

MORETELE LOCAL MUNICIPALITY



INVITATION TO TENDER

BID NO: MLM/PMS/SYSTEM/2026-29

Appointment of professional service provider for the provision and embedding of automated performance management system and cascading of performance for a period of 36 months.

Registered Name of Tenderer:	
Trading Name of Tenderer:	
Registration No. of Entity:	
Postal Address of Tenderer:	
Contact Person:	
Tel. No.:	
TOTAL BID PRICE (Incl. VAT)	
CSD Number(s):	MAAA
This tender closes at 12:00 on the 15th of January 2026 at the Municipal Hall, in offices of the Moretele Local Municipality located at 4065 B, Mathibestad, Makapanstad 0404	
NO LATE SUBMISSIONS WILL BE CONSIDERED	

Prepared For: Moretele Local Municipality 4065 B, Mathibestad Private Bag X367 MAKAPANSTAD 0404 Contact Name: Mr N Llale or Mrs M Phenya Telephone: (012) 716 1300/77 OR (012) 716 1300\14
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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 work 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	
Contact details of the Bidder proposed Project Manager who will represent the Bidder in the implementation processes	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



MORETELE LOCAL MUNICIPALITY

TENDER N0: MLM/PMS/SYSTEM/2026-29

T1.1 Tender Notice and Invitation to Tender

Moretele Local Municipality hereby invites prospective bidders as per below table;

Project Name	Bid Number	Compulsory Briefing Session	Bid Document Price	Availability of Bid Document	Evaluation Criteria	Closing Date and Time	CIDB
<i>Appointment of professional service provider for the provision and embedding of automated performance management system and cascading of performance for a period of 36 months.</i>	MLM/PMS/SYSTEM/2026-29	N/A	R500.00	28 November 2025 (e-tender only)	80/20 80 – Price 20 – Specific goal	15 January 2026 @12h00	N/A
Invitation to tender for panel of maintenance of municipal facilities for a period of 36 months.	MLM/CDS/MOF/2026-29	11 December 2025 @ 13:00 PM	R1000.00	28 November 2025 (e-tender only)	80/20 80 – Price 20 – Specific goal	15 January 2026 @12h00	1 GBPE

Bid documents with detailed bid specifications and detailed information are obtainable on **e-Tender: www.etenders.gov.za** A non-refundable deposit as per tender above payable at the bank as per the following details:

Account Name : **Moretele Local Municipality**
Bank : **ABSA**
Cheque account No : **405 331 7014**
Branch code : **632005**
Ref : **Company Name.....BID Number.....**

NB: No cash will be accepted only proof of payment or Debit cards will be accepted.

Moretele Local Municipality

Tender No. MLM/PMS/SYSTEM/2026-29

Appointment of professional service provider for the provision and embedding of automated performance management system and cascading of performance for a period of 36 months.

Sealed Bids clearly marked “**BID N0 AND PROJECT NAME (as per the table above)**” must be placed in the Bid box situated at the offices of **MORETELE LOCAL MUNICIPALITY, 4065 B MATHIBESTAD**. Compulsory briefing will be done as per the project indicated on the table.

No late BIDs will be accepted.

Moretele Local 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. No reason for the acceptance or rejection of any bid will be given.

Bids will be adjudicated according to the Moretele Local Municipality’s Supply Chain Management Policy, the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) and the Preferential Procurement Regulations 2022, as well as the broad Based Black Economic Empowerment Act (Act 53 of 2003). Bids will remain valid for 90 days.

Inquiries may be directed to: Mr. N Lale Tel: (012) 716 1300\77 and Mrs. M Phenya Tel: (012) 716 1300/1314



Mr S. Ngwenya
MUNICIPAL MANAGER

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MORETELE LOCAL MUNICIPALITY				
BID NUMBER:		CLOSING DATE:		CLOSING TIME:
DESCRIPTION				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID
BOX SITUATED AT (STREET ADDRESS

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Supply Chain Management	DEPARTMENT	Municipal Manager's Office (PMS)
CONTACT PERSON	Ms.M Phenya	CONTACT PERSON	Mr. N Lale
TELEPHONE NUMBER	012 716 1300/1314	TELEPHONE NUMBER	012 716 1300/77
E-MAIL ADDRESS	Modiegi.phenya@moretele.gov.za	E-MAIL ADDRESS	Nyakale.lale@moretele.gov.za
1. BID SUBMISSION:			
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.			
2. TAX COMPLIANCE REQUIREMENTS			
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA . 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.			

