Registration number	
Company Registration number	
Provide any other Professional Registration applicable to this industry	
Bidder's Banking details	Name of Bank: _____ Branch name: _____ Branch code: _____ Account No: _____

# VOLUME 1

# 1. BIDDING PROCEDURES

## 1.1 BID NOTICE AND INVITATION

### BID No. MLM/PMS/SYSTEM/2022-25

Bids are hereby invited for the **APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION AND EMBEDDING OF AUTOMATED PERFORMANCE MANAGEMENT SYSTEM FOR A PERIOD OF 36 MONTHS.**

Bid documents with detailed bid specifications and detailed information are obtainable at the **Finance Department of the Moretele local Municipality, 4065 B Mathibestad from 12H00 on 04 July 2022.**

A non-refundable deposit of **R500-00 (Five hundred rand only)** payable is required on collection of the bid documents.

Sealed Bids clearly marked **“BID No. MLM/PMS/SYSTEM/2022-25 “APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION AND EMBEDDING OF AUTOMATED PERFORMANCE MANAGEMENT SYSTEM FOR A PERIOD OF 36 MONTHS”** must be placed in the Bid box situated at the Finance Department at the offices of the **MORETELE LOCAL MUNICIPALITY, 4065 B MATHIBESTAD**, on or before **15 July 2022 at 12H00** at which time the Bids will be opened in public. Compulsory briefing will not be applicable to this bid. If the bid is late, it will not be accepted for consideration. Bids that are not fully completed and initialled in each page will be disqualified. Please note that dismantling of Bid document will result in automatic disqualification of a Bidder

Moretele Local Municipality does not bind itself to accept the lowest or any bid and the Municipality reserves the right to accept the whole or part of any bid and further reserves the right to re-advertise if it so wishes to.

Bids will be evaluated according to 80/20 Preferential Procurement Policy Framework Act. Bids will be adjudicated according to Moretele Local Municipality's Supply Chain Management Policy, the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) and the Preferential Procurement Regulations 2011, as well as the broad Based Black Economic Empowerment Act (Act 53 of 2003). Shortlisted Bidders will be required to make presentation to the Bid committee before final appointment is made. Site inspection will be conducted by the Municipality to validate availability of the Vehicles and Specialized equipment required.

Supply chain Enquiries may be directed to **Ms Modiegi Phenya at (012)716 1414**, Technical Enquiries may be directed to **Mr J Mothapo at (012)716 1377 or email: [jonathan.mothapo@moretele.gov.za](mailto:jonathan.mothapo@moretele.gov.za)**

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**Municipal Manager: Mr S NGWENYA**  
**Moretele Local Municipality**

# **VOLUME 2**

## **(RETURNABLE DOCUMENTS)**

## **RETURNABLE SCHEDULES, FORMS, CERTIFICATES AND DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES**

1. Valid original SARS Tax clearance certificate OR Tax Pin (in the case of a joint venture, each company to submit Tax Certificate).
2. Company profile
3. Certified Identity Document of Director(s)
4. Key personnel Curriculum Vitae and certified copies of qualification attached
5. Company registration document
6. Failure to attach a copy of a valid signed Joint Venture/Consortium agreement (if applicable) to the bid document
7. Certified B-BBEE Status Level Validation Certificate (or in the case of a joint venture, a consolidated Certificate must be submitted)
8. Municipal rates and taxes not older than three months/Letter of good standing/Lease agreement of both the Director and Company
9. Authority of signatory
10. Proof of purchase for tender documents
11. Proof of Bidders banking details
12. Bank rating confirmation
13. Bidder's Audited Financial statement for the past one year
14. CSD summary report not older than 1 month. Moretele Local Municipality will retrieve CSD report on closing day to verify compliance.
15. Form of offer

# **VOLUME 3**

# **(THE CONTRACT)**



## **T.1.2 BID DATA**

The Standard Conditions of Bid make several references to the Bid Data for details that apply specifically to this Bid. The Bid Data shall have precedence in the interpretation of any AMBIGUITY OR INCONSISTENCY between it and the standard conditions of Bid. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Bid to which it mainly applies

**The following variations, amendments and additions to the Standard Conditions of Bid as set out in the Bid Data below shall apply to this Bid.**

### **F.1 GENERAL**

#### **F.1.1 Actions**

The Employer and each Bidder submitting a bid offer shall comply with the conditions of bid. In dealing with each other, they shall discharge their duties and obligations, as set out in F.2 and F.3, timeously and with integrity, and behave equitably honestly and transparently.

#### **F.1.2 BID documents**

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.

