



**TENDER NUMBER: T 2022/138**

**PROVIDE AND SUPPORT A PROVEN COMPLIANCE-  
PERFORMANCE MANAGEMENT AND-DEVELOPMENT  
SYSTEM AND SOFTWARE APPLICATION FOR THE  
PERIOD ENDING 30 JUNE 2025, IN ACCORDANCE WITH  
THE RELEVANT CHAPTERS OF THE LOCAL  
GOVERNMENT: MUNICIPAL STAFF REGULATIONS  
(GN 890) AND GUIDELINES (GN 891)**

COMPANY NAME: .....

POSTAL ADDRESS: .....  
.....  
.....

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

Financial and Strategic Support Services  
Supply Chain Management  
Tel: 086 126 5263

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## **A. TENDER NOTICE**

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Tenders are hereby invited from service providers to analyse and address gaps in terms of processes, procedures, strategies and policies, in accordance with the relevant Chapters of the Local Government: Municipal Staff Regulations (GN 890) and Guidelines (GN 891) and to provide and implement a proven compliance performance management and-development system and software application that supports the implementation of the system within the specified regulatory timeframes for the period ending 30 June 2025.

Technical enquiries regarding this bid can be directed to Rushdi Hollenbach at telephone no. 023 348 2360

**Closing date: 11:00 on Wednesday, 15 March 2023.**

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Tender documents, in English, are available free of charge on the websites: [www.capewinelands.gov.za](http://www.capewinelands.gov.za) or <https://etenders.treasury.gov.za>. Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Cape Winelands District Municipality at 29 Du Toit Street, Stellenbosch, upon payment of a non-refundable fee of R 240.00 per document.

All prospective bidders must ensure that they are registered and accredited on the CWDM's Supplier Database and the Central Supplier Database, prior to the closing date of the tender.

Duly completed tenders must be enclosed in a (separate) sealed envelope and endorsed with the relevant tender number and description on the envelope/s. The sealed tenders must be placed in the official tender box of the District Municipality's offices at 29 Du Toit Street, Stellenbosch on the abovementioned time and dates.

Tenders will be opened in public as soon as possible after this closing time.

**HF PRINS  
MUNICIPAL MANAGER**

## **B. GENERAL CONDITIONS AND INFORMATION**

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Inviting of tenders by the Cape Winelands District Municipality (CWDM), all relevant bid documentation, submitting of tenders by prospective bidders, evaluation / awarding of tenders and all subsequent contractual responsibilities regarding supply and delivery of goods and/or services, will be managed in terms of and MUST comply with:-

- Chapter 11 of the Municipal Finance Management Act, 2003 (Act no.56 of 2003);
- Municipal Supply Chain Management Policy of the CWDM;
- Supply Chain Management: A guide for Accounting Officers of Municipalities (Guide for AO's);
- Any relevant Regulations / Circulars issued by the National Treasury, from time to time, and
- Any Special Conditions detailed in this Contract (SCC) – *referring to, but not limited to: paragraphs B.1. - 17. and C to P.*

Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail (chapter 4.5.2.9 – Guide for AO's)

### **1. Acceptance or Rejection of a Tender**

The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept any tender in whole or part.

The Municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points.

The Municipality reserves the right to accept more than one tender (in the event of a number of items being offered).

### **2. Validity Period**

The fact and action of handing in a tender to the Municipality is accepted as a contract between the Municipality and the bidder whereby such a tender remains valid and available for a period of 180 days, calculated from the closing date as advertised for the tender, for acceptance, or non-acceptance by the Municipality. The bidder undertakes not to withdraw, or alter, the tender during this period.

### **3. Registration on Accredited Supplier Database**

It is expected of all prospective service providers who are not yet registered on the Municipality's Accredited Supplier Database to register without delay on the prescribed form.

It will be expected from Suppliers to update registration details every 12 months from date of registration. Payment will not be effected if supplier information is outdated.

The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the Database.

### **4. Completion of Tender Documents**

The official tender form must be completed in BLACK ink and any corrections to the official tender form must also be made in BLACK ink and signed by the bidder.

Any tender documents received with correction fluid (Tippex) corrections shall be disqualified.

The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.

Any ambiguity has to be cleared with contact person for the tender before the tender closure.

## **5. Authorised Signatory**

A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.

A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.

If such a copy of the Resolution does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such document after the closing date to verify that the signatory is in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

## **6. Site / Information Meetings**

Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings. Bidders that arrive 15 minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register. If a bidder is delayed, he must inform the contact person before the meeting commence and will only be allowed to attend the meeting if the chairperson of the meeting as well as all the other bidders attending the meeting, give permission to do so.

All partners or the leading partner of a Joint Venture must attend the compulsory site or information meeting.

## **7. Quantities of Specific Items**

If tenders are called for a specific number of items, the Municipality reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder.

## **8. Expenses Incurred in Preparation of Tender**

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

## **9. Contact with Municipality after Tender Closure Date**

Bidders shall not contact the Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the Municipality, it should do so in writing to the Municipality. Any effort by the firm to influence the Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

## **10. Opening, Recording and Publications of Tenders Received**

Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. The names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.

Telexed, faxed or e-mailed tenders will not be accepted.

The tender forms should be carefully completed, and no errors will be condoned after tenders have been opened.

The Bidder will be liable to take out **forward cover** to barricade him/her against fluctuation of the exchange rate in the event of importing any component, related to the quotation, from a country dealing in currency other than that of South Africa.

## **11. Evaluation of Tenders**

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender documents.

## **12. Subcontracting**

The Contractor shall not subcontract the whole of the contract.

Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.

Any consent granted or appointment of a subcontractor shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.

## **13. Extension of Contract**

The contract with the successful bidder may be extended should additional funds become available.

## **14. Past Practices**

The bid of any bidder may be rejected if that bidder or any of its directors have abused the municipality's supply chain management system or committed any improper conduct in relation to such system.

The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors influenced or tried to influence any official or councilor with this or any past tender.

The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised or granted any official or any of his/her close family members, partners or associates any reward, gift, favors, hospitality or any other benefit in any improper way, with this or any past tender.

## 15. Persons in the service of the state

Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer 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.

## 16. Specific Goals in terms of section 2 (1) (d) (i) and (ii) of the Preferential Procurement Policy Framework Act

### 16.1 Broad-based black economic empowerment (B-BBEE) status level certificates

Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies of the original, not a photo-copy of another certified copy thereof together with their bids, to substantiate their B-BBEE rating claims.

Bidders who do not submit B-BBEE Status Level Verification Certificates or who are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but should not be disqualified from the bidding process. They will score points out of 90 or 80 for price only and zero (0) points for B-BBEE.

A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.

Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their bids.

If an institution is already in possession of a valid and original or certified copy of a bidder's B-BBEE Status Level Verification Certificate that was obtained for the purpose of establishing the database of possible suppliers for price quotations or that was submitted together with another bid, it is not necessary to obtain a new B-BBEE Status Level Verification Certificate each time a bid is submitted from the specific bidder.

Such a certificate may be used to substantiate B-BBEE rating claims provided that the closing date of the bid falls within the expiry date of the certificate that is in the institution's possession.

Each time this provision is applied, cross-reference must be made to the B-BBEE Status Level Verification Certificate already in possession for audit purposes.

AOs / AAs must ensure that the B-BBEE Status Level Verification Certificates submitted are issued by the following agencies:

#### Bidders other than EMEs

- Verification agencies accredited by SANAS; or
- Registered auditors approved by IRBA (until the expiration of the period prescribed by the DTI)

#### Bidders who qualify as EMEs

- Sworn affidavit signed by the EME representative and attested by a Commissioner of oaths.

## **VALIDITY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES**

Verification agencies accredited by SANAS

These certificates are identifiable by a SANAS logo and a unique BVA number. Confirmation of the validity of a B-BBEE Status Level Verification Certificate can be done by tracing the name of the issuing Verification Agency to the list of all SANAS accredited agencies. The list is accessible on [http://www.sanas.co.za/directory/bbee\\_default.php](http://www.sanas.co.za/directory/bbee_default.php).

The relevant BVA may be contacted to confirm whether such a certificate was issued.

As a minimum requirement, all valid B-BBEE Status Level Verification Certificates should have the following information detailed on the face of the certificate:

- The name and physical location of the measured entity;
- The registration number and, where applicable, the VAT number of the measured entity;
- The date of issue and date of expiry;
- The certificate number for identification and reference;
- The scorecard that was used (for example QSE, Specialized or Generic);
- The name and / or logo of the Verification Agency;
- The SANAS logo;
- The certificate must be signed by the authorized person from the Verification Agency; and
- The B-BBEE Status Level of Contribution obtained by the measured entity.

### **Registered auditors approved by IRBA**

The format and content of B-BBEE Status Level Verification Certificates issued by registered auditors approved by IRBA must -

- Clearly identify the B-BBEE approved registered auditor by the auditor's individual registration number with IRBA and the auditor's logo.
- Clearly record an approved B-BBEE Verification Certificate identification reference in the format required by the SASAE;
- Reflect relevant information regarding the identity and location of the measured entity.
- Identify the Codes of Good Practice or relevant Sector Codes applied in the determination of the scores.
- Record the weighting points (scores) attained by the measured entity for each scorecard element, where applicable, and the measured entity's overall B-BBEE Status Level of Contribution; and
- Reflect that the B-BBEE Verification Certificate and accompanying assurance report issued to the measured entity is valid for 12 months from the date of issuance and reflect both the issuance and expiry date.

Confirmation of the validity of a B-BBEE Status Level Verification Certificate can be done by tracing the name of the issuing B-BBEE approved registered auditor to the list of all approved registered auditors. The list is accessible on <http://www.thedti.gov.za> and / <http://www.irba.co.za>.

The relevant approved registered auditor may be contacted to confirm whether such a certificate was issued.

### **Accounting officers as contemplated in section 60(4) of the CCA;**

These certificates will be issued on the accounting officer's letterhead with the accounting officer's practice number and contact number clearly specified on the face of the certificates.



The content of B-BBEE Status Level Verification Certificates issued by accounting officers as contemplated in the CCA is detailed in paragraph 4.8.5 below.

## **VERIFICATION OF B-BBEE LEVELS IN RESPECT OF EMEs**

In terms of the Generic Codes of Good Practice, an enterprise including a sole propriety with annual total revenue of R10 million or less qualifies as an EME.

In instances where Sector Charters are developed to address the transformation challenges of specific sectors or industries, the threshold for qualification as an EME may be different from the generic threshold of R10 million. The relevant Sector Charter thresholds will therefore be used as a basis for a potential bidder to qualify as an EME.