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2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

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

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

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

VOLUME 2

(RETURNABLE DOCUMENTS)

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

A	Company Profile
B	Record of Addenda to Tender Documents
C	Certificate of Authority (On Company Letterhead)
D	Compulsory Enterprise Questionnaire.....
E	Proof of Registration of Bidder and Certified ID Copies of Owners/Directors/Shareholders
F	Experience of Tenderer (Schedule of Work Satisfactorily Carried out by Tenderer) .
G	Joint venture (JV) agreement if applicable
H	Key Personnel (Schedule)
I	Deviations and Qualifications
J	CSD Summary Report (not Older than one month)
K	Tenderer's B-BBEE Verification Certificate
L	Proof of purchase for tender documents
M	Bidder's Audited Financial statement for the past one year
N	Tenderer's Banking Details and Rating
O	Municipal Account for The Business / Directors Not Owing for More Than 90 Days or Municipal Account from Private Provider or Statement of Account from Landlord with Valid Lease Agreement.
P	Completed and signed Form of offer
Q	MBD 4: Declaration of Interest
R	MBD 6.1 Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2022
S	MBD 7.2: Contract Form – Rendering Services
T	MBD 8: Declaration of Bidder's Past Supply Chain Management Practices
U	MBD 9: Certificate of Independent Bid Determination

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 N.L Liale**

Address: 4065 B MATHIBESTEAD

Tel : (012) 716 1300\77

E-mail : nyakale.lale@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 be 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.

F.2.13.10 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 JANUARY 2026 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 January 2026

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 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-Based 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 is 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. Municipal account for the business and directors not in arrears for more than 90 days or municipal account from private provider or statement of account from the landlord with the valid lease agreement.
2. Company registration certificate
3. Completed and signed Form of Offer and Acceptance
4. Certified ID Copies of Owners/Directors/Shareholders
5. All pages signed, initialed, and completed.
6. Compliant CSD report. Moretele Local Municipality will retrieve CSD report on closing day to verify compliance.
7. Authority for Signatory on company letterhead
8. Proof of purchase of the tender document
9. Joint venture (JV) agreement if applicable
10. Compulsory Enterprise questionnaires (MBD Forms)

NB. Failure to adhere to the above conditions will lead to automatic disqualification.

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 (80)

N_p = Score for preferences (max 20)

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 (Seventy 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 specific goals 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 Specific goals

Technical Evaluation Criteria

We would propose the following performance evaluation criteria:

4.1 Provision of Automated Management System: Weighting: 60%

This criterion focuses on evaluating the scope and functionality of the proposed automated system in line with legislative requirements, MLM's strategic goals, and the specific needs of the municipality. The evaluation will prioritize solutions that not only meet basic requirements but also offer enhanced capabilities to support long-term transformation and innovation (Attach Screenshots of the System)

Maximum Score	Description of Score Rating	Score
0	System Requirements do not meet MLM's legislative and operational needs.	
10	Significant gaps in the proposed system's ability to meet MLM's performance management requirements.	
30	The system fulfils the minimum requirements to automate the Performance Management Process as per MLM's needs.	
45	Clear demonstration of enhanced capabilities in automating the performance management system, including compliance with legislative requirements, customized features for MLM, and capacity building clearly demonstrating transfer of skills.	
60	Comprehensive solution offering enhanced features tailored to MLM, such as seamless integration with strategic and operational plans, innovative capabilities (e.g., early warning notifications, predictive analytics, AI-driven insights), scalability for future needs, with other performance enhancing solutions, and long-term support for the 4th Industrial Revolution (4IR) technologies to drive municipal transformation and innovation.	

4.2 Overall Experience with Implementation of Performance Management Systems. Weighting: 10%

This criterion will assess the experience of the service provider in implementing and embedding electronic performance management systems (ePMS). The assessment will be based on the number of completed ePMS projects with traceable reference letters from municipalities or equivalent organizations where the provider has successfully implemented the system. Higher scores will be awarded for proven experience, successful project outcomes, and the ability to demonstrate long-term impact.

Maximum Score	Description of Score Rating	Score
0	No experience with the implementation of automated performance management systems.	
02	Implemented E-PMS at 1 Municipality with Traceable Written Reference and Written References of Performance Management System Implementation.	

06	E-PMS implemented at 2 Municipalities with Traceable Written References and Written References of Performance Management System Implementation.	
08	E-PMS implemented at 3 Municipalities with Traceable References and Written References of Performance Management System Implementation.	
10	E-PMS System implemented at 4-5 or more Municipalities with traceable written references.	