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 provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.

The provider may be required to provide any or all of the following services, including additional services, if any: (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods.

- (b) Famishing of tools required for assembly and/or maintenance of the supplied goods.
- (c) Famishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

performance or supervision or maintenance and/or repair of the supplied goods, for a period agreed by the parties, provided that this service shall not relieve the provider of any warranty obligations under this contract; and training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

### **F.1.3 Interpretation**

**F.1.3.1** The BID data and additional requirements contained in the BID schedules that are included in the returnable documents are deemed to be part of the conditions of BID.

**F.1.3.2** The conditions of BID, the BID data and BID schedules which are only required for BID evaluation purposes, shall not form part of any contract arising from the invitation of BID.

### **F.1.4 Communication and Employer's representative**

Add the following:

The employer's representative, for the purposes of any communication between the employer and Bidder is:

Name: **Mr J MOTHAPO**

Address: 4065 B MATHIBESTEAD

Tel: (012) 716 1300

E-mail: [jonathan.Mothapo@Moretele.gov.za](mailto:jonathan.Mothapo@Moretele.gov.za)

Each communication between the employer and Bidder shall be to or from the employer's representative only, and in a form that can be read, copied, and recorded. Writing shall be in English language. The employer shall not take any responsibility for non-receipt of communication from or by a Bidder. The name and contact details of the employer's representative are stated in the bid.

### **F.1.5 The employer's right to accept or reject any BID offer**

**F.1.5.1** The employer may accept or reject any variation, deviation, Bid offer, or alternative bid offer, and may cancel the bid process and reject offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a Bidder for such cancellation and rejection but will give written reasons for such action upon written request to do so.

**F.1.5.2** The employer may not subsequent to the cancellation or abandonment of a bid process or the rejection of all responsive bid offers re-issue a bid covering substantially the same \scope of work within a period of six months unless only one bid was received and such bid was returned unopened to the Bidder.

### **F1.6 Broad-Based Black Economic Empowerment (B-BBEE) Status Level Certificate**

Bidders must attach to the bid the **Broad-Based Black Economic Empowerment** Status Level Certificate of the Bidding Company and/or Joint Venture Partners.

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

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that 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.

Only B-BBEE status level certificates issued by the following institutions / agencies are valid:

- Verification Agencies accredited by the South African National Accreditation System (SANAS);  
or
- Registered Auditors approved by the Independent Regulatory Board of Auditors (IRBA) in accordance with the approval granted by the Department of Trade and Industry.

## **F.2 BIDDER`S OBLIGATIONS**

### **F.2.1 Eligibility**

Only those Bidders who satisfy the following criteria are eligible to submit BIDs:

F.2.1.1 Bid offers will only be accepted if the Bidder has in his/her possession an original valid Tax Clearance Certificate issued by SARS.

F.2.1.2 The Bidder or any of its directors is not listed on the Register of Defaulters in terms of the Prevention and Combating of Corruption Activities Act of 2004 as a person prohibited from doing business with the public sector.

F.2.1.6 The Bidder has not:

- a) abused the employer`s Supply Chain Management System; or
- b) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months
- c) failed to perform on any previous contract and has been given a written notice to this effect;

F.2.1.7 The Bidder has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Bidder`s ability to perform the contract in the best interest of the employer or potentially compromise the bid process.

F.2.1.8 Bids shall be for the full scope of the services required. Bids received for partial services will be rejected.

### **F.2.2 Cost of Bidding**

Accept that the employer will not compensate the Bidder for any costs incurred in the preparation and submission of a bid offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

### **F.2.3 Check documents**

Check the bid documents on receipt for completeness and notify the employer of any discrepancy or omission.

### **F.2.4 Reference documents**

Obtain, as necessary for submitting a bid offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the bid documents by reference

**F.2.5 Confidentiality and copyright of document**

Treat as confidential all matters arising in connection with the bid. Use and copy the document as issued by the employer only for the purpose of preparing and submitting a bid offer in response to the invitation.

**F.2.6 Acknowledge addenda**

Acknowledge receipt to addenda to the bid documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the Bid Data, in order to take the addenda into account.

**F.2.7 Site visit and clarification meeting**

A compulsory brief meeting is not applicable to this bid.

**F.2.8 Seek Clarification**

Request clarification of the bid document, if necessary, by notifying the employer at least five working days before the closing time stated in the bid data.

**F.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The Bidder is advised to seek qualified advice regarding insurance.