- For example, the approved thresholds for EMEs for the Tourism and Construction Sector Charters are R2.5 million and R1.5 million respectively.
- An EME automatically qualifies as a level 4 contributor with B-BBEE recognition level of 100% in terms of the Codes of Good Practice.
- An EME with at least 51% black ownership qualifies as Level 2 Contributor with B-BBEE level of 125% in terms of the Codes of Good Practice.
- An EME with 100% black ownership qualifies as a Level 1 contributor with B-BBEE level of 135% in terms of the Codes of Good Practice.
- An EME that is regarded as a specialized enterprise with at least 75% black beneficiaries qualifies as Level 1 contributor with B-BBEE level of 135% in terms of Codes of Good Practice.
- An EME that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with B-BBEE level of 125% in terms of the Codes of Good Practice.
- An EME is required to submit a sworn affidavit confirming their annual total revenue of R 10 million or less and level of black ownership to claim points
- An EME that is regarded as a Specialized Enterprise, is required to submit a sworn affidavit confirming their annual turnover/ allocated budget/ gross receipt of R 10 million or less and level of percentage of black beneficiaries to claim points
- An EME may be measured in terms of the QSE scorecard should they wish to maximize their points and move to a higher B-BBEE recognition level. It is in this context that an EME may submit a B-BBEE verification certificate.

## **ELIGIBILITY AS QUALIFYING SMALL ENTERPRISES (QSE)**

The Codes define a QSE as any enterprise with annual total revenue of between R10 million and R50 million.

- A QSE with at least 51% black ownership qualifies as a Level 2 contributor.
- A QSE with 100% black ownership qualifies as a Level 1 Contributor.
- A QSE that is regarded as a specialized enterprise with at least 75% black beneficiaries qualifies as a Level 1 contributor with B-BBEE level of 135% in terms of the Codes of Good Practice.
- A QSE that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with B-BBEE level of 125% in terms of the Codes of Good Practice.
- A QSE is required to submit a sworn affidavit confirming their annual total revenue of between R10 million and R 50 million and level of black ownership or a B-BBEE level verification certificate to claim points
- A QSE that is regarded as a specialized enterprise is required to submit a sworn affidavit confirming their annual turnover/ budget/ gross receipt of R 50 million or less and level of percentage of black beneficiaries or a B-BBEE level verification certificate to claim points

## 16.2 LOCALITY

The programmes of the RDP (published in Government Gazette No. 16085 dated 23 November 1994) relevant to this Municipality in the context of preferential procurement specific goals are the promotion of enterprises located in a specific district for work to be done or services to be rendered in that District and the promotion of enterprises located in a specific province for work to be done or services to be rendered in that province.

**Bidders are required to submit the following in order to attain preference points for the promotion of this specific goal:**

- **Municipal account in the name of the tenderer not older than 90 days.**
- **Lease agreement where the tenderer is the lessee; or**
- **An official letter from the bank confirming the registered business address of the tenderer.**

**IN ORDER TO BE AWARDED PREFERENCE POINTS, ANNEXURE I. QUESTIONNAIRE AND ANNEXURE L. PREFERENCE POINTS CLAIM FORM (MBD 6.1), MUST BE COMPLETED - FAILURE TO COMPLY WITH THE ABOVEMENTIONED WILL RESULT IN NO PREFERENCE POINTS BEING AWARDED**

## 17. Application

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.

Where applicable, special conditions of contract may be laid down and included to cover specific supplies, services or works.

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

## 18. Standards

The goods supplied or the services rendered shall conform to the standards mentioned in the bidding documents and specifications.

## 19. Information and Inspection

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

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

## 20. Governing Language

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

## 21. Payments

Payments shall be made by the District Municipality within **thirty (30)** calendar days of receiving the relevant **invoice / statement provided** by the supplier.

Payment will be made in Rand unless otherwise stipulated.

## 22. Prices and Evaluation of bids

Prices charged by the service provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the service provider in this Tender.

The Bidder will be liable to take out forward cover to barricade him/her against fluctuation of the exchange rate in the event of importing any component, related to the tender, from a country dealing in currency other than that of South Africa.

THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING:

- Compliance to specifications
- Value for money
- Capability to execute the contract
- PPPFA & associated regulations

## 23. Termination for default

The District Municipality, without prejudice to any other remedy for breach of contract, by written notice of default sent to the service provider, may terminate this agreement in whole or in part:

If the service provider fails to deliver any or all of the goods within the period(s) specified in the agreement.

If the service provider fails to perform any obligation(s) under the contract; or

If the service provider in the judgment of the District Municipality, has engaged in corrupt or fraudulent practices in competing for or in executing the contract

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

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

If a District Municipality intends imposing a restriction on a service provider or any person associated with the service provider, the service provider 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 service provider fail to respond within the stipulated fourteen (14) days the District Municipality may regard the service provider as having no objection and proceed with the restriction.

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

If a restriction is imposed, the District Municipality 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 District Municipality;  
The date of commencement of the restriction;  
The period of restriction; and  
The reasons for the restriction

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

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. Termination for Insolvency**

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

#### **25. Settlement of Disputes**

If any dispute or difference of any kind whatsoever arises between the District Municipality and the service provider 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.

If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the District Municipality or the service provider 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.

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

Notwithstanding any reference to mediation and/or court proceedings herein, the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

The District Municipality shall pay the service provider any monies due for goods delivered and/or services rendered according to the prescripts of the contract.

#### **26. Applicable Law**

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

## **27. Notices**

Every written acceptance of a bid and any other notices shall be posted to the service provider concerned 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;

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.

## **28. Taxes and duties**

A service provider shall be entirely responsible for all taxes, duties, license fees, etc., of the contracted goods to the District Municipality.

No contract shall be concluded with any tenderer whose tax matters are not in order.

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

## **29. Value-added tax (VAT) on invoices**

Tax invoices are to comply with the requirements as contained in the Value Added Tax Act, 1991 (Act No 89 of 1991). The content of the invoice must contain information as prescribed by the Act.

It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.

The amended Value Added Tax Act, 1991 (Act No 89 of 1991) requires that a Tax Invoice for supplies in excess of R3,000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.

Where the value of an intended contract will exceed R 1 000 000.00 (R1 Million) it is the bidder's responsibility to be registered with the South African Revenue Services (SARS) for VAT purposes in order to be able to issue tax invoices. CWDM will deem the price above R 1 000 000.00 (R1 Million) to be VAT inclusive even if it is indicated that no VAT is charged. Please ensure that provision is made for VAT in these instances.

The VAT registration number of the District Municipality is 4700193495.

## **30. Tax Clearance Certificate**

A copy of a Tax Compliance Status Pin, printed from the South African Revenue Service (SARS) website, must accompany the bid documents. The onus is on the bidder to ensure that their tax matters are in order with SARS.

In the case of a Consortium/Joint Venture every member must submit a separate Tax Compliance Status Pin, printed from the SARS website, with the bid documents.

If a bid is not supported by a Tax Compliance Status Pin as an attachment to the bid documents, the Municipality reserves the right to obtain such documents after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

The Tax Compliance Status Pin will be verified by the Municipality on the SARS website.

### **31. Municipal Rates, Taxes and Charges**

A certified copy of the bidder's and those of its directors municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date must accompany the tender documents. If such a certified copy does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such documents after the closing date to verify that their municipal accounts are in order.

Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be unsuccessful.

If a bidder rents their premises, proof must be submitted that the rental includes their municipal rates and taxes or municipal charges and that their rent is not in arrears.

### **32. Construction Industry Development Board (CIDB) (If applicable)**

When applicable, the bidder's CIDB registration number must be included with the tender. The Municipality will verify the bidder's CIDB registration during the evaluation process.

### **33. Letter of Good Standing from the Commissioner of Compensation**

If applicable, a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof must accompany the bid documents unless the bidder is registered on the Accredited Supplier Database of the Municipality and the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof for the bidder on record. The onus is on the bidder to ensure that the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof on record.

A letter of good standing for "tender purposes" from the Department of Labour will also be accepted.

If no such document/s as specified by the Municipality is submitted, the bid will be disqualified.

### **34. Protection Of Personal Information**

In submitting any information or documentation requested in this tender document, or any other information that may be requested pursuant to this tender, you are consenting to the processing by the Cape Winelands District Municipality or its stakeholders of your personal information and all other personal information contained therein, as contemplated in the Protection of Personal Information Act, 2013 (Act No 4 of 2013) and Regulations promulgated thereunder ("POPI Act"). Further, you declare that you have obtained all consents required by the POPI Act or any other law applicable. Thus, you hereby indemnify the Cape Winelands District Municipality against any civil or criminal action, administrative fine or other penalty or loss that may arise as a result of the processing of any personal information that you submit.

## C. NATIONAL TREASURY - GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

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The purpose of this document is to:

- (a) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (b) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.
- (c) The General Conditions of Contract will form part of all bid documents and may not be amended.
- (d) Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC will prevail

### 1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **“Contract”** means the written 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 any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 **“Day”** means calendar day.
- 1.8 **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.9 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.10 **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 **“Dumping”** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12 **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 **"GCC"** means the General Conditions of Contract.
- 1.15 **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 **"Imported content"** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 **"Local content"** means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 **"Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 **"Order"** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 **"Project site,"** where applicable, means the place indicated in bidding documents.
- 1.21 **"Purchaser"** means the organization purchasing the goods.
- 1.22 **"Republic"** means the Republic of South Africa.
- 1.23 **"SCC"** means the Special Conditions of Contract.
- 1.24 **"Services"** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 **"Supplier"** means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 **"Tort"** means in breach of contract
- 1.27 **"Turnkey"** means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 **"Written" or "in writing"** means hand-written in ink or any form of electronic or mechanical writing.



## **2. APPLICATION**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. GENERAL**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

## **4. STANDARDS**

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

## **5. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION**

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. PATENT RIGHTS**

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

## **7. PERFORMANCE SECURITY**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

## **8. INSPECTIONS, TESTS AND ANALYSES**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

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

## **9. PACKING**

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

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

## **10. DELIVERY AND DOCUMENTS**

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

## **11. INSURANCE**

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

## **12. TRANSPORTATION**

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

## **13. INCIDENTAL SERVICES**

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

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

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

## **14. SPARE PARTS**

- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
  - (b) in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## **15. WARRANTY**

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## **16. PAYMENT**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon 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.

16.5 Where the value of an intended contract will exceed R1 000 000, 00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice. The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.

## **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.

## **8. 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. For construction related goods, services and/or infrastructure project, contracts may be expanded or varied by not more than 20%. 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. 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 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 judgment 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 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 favorable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## **25. FORCE MAJEURE**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **26. TERMINATION FOR INSOLVENCY**

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

## **27. SETTLEMENT OF DISPUTES**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) The purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

## **28. LIMITATION OF LIABILITY**

- 28.1 Except in cases of criminal negligence or 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.

### **35. PROHIBITION OF RESTRICTIVE PRACTICES**

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 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 section 59 of the Competition Act No 89 Of 1998.
- 35.3 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.