3.3 Approach and methodology: Weighting: 20%

This criterion will assess the proposed methodology and approach of the service provider in implementing change management, capacity building, leadership development, and skills transfer. The evaluation will focus on the innovation, practicality, and effectiveness of the proposed methods, as well as the provider's ability to demonstrate a proven track record of success in similar projects. Attach Screenshots-of the System)

Maximum Score	Description of Score Rating	Score
0	The approach and methodology do not meet the requirements.	
05	There are significant gaps in the proposed approach and methodology to address change management, capacity building, leadership development, and skills transfer.	
10	The approach and methodology meet the basic requirements to implement and embed the Performance Management System, addressing change management, capacity building, leadership development, and skills transfer.	
15	Clear demonstration of an innovative, practical approach to change management, capacity building, leadership development, and skills transfer, with strong alignment to the District Development Model and MLM's strategic objectives.	
20	Comprehensive approach and methodology with traceable written references confirming the successful implementation of pioneering initiatives in change management, capacity building, leadership development, and skills transfer, delivering measurable impact and long-term sustainability.	

3.4 Project Team: Weighting %: 10%

These 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.

Maximum Score	Description	Score
0	The Project Team lacks the required experience and qualifications to deliver the project	
02	The project team has limited experience (less than 1 year) and qualifications (NQF 6) with notable gaps that may impact the effective execution of the project objectives.	
06	The project team demonstrates adequate experience (between 2 to 5 years) and qualifications (NQF 7), meeting the minimum requirements for the successful delivery of the project.	
08	The project team possesses strong experience (between 5 to 10 years) and qualifications (NQF 8), showing the capability to effectively lead and deliver Municipal Transformation projects.	
10	The project team demonstrates exceptional experience (above ten years) and qualifications (NQF 9), with a proven track record in leading and successfully delivering similar Municipal Transformation projects.	

Only bidders who have scored 70 points or more for functionality will move to the next stage of evaluation.

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDIs (Who had no franchise on national elections before the 1983 and 1993 constitution)	5	
Points for 51% Women's Equity	5	
Points for black person with Disability	2.5	
Points for 51% owned Youth firm	5	
Points for Locality (Contractors domiciled in the North West Province)	2.5	

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/2026-29** 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/2026-29 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/Msacting in the capacity of

....., to sign all documents in connection with the Bid for **MLM/PMS/SYSTEM/2026-29** 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/2026-29**

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

Moretele Local Municipality

Tender No. MLM/PMS/SYSTEM/2026-29

Appointment of professional service provider for the provision and embedding of automated performance management system and cascading of performance for a period of 36 months.

		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

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
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13. Incidental Services
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15. Warranty
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17. Prices
18. Variation orders
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20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of Disputes
28. Limitation of Liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts

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 markets 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 be extended 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 analyzed 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 supplier's 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 packaging 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 should 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 fulfilment of other obligations stipulated in the contract.

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

16.4 Payment will be made in Rand unless otherwise stipulated.

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 these 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 to 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 willful misconduct, and in the case of infringement pursuant to Clause 6;

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

shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

29. Governing language

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

30. Applicable law

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

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.

.....

.....

* 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.

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

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? (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).	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)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, 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).	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:		
Item	Question	Yes	No
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 with respect of the following works:

BID NO: MLM/PMS/SYSTEM/26-29

**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: -----

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.

Moretele Local Municipality

Tender No. MLM/PMS/SYSTEM/2026-29

Appointment of professional service provider for the provision and embedding of automated performance management system and cascading of performance for a period of 36 months.

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 Internal Auditors to use the system to assist with the management of the municipalities action plan.
- k) Training the Risk Officer to use the Risk management functionality of the system.
- l) Training the Compliance Officer in the use of the Compliance functionality.
- m) Training the Internal Auditors to use the system to conduct performance auditing and to generate the required audit / assurance reports.
- n) 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 1 year including license fee.
- 7. Provision for the purchasing price over a period of 36 months

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.

VOLUME 4

PART T2

AGREEMENT AND CONTRACT DATA

T2.1 General Conditions of Contract

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT

Moretele Local Municipality

Tender No. MLM/PMS/SYSTEM/2026-29

Appointment of professional service provider for the provision and embedding of automated performance management system and cascading of performance for a period of 36 months.

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

1.5 “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,

1.6 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 consignee’s store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 ” Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

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

- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

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

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

4. Standards

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

5. Use of

5.1 The supplier shall not, without the purchaser's prior written consent, **contract** disclose the contract, or any provision thereof, or any specification, **documents** plan, drawing, pattern, sample, or information for **and information**; nished 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 **inspection**. 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.

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

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.

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 bank guarantee or an irrevocable letter of credit issued by a reputable

bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

a cashier's or certified cheque

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.

Inspections,

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

tests and analyses

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

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or 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.

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

9. Packing

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

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

10. Delivery

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

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

11. Insurance

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

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

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

performance or supervision of on-site assembly and/or commissioning of the supplied goods.

furnishing of tools required for assembly and/or maintenance of the supplied goods.