**F.2.10 Pricing the Bid offer**

F.2.10.1 Including in the rates, prices, and the Bid total of the prices (if any) all duties, taxes (except value added tax (VAT), and other levies payable by the successful Bidder/s, such duties ,taxes and levies being those applicable 14 days before the closing time stated in the Bid data

F.2.10.2 Show VAT payable by the employer separately as an addition to the bid total.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of Contract identified in the contract data. Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract data

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the Bid data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

**F.2.11 Alterations to documents**

Not make any alterations or additions to the bid documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the Bidder. All signatories to the bid offer shall initial all such alterations. Erasures and the use of making fluid are prohibited

**F.2.12 Alternative BID offers**

- F.2.12.1 Submit alternative bid offers only if a main bid offer, strictly in accordance with all the requirements of the bid documents, is also submitted. The alternative bid offer is to be submitted with the main bid offer together with a schedule that compares the requirements of the bid documents with the alternative requirements the bid proposes
- F.2.12.2 Accept that an alternative bid offer may be based only on the criteria stated in the Bid data or criteria otherwise acceptable to the employer.

**F.2.13 Submitting a Bid offer**

- F.2.13.2 Replace sub clause F.2.13.2 with the following:

Return all returnable documents to the employer after completing them in their entirety, **in non-erasable black ink.**

- F.2.13.4 The bid shall be signed by the person authorized to do so. Bids submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorized to represent and obligate it , the participation of the several firms forming joint venture, and any other information necessary to permit a full appraisal of its functioning.
- F.2.13.6 A two –envelope procedure will not be followed.
- F.2.13.9 The fact of the submission to the employer of a bid shall deemed to constitute an agreement between the Bidder and the Employer whereby such bid shall remain open for acceptance by the employer for a period of 90 days from the date on which bid are, in terms of the advertisement calling for bids, returnable, during which period the Bidder agrees not to withdraw the same or impair or derogate from its effect.
- F2.13.10 Until such time as copies of the Agreement have been duly completed by both parties, the Bidder shall be bound by the terms of Agreement constituted by his bid and the employer's acceptance thereof.

**F.2.14 Information and data to be completed in all respects**

Accept that bid offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

**F.2.15 Closing date and time**

**15 July 2022 at 12H00**

F.2.15.1 The employer shall not accept bid offers submitted by telegraph, telefax, facsimile or e-mail, unless stated otherwise in the bid data.

**F.2.16 Bid offer validity**

The valid period of this bid shall remain valid and binding for a period of ninety (90) days calculated from the closing date.

**F.2.17 Clarification of bid offer after submission**

A bid may be rejected as non-responsive if the Bidder fails to provide clarification requested by the employer within the time for submission stated in the employer's written request.

A bid may be rejected if the unit rates or lump sums of the items in the bills/schedules of quantities are, in the opinion of the employer, unreasonable or out of proportion, and the Bidder fails within a period of seven days of having been notified in writing by the employer to justify any specific rates or lump sums (i.e. to provide a financial breakdown of how much rates or sums were obtained) or to adjust the unit rates or lump sums for such items while retaining the total of the price unchanged.

**F.2.19 Inspections, testes and analysis**

Provide access during working hours to premises for inspection, tests and analysis as provided for in the data.

**F.2.20 Submit securities, bonds, policies, etc.**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

**F.2.21 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract

**F.2.23 Certificates**

Bidders shall be registered and in good standing with the South African Revenue Services (SARS) AND SHALL SUBMIT DOCUMENTARY Proof in the form of an Valid Tax Clearance Pin issued by SARS. Failure to provide Valid Tax Pin may prejudice the BID and it may be rejected for such reason.

**F.2.23.2** In case of joint venture a valid Tax Pin must be submitted by both each company.

### **F.3 EMPLOYER`S UNDERTAKINGS**

#### **F.3.1 Respond to clarification**

Respond to a request for clarification received up to a day before to the bid closing time stated in the bid data and notify all Bidders who drew procurement documents.

#### **F.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the Bid documents to each Bidder during the period from the date of the bid documents are available until seven days before the bid closing time stated in the bid data.

#### **F.3.3 Return late bid offer**

Return bid offers received after the closing time stated in the Bid Data, unopened (unless it is necessary to open a bid submission to obtain a forwarding address), to the Bidder concerned.

#### **F.3.4 Opening of Bid submissions**

##### **F.3.4.1** The time and location for opening of the bid offers are:

Time : 12h00 on the 15 July 2022

Location : Moretele Local Municipality 4065 B, Mathibestad.

Bids will be opened immediately after the closing time for bids at 12h00.

#### **F.3.5 Two-envelope system not applicable**

F.3.5.1 Not applicable to this bid.