## D. APPLICATION OF PREFERENCE POINT SYSTEM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

Regulation No. 2721 of 20 4 November 2022 provide for a preference points system. The applicable **80/20** preferential points system as set out in Preferential Procurement Regulations 2022 will be used to evaluate individual tenders

**80/20 Preference point system [(for acquisition of goods or services for a Rand value equal to or above R30 000 and up to R50 million) (all applicable taxes included)]**

The points are awarded as follows:

- 80 points is awarded for the **lowest price** if it complies with the Tender / Formal Written Price Quotation conditions.
- Additional points are awarded for the following specific goals:
  - **B-BBEE status level of contributor** and “**Locality**”
- 50% of the 20/10 points will be allocated to promote the goal of B-BBEE status level of contributor and points will be allocated in terms of the B-BBEE scorecard as follows:

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	50% of 20	50% of 10
2	50% of 18	50% of 9
3	50% of 16	50% of 8
4	50% of 12	50% of 5
5	50% of 8	50% of 4
6	50% of 6	50% of 3
7	50% of 4	50% of 2
8	50% of 2	50% of 1
Non-compliant contributor	0	0

- 50% of the 20/10 points will be allocated to promote the specific goal of locality. Points will be allocated as follows:

No.	Requirement	Number of Points
1	Procurement under the 80/20 preference points system where the enterprise head office or primary place of business or regional or satellite office is located within the boundaries of the Cape Winelands District Municipal Area	5
2	Procurement under the 90/10 preference points system where the enterprise head office or primary place of business or regional or satellite office is located within the boundaries of the Cape Winelands District Municipal Area	2.5
3	Procurement under the 80/20 preference points system where the enterprise head office or primary place of business or regional or satellite office is located within the boundaries of the Western Cape Province	5
4	Procurement under the 90/10 preference points system where the enterprise head office or primary place of business or regional or satellite office is located within the boundaries of the Western Cape Province.	2.5

## E. INVITATION TO BID - MBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
Tender number:	T 2022/138	Closing date:	15/03/2023	Closing time:	11h00
Description	PROVIDE AND SUPPORT A PROVEN COMPLIANCE- PERFORMANCE MANAGEMENT AND- DEVELOPMENT SYSTEM AND SOFTWARE APPLICATION FOR THE PERIOD ENDING 30 JUNE 2025, IN ACCORDANCE WITH THE RELEVANT CHAPTERS OF THE LOCAL GOVERNMENT: MUNICIPAL STAFF REGULATIONS (GN 890) AND GUIDELINES (GN 891)				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT: 29 DU TOIT STREET, STELLENBOSCH					
SUPPLIER INFORMATION					
Name of bidder					
Postal address					
Street address					
Contact person					
Telephone number	Code		Number		
Cell phone number					
E-mail address					
VAT registration number					
COIDA certificate number					
Tax compliance status	TCS PIN:		OR	CSD No:	MAAA
SPECIFIC GOALS IN TERMS OF THIS TENDER:					
<ul style="list-style-type: none"> <li>50% of the 20/10 points will be allocated to promote the goal of B-BBEE status level of contributor and points will be allocated in terms of the B-BBEE scorecard</li> <li>50% of the 20/10 points will be allocated to promote the specific goal of locality and points will be allocated in terms of where the enterprise' head office or primary place of business or regional or satellite office is located</li> </ul>					
B-BBEE status level verification certificate [tick applicable box]	<input type="checkbox"/> Yes <input type="checkbox"/> No	Proof of Locality [tick applicable box]		<input type="checkbox"/> Yes <input type="checkbox"/> No	
B-BBEE status level sworn affidavit [tick applicable box]	<input type="checkbox"/> Yes <input type="checkbox"/> No				
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES & QSEs) AND PROOF OF LOCALITY MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS]					
Are you the accredited representative in South Africa for the goods / services / works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]	Are you a foreign based supplier for the goods / services / works 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					

TECHNICAL INFORMATION MAY BE DIRECTED TO:	
Contact person	Rushdi Hollenbach
Telephone number	023 348 2321
E-mail address	rushdi@capewineland.gov.za
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED	
Contact person	Elmine Niemand
Telephone number	021 888 5175
E-mail address	elmine@capewineland.gov.za
TERMS AND CONDITIONS FOR BIDDING – PART B	
1. BID SUBMISSION:	
<p>1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.</p> <p>1.2. All bids must be submitted on the official forms provided–(not to be re-typed) or online</p> <p>1.3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.</p>	
2. TAX COMPLIANCE REQUIREMENTS	
<p>2.1 Bidders must ensure compliance with their tax obligations.</p> <p>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.</p> <p>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 <a href="http://www.sars.gov.za">www.sars.gov.za</a>.</p> <p>2.4 Foreign suppliers must complete the pre-award questionnaire in part b:3.</p> <p>2.5 Bidders may also submit a printed TCS certificate together with the bid.</p> <p>2.6 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.</p> <p>2.7 Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.</p>	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
<p>3.1. Is the entity a resident of the republic of South Africa (RSA)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3.2. Does the entity have a branch in the RSA? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3.3. Does the entity have a permanent establishment in the RSA? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3.4. Does the entity have any source of income in the RSA? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3.5. Is the entity liable in the RSA for any form of taxation? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>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.</b></p>	
<p><b>NB: failure to provide any of the above particulars may render the bid invalid. No bids will be considered from persons in the service of the state.</b></p>	

Signature(s): .....

Name(s): .....

Capacity for the Tenderer: .....

Date: .....

## F. SPECIAL CONDITIONS OF CONTRACT AND TERMS OF REFERENCE

### 1. INTRODUCTION AND BACKGROUND

- 1.1 Tenders are hereby invited from service providers to analyse and address gaps in terms of processes, procedures, strategies and policies, in accordance with the relevant Chapters of the Local Government: Municipal Staff Regulations (GN 890) and Guidelines (GN 891) and to provide and implement a proven compliance performance management and-development system and software application that supports the implementation of the system within the specified regulatory timeframes for the period ending 30 June 2025.
- 1.2 A software application must be provided for the implementation of the performance management and-development system.
- 1.3 Cognisance should be taken that the CWDM does not currently have an operational electronic performance management and-development system, therefore the successful service provider must provide an existing software application system that is currently functional elsewhere and able to be configured and /or customised to meet the requirements of the CWDM.
- 1.4 Service providers must familiarise themselves with all the Chapters of the Local Government: Municipal Staff Regulations (GN 890) and Guidelines (GN 891) in order to ensure the interlinkage and interdependence between the different Chapters and the implementation timelines as per Circular 12 of 2022 of the Department Cooperative Governance (COGTA).
- 1.5 The establishment of performance management and-development system and software application processes in the Municipality necessitates the services of the successful bidder for the period ending 30 June 2025.
- 1.6 The Cape Winelands District Municipality's area of jurisdiction includes the local authorities of Stellenbosch, Drakenstein, Breede Valley, Langeberg, and Witzenberg. Cognisance should be taken that the CWDM has offices and staff that are situated in the towns of Stellenbosch, Paarl, Worcester, Robertson and Ceres.



## 2. PURPOSE OF THE TENDER

The purpose of this tender is to enable the Municipality to establish a comprehensive performance management and-development system and software application in terms of the Local Government: Municipal Staff Regulations (GN 890) and Guidelines (GN 891).

## 3. SCOPE OF WORK

To establish an effective and efficient performance management and-development system and software application within the CWDM, the service provider must adhere to the following:

3.1 Analyse and address gaps in terms of processes, procedures, strategies and policies, of the CWDM in accordance with the relevant Chapters of the Local Government: Municipal Staff Regulations (GN 890) and Guidelines (GN 891) in addition, provide, implement and roll-out a performance management and-development system and software application in terms of the below minimum regulatory requirements, but not limited to:

- (a) Performance Management Statutory Requirements
- (b) Organisational Performance Management
- (c) Individual Performance Management
- (d) Performance Moderation
- (e) Reporting
- (f) Portfolio of Evidence
- (g) Security/Archiving/User Management
- (h) Support Functions and Services
- (i) Organisational Review and Municipal Staff Establishment
- (j) Create an organisational performance management culture
- (k) Analyse the existing Human Resource Strategy and Plans
- (l) Alignment of the current Human Resource Strategy and Plans with the Local Government: Municipal Staff Regulations (GN 890) and Guidelines (GN 891) and develop a new 5-year Human Resource Strategy and Plan.

3.2 Enable the CWDM to establish, a performance management and-development system and software application, that comply with the provisions of the Local Government: Municipal Staff Regulations (GN 890) and Guidelines (GN 891) in managing performance within the Municipality.

3.3 Conduct a comprehensive assessment of the status quo of the Municipality against the provisions as stipulated in the relevant Chapters of the Local Government: Municipal Staff Regulations (GN 890) and Guidelines (GN 891).

3.4 The assessment results and the findings must include proposed corrective action and overall recommendations based on gaps that have been identified and must be compiled into a project plan, setting out mutually agreed upon timeframes between the CWDM and the service provider.

3.5 The performance management and-development system and software application must comply with the Local Government: Municipal Staff Regulations (GN 890) and Guidelines (GN 891) in managing performance and development within the Municipality in terms of the following Chapters:

- (a) Chapter 2 - Staff Establishment, Job Description and Job Evaluation;
- (b) Chapter 3 - Recruitment, Selection and Appointment of Staff;
- (c) Chapter 4 - Performance Management and-Development System; and
- (d) Chapter 5 - Skills Development.

- 3.6 It is envisaged that the Municipality will form part of a pilot initiative roll-out by the Department of Cooperative Governance and Traditional Affairs (CoGTA) to pilot and validate the municipal prototype staff establishment according to different categories of municipalities, therefore collaboration between the successful service provider and this initiative will be expected. However, the successful service provider will still be responsible for the execution of the full spectrum of the scope of work as contained in this tender.
- 3.7 The system must continuously be upgraded in line with any amendments to circulars, applicable regulations and legislation.
- 3.8 Must attend meetings upon request from municipality for the duration of the contract and be willing to make presentation(s) to Council, if requested.
- 3.9 The major requirements, main features and functional specifications of the envisaged performance management and-development system and software application are detailed below:

### **3.10.1 PERFORMANCE MANAGEMENT (PM) STATUTORY REQUIREMENTS**

- (a) During the contracted period the performance management and-development system and software application must remain compliant to applicable PM processes, procedures, practices, PM framework and policies, in line with applicable legislation, regulations, frameworks and policies, procedures and strategies that underpin, impact and inform PM.
- (b) Establish additional mechanisms, where applicable, to enhance existing PM monitoring and reviewing processes, including quarterly and annual reporting to enable improved performance.
- (c) Assist with monitoring and review of performance measurement results for auditing purposes.

### **3.10.2 ORGANISATIONAL PERFORMANCE MANAGEMENT**

- (a) Align the performance management and-development system and software application, where reasonably practicable, to applicable legislation, the Municipality's strategic objectives, budget, integrated development plan, and SDBIP of the relevant municipal department.
- (b) Align the performance plans of senior managers and staff members within that senior manager's department.
- (c) Review of the existing SDBIP to ensure alignment with the requirements as included in MFMA Circular 13 as applicable to the CWDM:
  - (i) Monthly projections of revenue to be collected for each source.
  - (ii) Monthly projections of expenditure (operating, capital and projects) and revenue for each vote.
  - (iii) Quarterly projections of service delivery targets and performance indicators for each vote.
- (d) Enhance KPI's for senior managers, including core managerial competencies that managers will be evaluated on.