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

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

14. Spare parts

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

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

in the event of termination of production of the spare parts:

Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

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

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

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

17. Prices

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

18. Contract

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

19. Assignment

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

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this 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.

21. Delays in the

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

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

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

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

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

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

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without 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.

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

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

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

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

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

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.

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.

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.

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.

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

the name and address of the supplier and / or person restricted by the purchaser.

the date of commencement of the restriction

the period of restriction; and (iv) the reasons for the restriction.

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of

2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping

24.1 When, after the date of bid, provisional payments are required, or anti **and countervailing** dumping or

countervailing duties are imposed, or the amount of a **duties and rights** 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 antidumping 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

25. Force

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the

Majeure 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

26.1 The purchaser may at any time terminate the contract by giving written **for insolvency** 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

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

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

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

27.4 Mediation proceedings shall be conducted in accordance with the rules

of procedure specified in the SCC.

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

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

28. Limitation of

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

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

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

29. Governing

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

shall also be written in English.

30. Applicable

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

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

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

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

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

33. National 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable **Industrial** to all contracts that are subject to the NIP obligation. **Participation (NIPP)**

1.4.1. Restrictive practices In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agree-

ent between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34 Prohibition of

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.

PART T2

AGREEMENT AND CONTRACT DATA

Contract Data

SPECIAL CONDITIONS OF CONTRACT

The bid will be awarded subject to the following conditions:

- Awarding of the bid will be subject to the service provider's express acceptance of the general conditions of contract.
- The successful service provider shall, at his/her own expense, take out sufficient insurance against any claims, costs, loss and/or damage ensuing from his obligations and shall ensure that such insurance remains operative for the duration of this contract.
- The successful service provider agrees to keep confidential all records and information and not to disclose such records or information to any third party without the prior written consent of Moretele Local Municipality.
- The Moretele Local Municipality reserves the right to terminate the contract if there is clear evidence of non-performance and/or inability to deliver.
- Moretele Local Municipality reserves the right not to make any appointment.
- Any changes of staff member on-site it must be submitted to Moretele Local Municipality
- During the appointment phase until signing of the service level agreement, the service provider must ensure that, the following operating level performance is always adhered in order to ensure that the services shall be optimally rendered and always available.

PART T2

AGREEMENT AND CONTRACT DATA

T2.3 Terms of Reference

TERMS OF REFERENCE

INVITATION FOR PROPOSALS TO PROVIDE PROFESSIONAL SERVICE PROVIDER FOR THE PROVISION AND EMBEDDING OF AUTOMATED PERFORMANCE MANAGEMENT SYSTEM AND CASCADING OF PERFORMANCE FOR A PERIOD OF 36 MONTHS.

1. PURPOSE

Municipality intend to improve the provision and embedding of automated performance management system

2. 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 .

3. AIMS AND OBJECTIVES

To improve the municipal employees through the provision and embedding of automated performance management system

4. SCOPE OF WORK/ DELIVERABLES

1. Development, Implementation and Embedding of Change Management Programmes
2. Maintain robust process for capacity and transfer of skills over three year period

Moretele Local Municipality

Tender No. MLM/PMS/SYSTEM/2026-29

Appointment of professional service provider for the provision and embedding of automated performance management system and cascading of performance for a period of 36 months.

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

5. REQUIRED PERSONNEL

- The appointed service provider will provide the municipality with staff which will be responsible for the system and skills transfer.

6. GENERAL REQUIREMENTS

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.

7. PROJECT PERIOD

- The project will be executed over a period of six months effective from the date of the signing of the contract.

8. COMPULSORY BRIEFING

Not Applicable

9. CLOSING

Original proposals need to be hand-delivered or couriered and deposited in the tender box at the following address clearly marked the bid number and description on or before the closing date and time: 15 January 2026 @ 12h00 PM.

Physical Address:

Moretele Local Municipality
4065B Mathibestad

Postal Address:

Moretele Local Municipality
Private Bag X 367
MAKAPANSTAD
0404

Moretele Local Municipality

Tender No. MLM/PMS/SYSTEM/2026-29

Appointment of professional service provider for the provision and embedding of automated performance management system and cascading of performance for a period of 36 months.

Contact Person/s

Technical Enquiries	SCM Enquiries
<p>Mr. N Llale</p> <p>TEL.012 716 1300/77</p> <p>EMAIL: Nyakale.lale@moretele.gov.za</p>	<p>Mrs. M Phenya</p> <p>Tel: 012 716 1308/11</p> <p>E-mail: modiegi.phenya@moretele.gov.za</p>