F.3.5.2 Evaluate the quality of the technical proposal offered by Bidders, then advise Bidder who remain in contention or the award of the contract of the time and place when the financial proposal will be opened. Open only the financial proposal of Bidders, who score in the quality evaluation more than the minimum number of points for quality stated in the Bid data, and announce the score obtained for the technical proposal and the total price and any preferences claimed. Return unopened financial proposal to Bidders whose technical proposal failed to achieve the minimum number of points for quality.

#### **F.3.6 Non-disclosure**

Not disclosure to Bidders or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of bid offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful Bidder.



### **F.3.7 Grounds for rejection and disqualification**

Determine whether there has been any effort by a Bidder to influence the processing of bid offers and instantly disqualify a Bidder (and his bid offer) if it is established that the he engaged in corrupt or fraudulent practices.

### **F.3.8 Test for Responsiveness**

Bids will be adjudicated according to the Employer's Supply Chain Management Policy, applicable procurement for goods and services in line with both the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and the Broad-Base Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).

This bid will also be evaluated according to '**Functionality**', i.e. according to predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service or commodity. This bid is termed a major contract in terms of the policy and the point system that will be applied is 80/20, relating to preference and price points respectively and as is fully described in the bid document.

## **3.3 OVERVIEW ON EVALUATION PROCESS**

### ***Method 4 – Financial, Quality and Preference Offer***

- 1) Score quality, rejecting all bids offers that fail to score the minimum number of points for quality stated in the bid.
- 2) Score bid evaluation points for financial offer.
- 3) Confirm that Bidders are eligible for the preferences claimed, and if so, score bid evaluation points for referencing.
- 4) Calculate total bid evaluation points.
- 5) Rank bid offers from the highest number of bid evaluation points to the lowest.
- 6) Recommended Bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so. In the event that two or more bidders score equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE. However, when functionality is part of the valuation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

### 3.3.1 STAGE EVALUATION

#### **Stage 1 - Responsiveness**

All bids will on, opening and before detailed evaluation, are tested whether each bid offer properly received:

- a) Meets the requirements of these Conditions of bid,
- b) Has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the bid documents.

#### **Items of key importance to be addressed in the test for responsiveness are:**

1. Valid original SARS Tax clearance certificate OR Tax Pin ((in the case of a joint venture, each company to submit Tax Certificate OR Tax Pin).
2. Company profile
3. Certified Identity Document of Director(s)
4. Key personnel Curriculum Vitae and certified copies of qualification attached
5. Company registration document
6. Failure to attach a copy of a valid signed Joint Venture/Consortium agreement (if applicable) to the bid document
7. Certified B-BBEE Status Level Validation Certificate (in the case of a joint venture, a consolidated certificate must be submitted)
8. Municipal rates and taxes not older that three months/Letter of good standing/Lease agreement for both the director and company
9. Attach authority of signatory
10. Proof of purchase for tender documents
11. Proof of Bidders banking details
12. Bidder's Audited Financial statement for the past one year

#### **Stage 2 – Responsiveness**

- Shortlisted bidders will be expected to prepare at least 30 minutes presentation detailing their Good practices and Methodology in relation to the project before final award is made.
- The prospective bidder will have to incorporate comprehensive client awareness strategy in the presentation.

**Bids will be considered non-responsive if inter-alia:**

- The Bidder has dismantled the bid document.
- The bid is not in compliance with the full scope of work
- The bidder has not completed and/or signed the offer portion in the tender document.
- The Bidder has failed to clarify or submit any supporting documentation within the time for submission in the employer's written request.

**3.3.2. Clarification of a bid offer**

Obtain clarification from a Bidder on any matter that could give rise to ambiguity in a contract arising from a bid offer.

**3.3.3 Evaluation of Bids**

The procedure for the evaluation of responsive bid is **Method 4**. The total score for financial offer, quality and preference will be calculated as follows:

$N_T = W_c + N_p$  where,

$N_T$  = Total score awarded to the Bidder(s) under consideration (max 100)

$W_c$  = Score for Quality and Financial offer (90)

$N_p$  = Score for preferences (max 10)

**NOTE:** If, after bids have been brought to comparative level, two or more bids score equal total evaluation points, the recommended Bidder shall be one scoring the highest number of preference points.

**A AREAS TO BE INCLUDED IN EVALUATION PROCESS RELEVANT EXPERTISE**

The Schedule of Relevant Expertise must be completed, detailing the proposed service provider team/ individuals (including identification of any sub-consultants if applicable) as follows:

- Names: with team/ project leader and main contact person clearly identified, and professional registration with prescribed institutions.
- CV`s of each team member identified must be submitted with the Bid.
- List of recent work undertaken in similar/related fields during the last past 10 years. It is essential that suitably qualified and experienced personnel be assigned to this project.