### 3.10.3 INDIVIDUAL PERFORMANCE MANAGEMENT (IPM)

- (a) Populate set dates of key events, including evaluation periods per financial year from 1 July to 30 June.
- (b) Develop and populate performance agreements for all individuals, excluding senior managers. The performance agreement must include a performance plan that contains the following:
  - (i) Name, job title and the department of the staff member;
  - (ii) Objectives or targets;
  - (iii) KPA's, their weightings and the target date for meeting the KPA;
  - (iv) KPI's and the performance standard for each KPI;
  - (v) Name and definition of the job specific competencies, their weightings and the expected level of capability for each competency;
  - (vi) A personal development plan prepared in compliance with the Work Skills Plan;
  - (vii) Performance plans aligned to the job description and organisational structure; and
  - (viii) The process of monitoring and assessing performance, including the planned dates of assessment.
- (c) Link key performance indicators to departmental SDBIP's and organisational objectives.
- (d) Alignment of performance agreements of individual staff members with the performance agreements of senior managers.
- (e) Assess, advise and guide:
  - (i) Predetermined core competencies and align to relevant job descriptions;
  - (ii) Job specific competencies and align to relevant job descriptions;
  - (iii) Assess job specific competencies and determine skills development gaps;
  - (iv) Qualifications and record of formal and informal training and experience; and
  - (v) Long term and intermediate career goals.
- (f) The revision of the calculation of the outcomes of performance assessments (weightings and scores).
- (g) Develop SMART KPI's for all staff members that are aligned to each individual staff members' line manager.
- (h) Assign agreed weights to KPI's, prescribed core competencies and job specific competencies.
- (i) Maintain and update an accessible Library of KPI's.



- (j) Review individual performance plans and plan status in line with the organisational structure.

#### **3.10.4 PERFORMANCE MANAGEMENT AND-DEVELOPMENT SYSTEM AND SOFTWARE APPLICATION**

- (a) Establish and host a secure, on-line, web-based and user-friendly software application for the performance management and development processes, that accommodates ± 500 users for both organisational and individual performance management.
- (b) Provide a live dashboard with an overview of, as well as quick access to main performance management priorities and activities.
- (c) Provide for the transfer of data from current systems to the new system in an appropriate format.
- (d) Import and or upload information from other sources, including but not limited to the existing SDBIPs', in order to develop new performance management plans.
- (e) The software application must have the capability to automatically:
  - (i) Link certain KPI's and/or related information (e.g. duplicating supporting documentation from one KPI to others identified);
  - (ii) Link indicators to the strategic objectives of Local, Provincial and National Government;
  - (iii) Link indicators to the risks-, turnaround plans or other strategic plans;
  - (iv) Link indicators to the segments of mSCOA (funding, function, item, regional indicator, municipal standard classification, project and costing);
  - (v) Incorporate organizational structure in the updating and reporting processes as well as the segregation of these processes to designated users;
  - (vi) Generate an automated Integrated Service Delivery & Budget Implementation Plan (SDBIP) based on existing information;
  - (vii) Provide for early warning when underperformance of KPI's are detected; and
  - (viii) Upload and store portfolios of evidence, including e-mails and attachments with metadata as a record.
- (f) The system must include fields to report on:
  - (i) In the case of underperformance – reasons for such underperformance as well as corrective measures per KPI;
  - (ii) In the case of overperformance – reasons for such overperformance per KPI.
- (g) The system must have the ability to:
  - (i) Set deadlines for reporting on indicators on a monthly basis;
  - (ii) Generate e-mails to inform users of deadlines for reporting

- (iii) Report on actual performance on KPI's in number, percentage or Rand value; and
  - (iv) Allow for the workflow responsibilities and viewing of performance in line with the functional structure of the organisation.
- (h) The system must have the ability to provide:
- (i) An option for self-evaluation by system and non-system users;
  - (ii) An option for evaluation by line managers;
  - (iii) An evaluation template for non-system users;
  - (iv) Maintain a list of quick entry tables which users can easily access;
  - (v) Allow for multiple users to have more than one role (e.g. module administrator, admin, manager);
  - (vi) Allow for different usernames to be assigned to the same role;
  - (vii) Develop a performance calendar with alerts that must be able to trigger the execution of actions (e.g. collecting information from a database, performing calculations, etc.);
  - (viii) Calculate scores for performance assessment purposes, in line with applicable legislation;
  - (ix) Provide for time restrictions, which escalate the work to another user or sends a message to a specified user should the work not be performed within the specified time limit; and
  - (x) System must allow for the viewing of performance in line with the structure of the organisation.
- (i) The system must incorporate all prescribed templates and documents in terms of applicable legislation, as well as provide for the development of new/alternative templates and documents, and where applicable, export documents in hard copy format.
  - (j) The system must include a skills module (based on competency framework) that is aligned to the Workplace Skills Plan and the requirements of the performance management system, to determine/review skills gaps via performance development plans (PDP's) and provide functionality for skills audits, in line with the guidelines / format of CoGTA.
  - (k) The software application must guarantee an uptime of 98%.

### **3.10.5 PERFORMANCE MODERATION**

- (a) Facilitate the functioning of all regulated performance management related committees at organisational, departmental and individual levels.
- (b) Allow for outcomes of moderation committees to be populated electronically.

### **3.10.6 PERFORMANCE MANAGEMENT AND DEVELOPMENT REPORTING**

- (a) The system must provide for accurate reporting the relevant forms and templates, including, but not limited to:
  - (i) Functionality to populate reports for specified and/ or legislative time frames per Department/Division/Unit, inclusive of graphs;
  - (ii) Customisation of reports via filters for different fields;
  - (iii) Performance status report;
  - (iv) Evaluation status report;
  - (v) Evaluation score report;
  - (vi) Personal development plan report;
  - (vii) Login attempt report;
  - (viii) User activity report;
  - (ix) Monthly backup reports; and
  - (x) System updates and maintenance reports.
- (b) Functionality to broadly customize reports and select various filter by fields.
- (c) Option to generate reports onscreen / PDF / Microsoft suite format.

### **3.10.7 PORTFOLIO OF EVIDENCE**

- (a) Develop standard operation procedures including, but not limited to the physical collection of KPI evidence.
- (b) Advise on appropriate evidence per KPI.

### **3.10.8 SECURITY / ARCHIVING / USER MANAGEMENT**

- (a) Provides a log of every activity performed on a document and system.
- (b) Provide profile history Organisational, Departmental, Divisional and Individual.
- (c) Access control must provide for:
  - Read only
  - Create
  - Update
  - Delete
- (d) Access control must be specified at:
  - User level
  - Group Level
  - Role Level
- (e) Disaster recovery plan must be in place to retrieve data from a specific point in time.

- (f) Data to be backed up on a daily basis.
- (g) Implementation of processes and programmes to ensure that all the data is secured at all times and not accessible by any unauthorised parties.
- (h) All processes and systems must comply fully with all relevant aspects of the Protection of Personal Information Act 4 of 2013.

### **3.10.9 SUPPORT FUNCTIONS / SERVICES**

- (a) Designation of a specific competent person/s to provide ongoing support and respond to telephonic/electronic queries within a 48-hour period.
- (b) Facilitate, support and guide the performance management and development assessment processes and performance reviews for the whole organisation.
- (c) Training and Development to all staff:
  - (i) Identify and provide continuous in-house training initiatives (workshops, programmes, refreshers, etc) for the duration of the contract period, on the various aspects pertaining to the establishment of an effective performance management and-development system and software application to be rolled-out to the different occupational levels within the Municipality;
  - (ii) Provide awareness training on the Municipal Staff Regulations and Guidelines, with specific reference to Chapters 2 to 5;
  - (iii) Provide formal coaching and mentoring training to relevant staff members;
  - (iv) Training in the usage on the software application to all users, to be accompanied by a user manual;
  - (v) Training of all members of performance management related committees;
  - (vi) Ad-hoc training when required; and
  - (vii) Ensure that training facilitation are conducted in English (the official municipal language), however training facilitation should be able to accommodate both isiXhosa and Afrikaans speaking officials.
- (d) Ensuring continuous skills transfer to relevant municipal officials.

### **3.10.10 ORGANISATIONAL REVIEW AND MUNICIPAL STAFF ESTABLISHMENT**

- (a) Conduct a review of the Municipality's staff establishment in line with the organisational design metrics as prescribed by the regulations, which will provide the basis for each departments' strategic workforce and human resource planning, taking into account race, gender, disability, occupational level and grade with reference to competencies, training needs and capacities.
- (b) Determine the staff establishment necessary to perform the Municipality's functions which will guide the staff demand planning, with particular reference to:
  - (i) The number of staff members required;
  - (ii) The minimum competencies which the staff members must possess;

- (iii) The posts and post levels in which each of the staff members will be appointed; and
  - (iv) Plan for the recruitment, retention and development of staff members according to the Municipality's requirements within the available budgeted funds, including funds for the remaining period of the relevant medium-term revenue and expenditure framework.
- (c) The plan in (b)(iv) above must –
- (i) Further to staff establishments, be aligned to the Municipality's integrated development plan, budget, employment equity plan, skills development strategy and workplace skills plan, as contemplated in Chapter 5 of the Regulations;
  - (ii) Set realistic goals and measurable targets for achieving representativeness, taking into consideration sub-regulation (4) of Chapter 2;
  - (iii) Include targets for the training of staff members per occupational category and of specific staff members, with specific plans to meet the training needs of historically disadvantaged persons; and
  - (iv) Provide mechanisms and procedures for dealing with staff members affected by the abolition of unnecessary posts in terms of the Labour Relations Act.
- (d) Review and align staff establishment to prescribed organisational design principles and to the service delivery model and functional operating model.
- (e) Develop an implementation plan to support the outcomes of the organisational review.
- (f) Develop guiding principles for future review of the staff establishment.
- (g) Review existing job descriptions and develop new job descriptions for all posts on the staff establishment.
- (h) Develop a strategy to –
- (i) Fill funded vacancies; and
  - (ii) Address and assist to reduce the recruitment and selection turnaround times for filling of all approved vacant funded posts on the staff establishment within 6 months of a funded post becoming vacant in compliance with the requirements of the CWDM's employment equity plan.

### **3.10.11 ADDRESS THE PERFORMANCE MANAGEMENT CULTURE**

- (a) Identify and implement change management initiatives (including relevant training programmes for example strategic and team building session) that supports the establishment of a high performance culture in the Municipality.
- (b) Develop a marketing and communication strategy to ensure buy-in and ownership of all stakeholders and role players for the effective implementation of a performance culture within the CWDM.

### **3.10.12 SKILLS DEVELOPMENT**

- (a) Support the achievement of the Municipality's goals as set out in the Integrated Development Plan, by ensuring the inclusion of skills development KPA's in the performance plans of all senior managers and supervisors.
- (b) Establish a skills development process that involves planning, skills assessments, implementation, evaluation and reviews aligned to the municipal IDP, performance management planning cycles, municipal budget, and human resource strategy.
- (c) Identify and align roles and responsibilities to all role players within the Municipality, in relations to skills development.
- (d) Develop a process to be aligned with the regular evaluation, reviewing and reporting of the skills development processes, Workplace Skills Plan and PDP's.