## **B PREVIOUS EXPERIENCE**

The schedule of previous experience listing recent previous work of a similar nature undertaken by the firm or individuals. Provide proof of relevant experience from five referees.

### **The Evaluation Criteria for Functionality and Quality are as follows:**

For applications to pre-qualify a minimum of **70 Points (Siventy Points)** for **FUNCTIONALITY and QUALITY** must be attained by the Bidder.

**NB: Moretele Local Municipality will verify all information submitted in terms of this proposal and any information that is incorrect will result in that bid being automatically disqualified and not considered further.**

**Bids that do not obtain a minimum score of 70% after evaluation will be disqualified and will not be evaluated further on price and BBBEE points.**

The 80/20 principle will apply in terms of the Preferential Procurement Policy Framework Act 5 of 2000. 80 Points will be allocated to price and 20 Points will be allocated to the BBBEE contribution level

## **Technical Evaluation Criteria**

We would propose the following performance evaluation criteria:

### **4.1 Provision of Automated Management System. : Weighting % : 30%**

This criteria shall focus on an assessment of the scope and functionality of the automated system to support the automation of the performance management process at the Municipality over the short and long term (>10years)

Score Rating	Description of Score Rating	Score
05	Approach and Methodology does not meet Requirements	
10	There are gaps to requirements	
15	Fulfil Requirements to automate Performance Management Process	

20	Clear demonstration of enhanced capabilities /provision of the system to meet requirements and support achievement of District Developmental Model	
30	Clear demonstration of system being able to support long term 4 <sup>th</sup> Industrial Technology strategy and plans for the Municipality with implementation of District Development Model .	

**4.2 Overall Experience with Implementation of Performance Management Systems. : Weighting % : 30%**

This criteria shall focus on an assessment of experience of the Service Provider with implementation and embedding with Performance Management Systems.

Score Rating	Description of Score Rating	Score
0	No experience with regards to implementation of automated performance management systems	
10	1-2 years' experience with Traceable Written References and Written References of Performance Management System Implementation	
15	Up to 3 years' experience with Traceable Written References and Written References of Performance Management System Implementation	
20	Between 4-5 years' experience with Traceable References and Written References of Performance Management System Implementation within a District and Local Municipal Planning Structures	
30	More than 6 years' experience with Traceable References and Written References of Performance Management System Implementation within a District and Local Municipal Planning Structures	

**3.3 Approach and methodology. : Weighting % : 20%**

This criteria shall focus on an assessment of the proposed methodology and approach with regards to Change Management, Capacity Building, Leadership development and Transfer of Skills .(Attach Screen Shoots of the System)

Score Rating	Description of Score Rating	Score
0	System Requirements does not meet Requirements	
05	There are gaps to requirements	
10	Approach and Methodology shall meet requirements to implement and embed Performance Management System	
15	Clear demonstration of innovative approach proposed to Change Management, Capacity Building, Leadership Development and Transfer of Skills and implementation of District Development Model	
20	Traceable and written references of implementation of pioneering application of innovative approach and methodology with Change Management, Capacity Building, Leadership Development and Transfer of Skills and implementation of District Development Model	

**3.4 Project Team. : Weighting % : 20%**

This criteria shall focus on an assessment of the Project Team proposed that will be responsible for the planning, implementation and embedding of the scope of work for the project.

Rating	Description	Score
0	Project Leader and Team Members do not have experience of Performance Management System Implementation	
05	Project Leader and Team Members have up to 2 years of experience of Performance Management System Implementation (Names , Cell Phone Numbers and email address must be provided for Traceable Client References )	
10	Project Leader and Team Members have up to 5 years of experience of Performance Management System Implementation	

	(Names , Cell Phone Numbers and email address must be provided for Traceable Client References )	
15	Project Leader and Team Members have up to 9 years of experience of Performance Management System Implementation with regards to District and Local Municipal Planning  (Names , Cell Phone Numbers and email address must be provided for Traceable Client References )	
20	Project Leader and Team Members have more than 10 years of experience of Performance Management System Implementation with specific experience in District and Local Municipal Planning  (Names , Cell Phone Numbers and email address must be provided for Traceable Client References )	

**4.3.1 BBBEE points in terms of the Preferential Procurement Policy Framework Act Regulations will be allocated as follows:**

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (80/20 system)</b>
1	20
2	18
3	16
4	10
5	8
6	6
7	4
8	2
Non-compliant contributor	0

**NB: Moretele Local Municipality will verify all the information submitted in terms of this bid and any information that is incorrect will result in that bid being automatically disqualified and not considered further.**

**3.4 AUTHORITY TO SIGNATURE**

Indicate the status of the Bidder by ticking the appropriate box hereunder. The Bidder must complete the certificate set out below for the relevant category.

(I) Company	(II) Close Corporation	(III) Partnership	(IV) Joint Venture	(V) Sole Proprietor

Signatories for Companies, Close Corporations, Partnerships, Joint Ventures or Sole Proprietors must establish their authority thereto by attaching a copy of the relevant resolution of their Board of Directors, Members or Partners duly signed and dated. Examples are shown below.

**(I) Certificate for Company**

I, ....., chairperson of the Board of Directors of  
 ....., hereby confirm that by resolution of the Board (copy  
 attached) taken on ..... 20....., Mr/Ms ....., acting in

the capacity of ....., was authorized to sign all documents in

Connection with the Bid no: **MLM/PMS/SYSTEM/22-25** and any contract resulting from it, on behalf of the company.

Chairman: .....

As Witness: 1 .....

2.....

Date : .....



**(II) Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as ....., hereby authorize Mr/Ms ....., acting in the capacity of .....to sign all documents in connection with the Bid for **MLM/PMS/SYSTEM/22-25**

and any contract resulting from it, on our behalf.

Name	Address	Signature	Date

**Note : This certificate is to be completed and signed by all of the key members upon whom rests the directions of the affairs of the Close Corporation as a whole.**

**(III) Certificate for Partnership**

We, the undersigned, being the key partners in the business trading as, .....hereby authorize Mr/Ms .....acting in the capacity of .....to sign all documents in connection with the Bid for

**MLM/PMS/SYSTEM/22-25**

and any contract resulting from it, on our behalf.

Name	Address	Signature	Date

**Note : This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of Partnership as a whole.**

**(IV) Certificate for Joint Venture (JV)**

We, the undersigned, are submitting this Bid offer in Joint Venture and hereby authorize Mr/Ms ..... ,authorized signatory of the company..... Acting in the capacity of lead partner, to sign all documents in connection with the Bid offer for **MLM/PMS/SYSTEM/22-25**

and any contract resulting from it, on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

Name of Company	Address	Duly Authorized Signature
Lead Partner		Signature
		Name
		Designation
Lead Partner		Signature
		Name
		Designation

**Note: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of individual Companies.**

**(V) Certificate for Sole Proprietor**

I, ..... , hereby confirm that I am the sole owner of the business trading as .....

Signature of Sole Owner: .....

Date: .....

**As Witnesses:**

.....

Date: .....

## **3.5. GENERAL CONDITION OF CONTRACT**

### **TABLE OF CLAUSES**

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

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

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

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

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of 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 goods are so delivered and a valid receipt is obtained.

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

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

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 “Tort” means in breach of contract .

1.27 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

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

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

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

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

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

**4. Standards** 4.1 the goods supplied shall conform to the standards mentioned in the bidding document and specifications.

### **5. Use of contract documents and information inspection**

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

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

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

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

### **6. Patent Rights**

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

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

### **7. Performance security**

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

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

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

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

(b) a cashier's or certified cheque.

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

## **8. Inspections , tests and analyses**

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

8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

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

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

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

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

8.7 Any contract goods 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 goods 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 goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

## **9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case

size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

## **10. Delivery and documents**

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

**11. Insurance** 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

## **12. Transportation**

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

## **13. Incidental Services**

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

## **14. Spare parts**

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

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



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

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

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

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

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

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

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

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

**16. Payment** 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

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

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

16.4 Payment will be made in Rand unless otherwise stipulated.

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

## 18. Variation orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

## 19. Assignment

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

## 20. Sub contracts

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

## 21. Delays in the supplier's performance

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

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

21.3 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 goods are required, or the supplier's services are not readily available.

21.4 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 22.2 without the application of penalties.

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

## 22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the

current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

### **23. Termination for default**

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5 . Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, 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 purchaser actively associated.

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

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

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

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

## **24. Antidumping and countervailing duties and rights**

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## **25. Force Majeure**

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

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

## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

## **28. Limitation of Liability**

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

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

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

## **29. Governing language**

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

## **30. Applicable law**

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

## **31. Notices**

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

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

### **32. Taxes and duties**

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

### **33. Transfer of contracts**

33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

### **34. Amendment of contracts**

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

### 3.6 DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state\*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

**3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1 Full Name: .....

3.2 Identity Number: .....

3.3 Company Registration Number: .....

3.4 Tax Reference Number: .....

3.5 VAT Registration Number: .....

3.6 Are you presently in the service of the state\* **YES / NO**

3.6.1 If so, furnish particulars.

.....  
.....