#### **4. INFORMATION COMMUNICATION AND TECHNOLOGY OFFERINGS AND REQUIREMENTS**

4.1 The CWDM will provide the bidder with the following:

- (a) VMWare virtual environment;
- (b) Server environment;
- (c) Cyber security;
- (d) Network connectivity

4.2 Software application must be installed on CWDM premises.

4.3 System needs to comply with the Cape Winelands District Municipality ICT user policy (password policy and access management), with LDAP or ADFS integration the password policy compliance is not needed.

4.4 System must be able to provide audit event log report in delimited acceptable format by the CWDM.

4.5 Must provide administrative users for use by municipal staff to manage other users and training.

4.6 Must adhere to providing a quarterly call log or issue report together with resolved times for our performance management compliance.

4.5 Provide the following reviews including resolving actions:

- (a) Monthly Administrator Activity Review (Audit trail) as per ICT policy;
- (b) Quarterly User Account permission review as per ICT policy; and
- (c) Quarterly performance review in accordance with SLA as per ICT policy.

4.6 PM System will be subjected to –

- (a) Active Directory Integration;
- (b) Single Sign on;
- (c) VMware compatibility;

(d) Windows Server 2019 or later; and

(e) CWDM Virus check.

## **5. PROJECT DELIVERABLES**

### **5.1 Deliverable 1**

Inception meeting to discuss expectations and roll out of the project as well as signing of a service level agreement.

### **5.2 Deliverable 2**

A comprehensive and detailed assessment report comprising of the assessment results and the findings, proposals for corrective action and overall recommendations highlighting the gaps that must be addressed to ensure compliance with the Local Government: Municipal Staff Regulations (GN 890) and Guidelines (GN 891), together with a project plan setting out mutually agreed upon timeframes and deliverables in compliance with the terms of scope of work (Paragraph 3).

### **5.3 Deliverable 3**

Provide, implement and roll-out of an integrated performance management and-development system and software application and the concomitant implementation thereof, in compliance with the terms of Scope of Work.

### **5.4 Deliverable 4**

Assist with the implementation to address the gaps as identified in the project implementation plan.

### **5.5 Deliverable 5**

(a) Monthly reports on all project activities, deliverables and recommendations/solutions in terms of the mutually agreed upon timeframes contained in the project implementation plan.

(b) Upon conclusion submit a comprehensive close-out report in terms of the Scope of Work.

### **5.6 Deliverable 6**

Must attend meetings upon request from the Municipality for the duration of the contract and be willing to make presentation(s) to Council, as and when requested.

Any deviation from the above, will only be allowed by mutual agreement between the successful service provider and the CWDM.

## **6. EVALUATION CRITERIA**

6.1 All bids received shall be evaluated in terms of the Municipal Supply Chain Management Regulations, the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and the Preferential Procurement Regulations of 2017.

6.2 The Cape Winelands District Municipality reserves the right to award the tender to a single service provider.

6.3 Bids will be evaluated on functionality and bidders are required to submit evidence that demonstrate their experience in respect of providing the required services in order to obtain relevant points during the functionality evaluation process.

6.4 **For evaluation purposes the following estimated figures will be utilised for evaluation purposes only:**

<b>DESCRIPTION</b>	<b>Year 1: Period ending 30 June 2023</b>	<b>Year 2: Period: 1 July 2023 – 30 June 2024</b>	<b>Year 3: Period: 1 July 2024 – 30 June 2025</b>
Deliverable 3 System Administrators` training	X 2 training sessions for a duration of 4 hours per session for 5 administrators at a time	X 2 training sessions for a duration of 4 hours per session for 3 administrators at a time	X 2 training sessions for a duration of 4 hours per session for 2 administrators at a time
System User training	X 20 training sessions for a duration of 3 hours per session for 25 employees at a time	X 20 training sessions for a duration of 2 hours per session for 25 employees at a time.	X 20 training sessions for a duration of 1 hour per session for 25 employees at a time.
Ad Hoc training: (including but not limited to Refresher courses, etc.)	X 20 training sessions for a duration of 2 hours per session for 25 employees at a time.	X20 training sessions for a duration of 2 hours per session for 25 employees at a time.	X20 training sessions for a duration of 2 hours per session for 25 employees at a time
Technical Support Service Fees	X480 Hours of Technical Support	X120 Hours of Technical Support	X60 Hours of Technical Support
Annual Licence Fees (An estimated number of users up to 500 users, to be used for evaluation purposes)	X1 Licence	X1 Licence	X1 Licence
Deliverable 4 Assist with the implementation to address the gaps as identified in the project implementation plan.	960 Hours of Project Implementation Support	960 Hours of Project Implementation Support	960 Hours of Project Implementation Support
Deliverable 5 Monthly reports on all project activities, deliverables and recommendations/solutions in terms of the mutually agreed upon timeframes contained in the project plan.	X12 reports	X12 reports	X12 reports



Upon completion of the project submit a comprehensive close-out report in terms of the Scope of Work.			X1 report
Deliverable 6 Must attend meetings upon request from municipality for the duration of the contract and be willing to make presentation(s) to Council, as and when requested.	It is estimated that it will be 10 meetings per annum for a duration of 2-3 hours per meeting	It is estimated that it will be 8 meetings per annum for a duration of 2-3 hours per meeting	It is estimated that it will be 6 meetings per annum for a duration of 2-3 hours per meeting

#### 6.4 TWO-ENVELOPE BIDDING SYSTEM

- (a) In accordance with procurement guidelines, a two-envelope bidding system will be followed. Your proposal shall therefore comprise of the following documents:

Technical Component (functionality) to be included in the first envelope

- (b) Please note that a bidder has to score a minimum number of points (403) for functionality (contained in the technical component) to qualify for further adjudication (i.e. Price and preferential points)

Price (Cost) and B-BBEE Component to be included in your second envelope

- (c) The second envelope will only be opened on achieving a minimum score of 403 for the technical submission (functionality) in first envelope.

The proposal shall be sealed in one outer and two inner envelopes, as detailed below.

- (d) The **outer envelope** shall be addressed to the Cape Winelands District Municipality and clearly indicate the Tender number and description.
- (e) **Both inside envelopes shall indicate your / your company's name and address.**
- i. The first inner envelope shall be marked "Technical Proposal - functionality" and contain the Technical Component of your proposal including, the **required returnable Schedules A, B and C and C1.**
  - ii. The second inner envelope shall be marked "Price Proposal" and include your "Financial Cover Letter" and "Cost Component", as well as all the written price quotation documentation required by Cape Winelands District Municipality as part of any bidding process.

- 6.5 The description of the functionality criteria and the maximum number of bid evaluation points allocated to each criterion is shown below. The total minimum qualifying score for functionality is **403 (65%).out of 620**

## **6.6 Approach and methodology (Maximum of 30 points)**

6.6.1 The bidder is requested to submit evidence demonstrating the Entities performance management and-development software application's capabilities as contained in the Local Government: Municipal Staff Regulations (GN 890) and Guidelines (GN 891).

6.6.2 It should be noted that Chapter 1 and Chapter 9 do not form part of the performance management and-development system and software application as it mainly contains the relevant definitions used in the Regulations and Chapter 9 deals with general issues.

6.6.3 Cognisance should be taken that the CWDM reserves the right to contact and visit the municipalities listed in your reference letters to verify performance management and-development software application's capabilities and support of system.

**6.6.4 It should be noted that scoring of the above will be based on all 4 chapters covered. NO scoring will be allocated for individual chapters.**

NB! Bidders must attach an explanation of their approach and methodology in **Returnable Schedules A** and attach relevant particulars, where applicable.

### **6.6.5 Experience of entity (Maximum of 291 points)**

The entity's local government sector, and or public sector and other sector experience in performance management and-development system and software application processes within the past 10 years, in terms of Chapters 2, 3, 4 and 5 below including their respective elements.

#### **6.6.5.1 Chapter 2 - Staff Establishment, Job Description and Job Evaluation**

- (i) Human resource planning
- (ii) Determination of staff establishment
- (iii) Procedure for determining staff establishment
- (iv) Job description
- (v) Job evaluation

#### **6.6.5.2 Chapter 3 - Recruitment, Selection and Appointment of Staff**

- (i) Principles
- (ii) Determination of recruitment needs
- (iii) General requirements for appointment of staff
- (iv) Competency requirements for staff
- (v) Advertising of vacant post
- (vi) Application for vacant post
- (vii) Selection panel
- (viii) Shortlist of applicants
- (ix) Interviews
- (x) References and personal credential verification
- (xi) Appointment
- (xii) Appointment of support staff to offices of political office bearers
- (xiii) Re-employment of dismissed staff
- (xiv) Probation
- (xv) Promotion
- (xvi) Transfer of staff
- (xvii) Secondment of staff to another municipality
- (xviii) Secondment of other government employees to municipality
- (xix) Acting appointment
- (xx) Appointment of permanent staff
- (xxi) Appointment of staff on fixed term contract

### 6.6.5.3 Chapter 4 - Performance Management and-Development System

- (i) Establishment of performance management and development system
- (ii) Application
- (iii) Determination of performance management and development system
- (iv) Performance management and development system
- (v) Performance agreement
- (vi) Team-based performance management and development system
- (vii) Performance monitoring and review
- (viii) Performance evaluation
- (ix) Performance moderation
- (x) Performance rewards
- (xi) Disputes about performance agreements and assessment
- (xii) Managing substandard performance
- (xiii) Performance management of staff members who are acting in posts

### 6.6.5.4 Chapter 5 - Skills Development

- (i) Alignment to strategic planning cycles
- (ii) Determination of skills needs
- (iii) Skills needs analysis
- (iv) Staff skills audit
- (v) Recognition of prior learning assessment
- (vi) Personal development plans
- (vii) Workplace skills plan
- (viii) Budgeting for skills development

NB! Please complete **Returnable Schedule B** and attach full particulars and evidence.

### 6.6.4 Expertise and experience of project leader (Maximum of 299 points)

- (a) Qualification in either Public Administration, Human Resource Development, Industrial Relations, Business Administration for Key Expert Team leader.

NB! Please complete **Returnable Schedule C and C1** and attach full particulars and evidence, including reference letters together with certified copies of qualifications and academic records.

- 6.6 Bidders that fail to supply the information requested above with their bid offers will score NO eligibility points for functionality in this regard.