3.7 Have you been in the service of the state for the past twelve months? **YES / NO**

\_\_\_\_\_

\* MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

3.7.1 If so, furnish particulars.

.....  
.....

3.8 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

3.8.1 If so, furnish particulars.

.....  
.....

3.8 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

3.9.1 If so, furnish particulars

.....  
.....

3.10 Are any of the company's directors, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.10.1 If so, furnish particulars.

.....  
.....

3.11 Are any spouse, child or parent of the company's directors, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.11.1 If so, furnish particulars.

.....  
.....



**CERTIFICATION**

I, THE UNDERSIGNED (NAME) .....

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.**

**I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
Signature

.....  
Date

.....  
Position

.....  
Name

# DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document form part of the bid.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	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)? <b>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME) .....  
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS  
 DECLARATION FORM TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY  
 BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

# FORM OF OFFER AND ACCEPTANCE

## A. OFFER

The **Employer**, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

**BID NO: MLM/PMS/SYSTEM/22-25**

**APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION AND EMBEDDING OF AUTOMATED PERFORMANCE MANAGEMENT SYSTEM FOR A PERIOD OF 36 MONTHS.**

The **Bidder**, identified in the Offer signature block below, has examined the documents listed in the Bid, and by submitting this Offer has accepted the Conditions of Bid.

By the representative of the Bidder, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Bidder offers to perform all of the obligations and liabilities of the Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Bid identified.

***THE OFFERED TOTAL OF THE PRICES IS ALL INCLUSIVE OF VALUE ADDED TAX***

.....

.....

.....Rand (in words);

R..... (in figures), (or other suitable wording).

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the Bid , whereupon the Bidder becomes the party named as the Service Provider in the Conditions of Bid .

**FOR THE BIDDER:**

-----

**Signature**

-----

**Name**

-----

**Capacity**

**Name and Address of Organization**

Name : .....

Address : .....

.....

.....

**Signature and Name of Witness**

.....

**Signature**

.....

**Name**

**Date:** .....

**B. ACCEPTANCE**

By signing this part of this **FORM OF OFFER AND ACCEPTANCE**, the Employer identified below accepts the Bidder's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the, Conditions of Bid identified in the Bid. Acceptance of the Bidder's Offer shall form an agreement, between the Employer and the Bidder upon the terms and conditions contained in this Agreement and in the, Contract that is the subject of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document. Unless the Bidder (now Service Provider) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties,

**FOR THE EMPLOYER:**

.....

**Signature**

-----

**Name**

-----

**Name and Address of Organization**

Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

**Signature and Name of Witness**

**Signature**

-----

**Name**

**Date:**

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# Guidelines for Tender Bid Document

## Provision and embedding of Automated Performance Management System

### Background

**Project Goal:** The overall Goal for the project is to establish , implement and embed a robust credible Performance Management Solution that must support implementation of District Developmental Model .

### Scope of Work

1. Development, Implementation and Embedding of Change Management Programmes
2. Maintain robust process for capacity and transfer of skills over three year period
3. Provision of electronic performance management system for period of three year to support automation of the entire performance management process of the Municipality.
4. Provision of training and support for performance management skills for period of three years
5. Providing of consulting services to finalise SDBIP's Performance Contracts, reporting, Monitoring and Evaluation
6. Provision for leadership development wart planning, accountability, oversight and governance and evaluation process

### TERMS OF REFERENCE: AUTOMATED PERFORMANCE MANAGEMENT SYSTEM

The Municipal Systems Act (Act 32 of 2000) requires that a municipality establish a performance management system that is commensurate with its resources, best suited to the circumstances and in line with the priorities, objectives, indicators and targets contained in its Integrated Development Plan (IDP). The municipality must further promote a culture of performance management among its political structures, political office bearers and Councillors and in its administration; and administer its affairs in an economical, effective, efficient ad accountable manner.

Municipality has established the need for an automated performance management system as well as training and system support services to assist in streamlining the administrative processes of managing organization and individual performance (inclusive of the cascading thereof to lower levels).

The performance management includes the performance management of actions assigned to Risks and the performance management of the actions assigned to officials in the Audit Action Plan resulting from the Auditor Generals' management report.

It is the intention of the municipality that the automated system will be implemented that the municipal officials will be capacitated to manage the software independently should the subscription to the automated performance management system be subsequent come to an end.

## **THE REQUIREMENTS OF THIS TENDER ARE AS FOLLOWS:**

Implementation of an automated organizational performance management system to manage the monitoring, reporting and evaluation of the IDP and SDBIP. The system must facilitate:

- I. The easy update of performance objectives,
- II. The upload of proof of evidence,
- III. Compilation of quarterly, mid-year and annual performance reports,
- IV. And auditing thereof.

## **DETAILED AUDIT LOGS SHOULD BE AVAILABLE FOR ASSURANCE PURPOSES**

- a) Implementation of an automated individual performance management system to facilitate the compilation of individual performance scorecards (performance contracts) for various levels of officials in the municipality for managing the quarterly assessments and annual evaluations.
- b) The individual performance management system must be integrated with the Institutional system (SDBIP).
- c) Performance management system has to be downward cascaded to lower level
- d) officials.
- e) Training the Performance Management team and other identified officials in the use and maintenance of the system as system administrators, officials in the ICT Division;
- f) Training identified officials as "Train-the-Trainers" for the various modules included in the automated performance management system.
- g) Providing ongoing system support that is managed through PMS division
- h) Training the Municipal Manager, Senior Managers, Divisional Managers. Superintended, Supervisors.
- i) Training the Assurance Providers (Internal Auditors) to use the system to conduct performance auditing.
- j) Training the Risk Officer to use the Risk management functionality of the system.
- k) Training the Compliance Officer in the use of the Compliance functionality.
- l) Training the Internal Auditors to use the system to conduct performance auditing and to generate the required audit / assurance reports.
- m) And any officials identified by the institution to use the performance management system.

## **PROJECT COSTING**

1. Proposals must be for the provision of support services as well as the purchasing and hosting of an Integrated Automated Performance Management System software.
2. The price must be all inclusive of the following:
3. Annual Subscription and hosting fees of the Automated Performance Management System; Implementation / Activation of the software.
4. Support and capacity building interventions.
5. Travel and accommodation for on-site visits.
6. Detailed breakdowns of costs for year 1, 2 & 3 including license fee.



# TECHNICAL SPECIFICATIONS OF THE AUTOMATED PERFORMANCE MANAGEMENT SYSTEM

1. Automated Performance Management System must at least have the following functionalities (as a minimum requirement):
2. A Web based system that is supported with the appropriate levels of security and data protection.
3. Easy and secure access by all users as per the access levels defined.
4. On-line capturing of performance data (including KPIs and projects).
5. E-mail functionality for notification and reminder purposes.
6. The SDBIP module must allow for the opening and closing of time periods.
7. The system must allow for the pulling of mSCOA compliant financial data for performance reporting purposes.
8. Uploading of electronic supporting documentation as attachments.
9. Ability to capture and report on achievements, challenges, corrective action and method of calculation.
10. Functionality for Internal Auditors to review and make comments.
11. Functionality of Performance Management Division to make comments.
12. Allow the extraction of reports in various formats — user defined variables.
13. Dashboards and colour coded scoring for monitoring and reporting purposes.
14. Audit trail reports of activities by all users.
15. Functionality to export and import data from and to other systems or applications;
16. Integrated Institutional and Employee performance management modules;
17. Functionality of employee assessments to be conducted directly in the system;
18. Functionality for self-assessors and assessors to view all captured data, inclusive of targets actual performance, comments, supporting documentation as well as Internal Audit comments.
19. Functionality for automated calculation of assessment results and extraction of detailed and summary reports on the outcomes of assessments.
20. Data back-ups to be made on daily basis, by the service provider.
21. Data captured in the system remains the property of the municipality and may not be made available to any other entity without written consent.

## PROJECT DURATION

The entire duration of the project is anticipated to be 36 months (3 years)

## PROJECT STAKEHOLDERS

It is imperative that the proposal should provide for the full integration of stakeholders to ensure buy-in to the proposal process and commitment to the proposals. The professional service provider must proactively identify key stakeholders and engage with them in accordance with an appropriate communications and consultation plan

## PROJECT TEAM

The project team will consist of appointed service provider/team plus a dedicated project team as assigned by the Moretele Local Municipality.

The project team of the appointed service provider must stay the same throughout the duration of the project and cannot be changed without prior discussions with and approval from the Moretele Local Municipality.

## CAPACITY BUILDING AND SKILLS TRANSFER

- I. The municipality considers skills development as an integral part of the outsourcing process.
- II. The process should ensure that skills development and transfer is achieved within the Municipality.
- III. Proposals should indicate how skills development and transfer would be achieved in the municipality.