## 11. EXPLANATION ON FUNCTIONALITY EVALUATION

11.1	APPROACH AND METHODOLOGY [30 POINTS]	POINTS	SCORE
(a)	<p>Performance management and-development software application's capabilities. No points will be allocated if the software application is not complaint in terms of the below functions.</p> <p><b>NB! Please complete Returnable Schedule A.</b></p>	Maximum = 30	
-	Library of KPI's.	1	
-	Linkage of KPI's and/or related information (e.g. duplicating supporting documentation from one KPI to others identified).	1	
-	Linkage of KPI's to the strategic objectives of Local, Provincial and National Government.	1	
-	Linkage of KPI's to the risks-, turnaround plans or other strategic plans.	1	
-	Linkage of KPI's to the segments of mSCOA (funding, function, item, regional indicator, municipal standard classification, project and costing).	1	
-	Generate an automated Integrated Service Delivery & Budget Implementation Plan (SDBIP) based on existing information.	1	
-	Provide for early warning when underperformance of KPI's are detected.	1	
-	Uploading and storage of portfolios of evidence, including e-mails and attachments with metadata as a record.	1	
-	In the case of underperformance – reasons for such underperformance as well as corrective measures per KPI.	1	
-	In the case of overperformance – reasons for such overperformance per KPI.	1	
-	Set deadlines for reporting on indicators on a monthly basis.	1	
-	Generate e-mails to inform users of deadlines for reporting.	1	
-	Report on actual performance on KPI's in number, percentage or Rand value.	1	
-	Performance Agreements template including PDP as per MSR	1	
-	Self-evaluation by system and non-system users.	1	
-	Evaluation by line managers.	1	
-	An evaluation template for non-system users.	1	
-	A performance calendar with alerts that must be able to trigger the execution of actions (e.g. collecting information from a database, performing calculations, etc.).	1	
-	Calculation of scores for performance assessment purposes, in line with applicable legislation.	1	
-	Provide for time restrictions, which escalate the work to another user or sends a message to a specified user should the work not be performed within the specified time limit.	1	
-	Viewing of performance in line with the structure of the organisation.	1	
-	Skills module (based on competency framework) that is aligned to the Workplace Skills Plan and the requirements of the performance management system, to determine/review skills gaps via performance development plans (PDP's) and provide functionality for	1	

	skills audits, in line with the guidelines / format of CoGTA.		
-	Performance status report.	1	
-	Evaluation status report.	1	
-	Evaluation score report.	1	
-	Personal development plan report.	1	
-	Login attempt report.	1	
-	User activity report.	1	
-	Monthly backup reports.	1	
-	System updates and maintenance reports.	1	

11.2	EXPERIENCE OF ENTITY [291 POINTS]	POINTS	SCORE
<p><b>Please note more than one sector may be selected if applicable. Reference letters must indicate the number and duration of performance management and-development system projects in terms of Chapters 2 to 5.</b></p>			
(a)	<p>The entity's local government sector experience in performance management and-development system. <b>NB! Please complete Returnable Schedule B and attach full particulars and evidence</b></p>	Maximum = 150	
-	Chapter 2 Please see 6.6.5.1 (i) to (v)	3 points will be allocated per element	15
-	Chapter 3 Please see 6.6.5.2 (i) to (xxi)	3 points will be allocated per element	63
-	Chapter 4 Please see 6.6.5.3 (i) to (xiii)	3 points will be allocated per element	39
-	Chapter 5 Please see 6.6.5.4 (i) to (viii)	3 points will be allocated per element	24
(b)	<p>The entity's public sector experience in performance management and-development system.</p>	Maximum = 94	
-	Chapter 2 Please see 6.6.5.1 (i) to (v)	2 points will be allocated per element	10
-	Chapter 3 Please see 6.6.5.2 (i) to (xxi)	2 points will be allocated per element	42
-	Chapter 4 Please see 6.6.5.3 (i) to (xiii)	2 points will be allocated per element	26
-	Chapter 5 Please see 6.6.5.4 (i) to (viii)	2 points will be allocated per element	16
(c)	<p>The entity's other sector experience in performance management and-development system.</p>	Maximum = 47	
-	Chapter 2 Please see 6.6.5.1 (i) to (v)	1 points will be allocated per element	5
-	Chapter 3 Please see 6.6.5.2 (i) to (xxi)	1 points will be allocated per element	21
-	Chapter 4 Please see 6.6.5.3 (i) to (xiii)	1 points will be allocated per element	13
-	Chapter 5 Please see 6.6.5.4 (i) to (viii)	1 points will be allocated per element	8

11.3	EXPERTISE & EXPERIENCE OF KEY PERSONNEL [299 POINTS]	POINTS	SCORE
(a)	<b>Qualification in either Public Administration, Human Resource Development, Industrial Relations, Business Administration for Project Leader</b> <b>NB: (Certified copies of qualifications and academic records must be submitted)</b>	<b>Maximum = 8</b>	
-	Master's Degree or a relevant qualification equivalent to NQF 9 level	8	<b>/8</b>
-	Honours Degree or a relevant qualification equivalent to NQF 8 level	7	
-	B Degree or a relevant qualification equivalent to NQF 7 level	6	
-	National Diploma or a relevant qualification equivalent to NQF 6 level	5	
-	Certificate or relevant qualification less than NQF 6 level	4	
	Qualification below NQF 6 level	1	
(b)	<b>Project leader's experience in local government sector in terms of Chapters 2 to 5 experience in performance management and-development system.</b> <b>NB! Please complete Returnable Schedule C and C1 and attach full particulars and evidence</b>	<b>Maximum = 150</b>	
-	Chapter 2 Please see 6.6.5.1 (i) to (v)	3 points allocated per element	15
-	Chapter 3 Please see 6.6.5.2 (i) to (xxi)	3 points allocated per element	63
-	Chapter 4 Please see 6.6.5.3 (i) to (xiii)	3 points allocated per element	39
-	Chapter 5 Please see 6.6.5.4 (i) to (viii)	3 points allocated per element	24
(c)	<b>Project leader's experience in public sector in terms of Chapters 2 to 5 experience in performance management and-development system.</b> <b>NB! Please complete Returnable Schedule C and C1 and attach full particulars and evidence</b>	<b>Maximum = 94</b>	
-	Chapter 2 Please see 6.6.5.1 (i) to (v)	2 points allocated per element	10
-	Chapter 3 Please see 6.6.5.2 (i) to (xxi)	2 points allocated per element	42
-	Chapter 4 Please see 6.6.5.3 (i) to (xiii)	2 points allocated per element	26
-	Chapter 5 Please see 6.6.5.4 (i) to (viii)	2 points allocated per element	16
(d)	<b>Project leader's experience in other sector in terms of Chapters 2 to 5 experience in performance management and-development system.</b> <b>NB! Please complete Returnable Schedule C and C1 and attach full particulars and evidence</b>	<b>Maximum = 47</b>	
-	Chapter 2 Please see 6.6.5.1 (i) to (v)	1 points allocated per element	5
-	Chapter 3 Please see 6.6.5.2 (i) to (xxi)	1 points allocated per element	21
-	Chapter 4 Please see 6.6.5.3 (i) to (xiii)	1 points allocated per element	13
-	Chapter 5 Please see 6.6.5.4 (i) to (viii)	1 points allocated per element	8
<b>TOTAL SCORE</b>			<b>/620</b>

## **7 DURATION OF TENDER**

- 7.1 Timeframes for the execution of this project may be done in consultation with the Cape Winelands District Municipality and must be mutually agreed to between the latter and the successful bidder.
- 7.2 The tender will be valid for a period not exceeding 30 June 2025.

## **8 REQUIREMENTS AND LOGISTICAL ARRANGEMENTS**

- 8.1 Tenderers should be available to elucidate their tender submission to the Bid Evaluation Committee of the Cape Winelands District Municipality at a place and date to be determined by the Cape Winelands District Municipality, or as mutually agreed upon between the Cape Winelands District Municipality and the tenderers.
- 8.2 The successful tenderer must commence within two (2) weeks of receiving an official order, or if other timeframes are mutually agreed upon.

## **9 PRICING INSTRUCTIONS**

- 9.1 Tender prices must be VAT inclusive and must be valid and fixed for the duration of the contract period.
- 9.2 The successful bidder will not be allowed to submit any claims for an increase to the amounts tendered or any additional payments during the term of the contract.
- 9.3 For proper evaluation purposes it is obligatory that the prescribed pricing schedule must be completed in full and signed. Cognisance should be taken that alternative pricing schedules submitted other than the Compulsory Returnable Schedule: Schedule G Pricing Schedule, may result in incorrect values utilized for price evaluation purposes due to unintentional administrative oversight.
- 9.4 Tenderers must provide unit prices and should not calculate the totals using the values on page 41. This will be calculated by the Municipality during evaluation of tender offers.
- 9.5 If any services will be rendered at no charge, in such an instance the price should be indicated on the prescribed pricing schedule as R0.
- 9.6 The prices quoted must include all labour, transport, consumables and all related costs of rendering the required services as indicated in the scope of work.
- 9.7 If a bidder stipulates VAT in their pricing schedule and are not registered for VAT, the price that will be used for evaluation purposes will be the price as submitted. If the bidder is awarded the contract, and the bidder has not registered as a VAT vendor after the award of the bid, the municipality will pay the price excluding VAT in line with the Value-Added Tax Act, 1991 (Act No 89 of 1991).

## **10. REMUNERATION**

- 10.1 No advance payments will be made for any reason whatsoever. Approved invoices rendered will be payable within 30 days of date of statements/invoices.
- 10.2 The CWDM warrants payment for services rendered by the successful tenderer in keeping with the project plan and pricing schedule as submitted by the successful tenderer after consideration and approval by the CWDM.

**SCHEDULE A:**

**PERFORMANCE MANAGEMENT AND-DEVELOPMENT SOFTWARE APPLICATION'S CAPABILITIES**

Description of capabilities	Yes	No	Provide evidence page number
Library of KPI's.			
Linkage of KPI's and/or related information (e.g. duplicating supporting documentation from one KPI to others identified).			
Linkage of KPI's to the strategic objectives of Local, Provincial and National Government.			
Linkage of KPI's to the risks-, turnaround plans or other strategic plans.			
Linkage of KPI's to the segments of mSCOA (funding, function, item, regional indicator, municipal standard classification, project and costing).			
Generate an automated Integrated Service Delivery & Budget Implementation Plan (SDBIP) based on existing information.			
Provide for early warning when underperformance of KPI's are detected.			
Uploading and storage of portfolios of evidence, including e-mails and attachments with metadata as a record.			
In the case of underperformance – reasons for such underperformance as well as corrective measures per KPI.			
In the case of overperformance – reasons for such overperformance per KPI.			
Set deadlines for reporting on indicators on a monthly basis.			
Generate e-mails to inform users of deadlines for reporting.			
Report on actual performance on KPI's in number, percentage or Rand value.			
Performance Agreements template including PDP as per MSR			
Self-evaluation by system and non-system users.			
Evaluation by line managers.			
An evaluation template for non-system users.			
A performance calendar with alerts that must be able to trigger the execution of actions (e.g. collecting information from a database, performing calculations, etc.).			
Calculation of scores for performance assessment purposes, in line with applicable legislation.			
Provide for time restrictions, which escalate the work to another user or sends a message to a specified user should the work not be performed within the specified time limit.			



Viewing of performance in line with the structure of the organisation.			
Skills module (based on competency framework) that is aligned to the Workplace Skills Plan and the requirements of the performance management system, to determine/review skills gaps via performance development plans (PDP's) and provide functionality for skills audits, in line with the guidelines / format of CoGTA.			
Performance status report.			
Evaluation status report.			
Evaluation score report.			
Personal development plan report.			
Login attempt report.			
User activity report.			
Monthly backup reports.			
System updates and maintenance reports.			

**SIGNED ON BEHALF OF TENDERER:** \_\_\_\_\_





Client	Project Description	Contact Person and Contact Number	Value of Contract (Inclusive of VAT)	Contract Start Date	Contract Completion Date
	..... ..... ..... ..... ..... ..... ..... ..... ..... ..... ..... ..... ..... ..... .....				







**RETURNABLE SCHEDULE C:**

**EXPERTISE AND EXPERIENCE OF PROJECT LEADER**

The bidder shall insert in the spaces provided below a list of the **Project Leader's** demonstrated past work experience in terms of performance management and-development system projects in terms of **Chapters 2 to 5** to the terms of reference, as well as valid tertiary qualification(s). The value and scale of the projects indicated for these purposes must be supplied together with any other relevant information requested based upon which up to **299 points** for functionality will be awarded to the bidder. Listed projects with invalid or incorrect contact details and information for the employer will score NO eligibility points in this regard. **Bidders must attach full particulars and evidence, including contactable references together with certified copies of qualifications and academic records.**

PROJECT LEADER		NAME		
		HIGHEST TERTIARY QUALIFICATION		
Employer/ Client	Sector (Local Government, Public, Other)	Description of Contract	Contract Start Date <i>(mm/yyyy)</i>	Contract Completion date <i>(mm/yyyy)</i>
		..... ..... ..... ..... ..... ..... ..... ..... ..... .....		



		<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>		
		<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>		

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		<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>		

		..... ..... ..... ..... ..... ..... ..... ..... .....		
		..... ..... ..... ..... ..... ..... ..... ..... .....		

**SIGNED ON BEHALF OF TENDERER:** \_\_\_\_\_

**RETURNABLE SCHEDULE C1:**

**EXPERTISE AND EXPERIENCE OF PROJECT LEADER**

In terms of the projects listed in **returnable schedule C**, contactable reference letters must be submitted on the following template with the following information:

- (i) Contactable reference (name and contact details)
- (ii) Must be sign off and stamped
- (iii) The below table contained with elements must be completed/ticked by referent.

I HEREBY ACKNOWLEDGE THAT THE BELOW IS A TRUE REFLECTION OF THE WORK DONE BY THE MENTIONED SERVICE PROVIDER FOR THE SPECIFIED TIMEFRIME

Full names	Contact details	Official Stamp		
Contract Start and End	Signature			
<b>Projects completed by Service Provider</b>			<b>Yes</b>	<b>No</b>
<b>Chapter 2 - Staff Establishment, Job Description and Job Evaluation</b>				
Human resource planning				
Determination of staff establishment				
Procedure for determining staff establishment				
Job description				
Job evaluation				
<b>Chapter 3 - Recruitment, Selection and Appointment of Staff</b>				
Principles				
Determination of recruitment needs				
General requirements for appointment of staff				
Competency requirements for staff				
Advertising of vacant post				
Application for vacant post				
Selection panel				
Shortlist of applicants				
Interviews				

References and personal credential verification		
Appointment		
Appointment of support staff to offices of political office bearers		
Re-employment of dismissed staff		
Probation		
Promotion		
Transfer of staff		
Secondment of staff to another municipality		
Secondment of other government employees to municipality		
Acting appointment		
Appointment of permanent staff		
Appointment of staff on fixed term contract		
<b>Chapter 4 - Performance Management and-Development System</b>		
Establishment of performance management and development system		
Application		
Determination of performance management and development system		
Performance management and development system		
Performance agreement		
Team-based performance management and development system		
Performance monitoring and review		
Performance evaluation		
Performance moderation		
Performance rewards		
Disputes about performance agreements and assessment		
Managing substandard performance		
Performance management of staff members who are acting in posts		
<b>Chapter 5 - Skills Development</b>		
Alignment to strategic planning cycles		
Determination of skills needs		
Skills needs analysis		
Staff skills audit		
Recognition of prior learning assessment		
Personal development plans		
Workplace skills plan		
Budgeting for skills development		

## G. FORM OF OFFER

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### OFFER

The Cape Winelands District Municipality, identified in the acceptance signature block, has solicited offers to enter into a Contract in respect of the following works:

**T 2022/138: PROVIDE AND SUPPORT A PROVEN COMPLIANCE- PERFORMANCE MANAGEMENT AND-DEVELOPMENT SYSTEM AND SOFTWARE APPLICATION FOR THE PERIOD ENDING 30 JUNE 2025, IN ACCORDANCE WITH THE RELEVANT CHAPTERS OF THE LOCAL GOVERNMENT: MUNICIPAL STAFF REGULATIONS (GN 890) AND GUIDELINES (GN 891)**

The bidder, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the Conditions of Tender and offers to perform all of the obligations and liabilities under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount of be determined in accordance with the conditions of contract identified in the Conditions of Contract.

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 of be determined in accordance with the conditions of contract identified in the Conditions of Contract.

**For proper evaluation purposes it is essential that this specific pricing schedule be completed in full and signed. Alternative pricing schedules will not be accepted**

This offer may be accepted by the Cape Winelands District Municipality 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 Conditions of Tender, whereupon the bidder becomes the party named as the Service Provider in the Conditions of Contract.

Signature(s): .....

Name(s): .....

Capacity for the Tenderer: .....

Name of organization.....

Name and Signature of Witness: ..... Date: .....

## **PRICING SCHEDULE**

For proper evaluation purposes it is essential that this specific pricing schedule be completed in full and signed.

<b>PROJECT DELIVERABLES</b>	<b>Estimated Frequency</b>	<b>Once-off Costs</b>
<p><b><u>Deliverable 1</u></b></p> <p>Inception meeting to discuss expectations and roll out of the project as well as signing of a service level agreement.</p>	Once-off all inclusive amount	R
<p><b><u>Deliverable 2</u></b></p> <p>A comprehensive and detailed assessment report comprising of the assessment results and the findings, proposals for corrective action and overall recommendations highlighting the gaps that must be addressed to ensure compliance with the Local Government: Municipal Staff Regulations (GN 890) and Guidelines (GN 891) together with a project implementation plan setting out mutually agreed upon timeframes and deliverables in compliance with the terms of scope of work (Paragraph 3).</p>	Once-off all inclusive amount	R
<p><b><u>Deliverable 3</u></b></p> <p>3.1 Provide, implement and roll-out of an integrated electronic performance management and-development system in compliance with the Scope of Work.</p>	Once-off all inclusive amount	R

PROJECT DELIVERABLES	Estimated Frequency	PRICE (Year 1: Period ending 30 June 2023)	PRICE (Year 2: Period: 1 July 2023 – 30 June 2024)	PRICE (Year 3: Period: 1 July 2024 – 30 June 2025)
<b>3.2 <u>Training on PM software application:</u></b>				
a) System Administrators` training	Fee per hour	R	R	R
b) System User training	Fee per hour	R	R	R
c) Ad Hoc training: (including but not limited to Refresher courses, etc.)	Fee per hour	R	R	R
<b>3.3 Technical Support Service Fees</b>	Fee per hour	R	R	R
<b>3.4 Annual Licence Fees</b>	Fee per annum	R	R	R



PROJECT DELIVERABLES	Estimated Frequency	PRICE (Year 1: Period ending 30 June 2023)	PRICE (Year 2: Period: 1 July 2023 – 30 June 2024)	PRICE (Year 3: Period: 1 July 2024 – 30 June 2025)
<p><b><u>Deliverable 4</u></b></p> <p>Assist with the implementation to address the gaps as identified in the project implementation plan.</p>	Fee per hour	R	R	R
<p><b><u>Deliverable 5</u></b></p> <p>(a) Monthly reports on all project activities, deliverables and recommendations/solutions in terms of the mutually agreed upon timeframes contained in the project plan.</p>	Monthly Fee per Report	R	R	R
<p><b>Upon completion of the project submit a comprehensive close-out report in terms of the Scope of Work.</b></p>	Once-off all inclusive amount	R		

PROJECT DELIVERABLES	Estimated Frequency	PRICE (Year 1: Period ending 30 June 2023)	PRICE (Year 2: Period: 1 July 2023 – 30 June 2024)	PRICE (Year 3: Period: 1 July 2024 – 30 June 2025)
<p><b><u>Deliverable 6</u></b></p> <p>Must attend meetings upon request from municipality for the duration of the contract and be willing to make presentation(s) to Council, as and when requested.</p>	Fee per hour	R		R

## H. ACCEPTANCE

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Tenderers offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the Conditions of Contract identified in the contract that is the subject of this agreement.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to, and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorized representative(s) of both parties.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (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.

<b>ACCEPTANCE</b> (to be completed by the Cape Winelands District Municipality)	
<b>T 2022/138: PROVIDE AND SUPPORT A PROVEN COMPLIANCE- PERFORMANCE MANAGEMENT AND-DEVELOPMENT SYSTEM AND SOFTWARE APPLICATION FOR THE PERIOD ENDING 30 JUNE 2025, IN ACCORDANCE WITH THE RELEVANT CHAPTERS OF THE LOCAL GOVERNMENT: MUNICIPAL STAFF REGULATIONS (GN 890) AND GUIDELINES (GN 891)</b>	
Ms G Julie Director: Human Resources	Date
Me. E Niemand Witness	Date

## I. QUESTIONNAIRE

List all partners / members / directors of this enterprise			
Van / Surname / Ifani	Voornaam / First name / Amagama	ID Nr./No. Inombolo	State Employee Number

**NB!** To claim Preference points a certified copy of your Balanced Broad-Based Black Economic Empowerment Score Card and proof of locality must be submitted with the **MBD 6.1 Claim Form.**

Vir meer inligting besoek: / For more information please visit: / Inkcukach ezithe vetshe uzakuzifumana aph:

The Department of Trade and Industry: <http://bee.thedti.gov.za/>  
 South African National Accreditation System: <http://www.sanas.co.za/directory.php>  
 Independent Regulatory Board of Auditors: <http://irba.co.za/index.php>

**Name of Business/Entity :-**

- \*\*1. Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on **race**. %
  
- 2. Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on **gender**. %
  
- 3. Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on **disability**. %

**Please Circle your answer below:**

- 5. Is your business established within the area of jurisdiction of the District Municipality? In / Out
  
- 6. Is your business established within the area of jurisdiction of the Western Cape Province? In / Out

## J. DECLARATION OF INTEREST – (MBD 4 B)

(On behalf of the company and its directors/ members/ trustees/ principle shareholders<sup>2</sup>)

1. No bid/database registration will be accepted from persons in the service of the state<sup>1</sup>.
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/database registration. 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 the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid/database registration in respect of owners/shareholders<sup>2</sup> of the company.**

3.1	Full Name of bidder or his or her representative	
3.2	Identity Number (person submitting this declaration)	
3.3	Position occupied in the Company (official/director/trustee/shareholder <sup>2</sup> ):	
3.4	Company Registration Number	
3.5	Tax Reference Number	
3.6	VAT Registration Number	
3.7	The names of all directors/ members/ trustees/ principle shareholders, their individual identity numbers, personal tax reference numbers and state employee numbers must be indicated in paragraph 4 below	

3.8	Are you or any director/ member/ trustee/ principle shareholder presently in the service of the state?	Yes	No
3.8.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)		
SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

3.9	Have you or any director/ member/ trustee/ principle shareholder been in the service of the state for the past twelve months?	Yes	No
3.9.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)		
SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

3.10	Do you or any director/ member/ trustee/ principle shareholder have any relationship (family, friend, other) with persons in the service of the state and/or who may be involved with the evaluation and/or adjudication of this or any other prospective bid?	Yes	No
------	--	-----	----

3.10.1 If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)

SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

3.11	Are you aware of any relationship (family, friend, other) between you or any director/ member/ trustee/ principle shareholder and any persons in the service of the state who may be involved with the evaluation and/or adjudication of this or any other prospective bid?	Yes	No
------	---	-----	----

3.11.1 If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)

SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

3.12	Is any spouse, child or parent of the company's directors/ members/ trustees/ principle shareholders or stakeholders in the service of the state?	Yes	No
------	---	-----	----

3.12.1 If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)

SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

3.13	Do you or any director/ member/ trustee/ principle shareholder/ stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.	Yes	No
------	--	-----	----

3.13.1 If yes, furnish particulars.  
 .....  
 .....

3.14	Is the supplier or any director/ member/ trustee/ principle shareholder listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?	Yes	No
------	--	-----	----

3.14.1 If yes, furnish particulars.  
 .....  
 .....

3.15	Is the supplier or any director/ member/ trustee/ principle shareholder 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)?	Yes	No
3.15.1	If yes, furnish particulars. ..... .....		

3.16	Was the supplier or any director/ member/ trustee/ principle shareholder 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	No
3.16.1	If yes, furnish particulars. ..... .....		

3.17	Does the supplier or any director/ member/ trustee/ principle shareholder 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	No
3.17.1	If yes, furnish particulars. ..... ..... The municipality may not do business with individuals/businesses, including that of all the owners/partners/members/directors, whose municipal rates and taxes and/or service charges are in arrears for more than three (3) months unless arrangements have been made with the municipality to settle such arrears. Refer to SCM Regulation 38(d). (Certified copies of your <i>most current</i> accounts/statements and/or proof of any arrangement to be submitted <b>every three</b> months – provide individual information in the schedule under par. 4.		

3.18	Was any contract between the supplier 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	No
3.18.1	If yes, furnish particulars. ..... .....		

4 **MFMA Circular No 62 of July 2013** require bidders to submit the names of their directors/ trustees/ shareholders, their individual identity numbers, personal tax reference numbers and employee numbers of those who are in the service of the state as defined in the Municipal Supply Chain Management Regulations as part of their bid submissions. **A shareholder is defined as a person who owns shares in the company and is actively involved in the management of the company or business, and exercises control over the company.**

	<b>Full name of directors / trustees / shareholders</b>	<b>Identity Number</b>	<b>% Share-holding in company</b>	<b>Personal Tax Reference Number</b>	<b>State Employee Number (Persal)</b>	<b>Municipal rates &amp; services account numbers (3.17.1)</b> <i>Municipal clearance or most recent service account must be attached as evidence</i>
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						



I, the under signed, certify that the information furnished on this declaration form is true and correct. I accept that my/my company's bid/registration may be rejected and in addition to the rejection that action may be taken against me/ my company should this declaration prove to be false.

.....  
Signature

.....  
Date

.....  
Capacity of Signatory

.....  
Name of Bidder/Company/CC Name

**MANDATORY SECTION: THIS DECLARATION WILL NOT BE ACCEPTED IF NOT CERTIFIED:**

- <sup>1</sup> 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.
- <sup>2</sup> "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

<b>Commissioner of Oaths</b>
Signed and sworn to before me at .....
on this the ..... day of ..... 20 .... by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.
Commissioner of Oaths .....
Position: .....
Address .....
.....
.....
Tel: .....
<b>Apply official stamp of authority on this page:</b>

This document is compulsory, in terms of Regulation 44 of the Supply Chain Management Regulations, to do business with any municipality – If not endorsed by a Commissioner of Oaths, or failure to submit it, will disqualify your business from the acquisition process. (Must be submitted annually)

**K. DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED (MBD 5))**

For all procurement expected to exceed R10 (all applicable taxes included), bidders must complete the following questionnaire:

1.	Are you by law required to prepare annual financial statements for auditing?	Yes / No
1.1	<p>If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>	
2.	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	Yes / No
2.1	<p>If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.</p>	
2.2	<p>If yes, provide particulars.</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>	
3	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material noncompliance or dispute concerning the execution of such contract?	Yes / No
3.1	<p>If yes, furnish particulars</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>	
4	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	Yes / No

4.1	<p>If yes, furnish particulars</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
-----	--

**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 of Bidder

## L. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (MBD 6.1)

---

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

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

---

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

### 1.2 To be completed by the organ of state

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

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

- (a) Price; and
- (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“Locality”** means an enterprise whose head office or primary place of business or regional or satellite office is located within the boundaries of the Cape Winelands District Municipal Area or Western Cape Province
- (d) **“Proof of locality”** means a –
- 1) municipal account in the name of the tenderer not older than 90 days;
  - 2) lease agreement where the tenderer is the lessee; or
  - 3) an official letter from the bank confirming the registered business address of the tenderer;
- (e) **“Proof of B-BBEE status level of contributor”** means the B-BBEE status level certificate issued by an authorised body or person, a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.
- (f) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (g) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (h) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) \quad \text{or} \quad Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

#### 3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE status level of contributor	5	10		
The promotion of enterprises located in the Western Cape Province for work to be done or services to be rendered in that province;	2.5	5		
The promotion of enterprises located in the Cape Winelands District Municipal area for work to be done or services to be rendered in that municipal area	2.5	5		

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in

paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

Name and surname .....
Signature(s) of bidder(s).....
Date.....
Address.....
.....



## M. CONTRACT FORM – RENDERING OF SERVICES (MBD 7.2)

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**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

### **PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

Name .....

Capacity .....

Signature .....

Company name .....

Date .....

Witness 1 ..... Date .....

Witness 2 ..... Date .....

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as.....accept your bid under reference number .....dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorized to sign this contract.

Signed at .....on.....

Name (Print) .....

Signature .....

Witness 1 ..... Date .....

Witness 2 ..... Date .....

## N. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES – MBD 8

1. This Municipal Bidding Document must form part of all bids invited.
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:
  - Abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - Been convicted of fraud or corruption during the past five years;
  - Willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - Been listed in the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No12 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	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>		
4.1.1	<p>If so, furnish particulars:</p> <p>.....</p> <p>.....</p>		
4.2	<p>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)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</p>		
4.2.1	<p>If so, furnish particulars:</p> <p>.....</p> <p>.....</p>		
4.3	<p>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?</p>		
4.3.1	<p>If so, furnish particulars:</p> <p>.....</p> <p>.....</p>		

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?		
4.2.1	If so, furnish particulars: ..... .....		
4.3	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?		
4.3.1	If so, furnish particulars: ..... .....		

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME) .....CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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

**O. CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)**

1. This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

.....  
(Bid Number and Description)

in response to the invitation for the bid made by: CAPE WINELANDS DISTRICT MUNICIPALITY do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:..... that:  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) Has been requested to submit a bid in response to this bid invitation;
  - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder
  
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
  
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) Prices;
  - (b) Geographical area where product or service will be rendered (market allocation)
  - (c) Methods, factors or formulas used to calculate prices;
  - (d) The intention or decision to submit or not to submit, a bid;
  - (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) Bidding with the intention not to win the bid.
  
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
  
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
  
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

**P. MUNICIPAL RATES AND SERVICES**

Names of Directors / Partners	Physical residential address of the Directors / Partners	Municipal Account Number	Name of Municipality

**NB: Please attach certified copy/copies of the Municipal Account(s)**

**DECLARATION:**

I, the undersigned (name) .....  
 Certify that the information furnished above is correct. I accept that the state may act against me should this declaration prove to be false.

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

**Q. AUTHORITY FOR SIGNATORY**

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We, the undersigned, hereby authorize Mr/Mrs .....  
acting in his/her capacity as .....  
of the business trading as .....  
to sign all documentation in connection with Tender.....

<b>Name of members / directors</b>	<b>Signature</b>	<b>Date</b>

Note: If bidders attached a copy of their Authorized Signatory it is not necessary to complete this form.





## S. COMPULSORY DOCUMENTATION / CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:

<b>Form G - Form of offer</b> Is the form duly completed and signed?	Yes		No	
<b>Form J – Declaration of Interest (MBD 4)</b> Is the personal declaration from each and every owner / member / director duly completed, certified and signed?	Yes		No	
<b>Form K – Certificate of Independent Bid Determination (MBD 9)</b> Is the form duly completed and signed?	Yes		No	
<b>Form L – Preference Points Claim – (MBD 6.1)</b> Is the form duly completed and signed?	Yes		No	
<b>Form M - Contract Form</b> Is the form duly completed and signed?				
<b>Form N – Municipal Rates and services</b> Is a certified copy of the <u>bidder's and those of its director's</u> municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date attached?	Yes		No	
<b>Form O – Authority for Signatory</b> Is the form duly completed and is a certified copy of the resolution attached?	Yes		No	
<b>Form P – Declaration of Past Supply Chain Practices (MBD 8)</b> Is the form duly completed and signed?	Yes		No	
<b>Tax Compliance Status</b> Is your unique personal identification number (pin) issued by SARS attached?	Yes		No	
<b>Additional documents applicable to this specific tender:</b>				
<b>Two-envelope</b> Is your proposal structured according to the two-envelope specifications?	Yes		No	
<b>Company profile</b> Is a company profile indicating relevant project experience and a list of clients for whom these projects were undertaken attached?	Yes		No	

**Failure to submit the following will not lead to disqualification, but the tenderer will score 0 preference points for specific goals during the evaluation of tender offers.**

<b>B-BBEE Certificate</b> Is a certified copy of the B-BBEE or Original certificate attached?	Yes		No	
<b>Proof of Locality</b> <b>Are the following attached where applicable?</b> <ul style="list-style-type: none"> <li>• Municipal account in the name of the tenderer not older than 90 days;</li> <li>• lease agreement where the tenderer is the lessee; or</li> <li>• an official letter from the bank confirming the registered business address of the tenderer;</li> </ul>	Yes		No	

I, ..... confirm that all compulsory documents for this tender is duly completed, signed and attached to this document.

Signature: .....

Date: .....

## T. CAPABILITY OF BIDDER

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This schedule is to determine the capability of the bidder to execute the contract. Failure to complete this section shall lead to disqualification

<b>Company Name</b>	
<b>Description of project</b>	
<b>Contact person name</b>	
<b>Contact person telephone number</b>	
<b>Value of project</b>	

<b>Company Name</b>	
<b>Description of project</b>	
<b>Contact person name</b>	
<b>Contact person telephone number</b>	
<b>Value of project</b>	

<b>Company Name</b>	
<b>Description of project</b>	
<b>Contact person name</b>	
<b>Contact person telephone number</b>	
<b>Value of project</b>	

<b>Company Name</b>	
<b>Description of project</b>	
<b>Contact person name</b>	
<b>Contact person telephone number</b>	
<b>Value of project</b>	