

Ga-Segonyana Local Municipality

Invitation To Bid

Bid No: 20/2024-25

Acquisition and Maintenance of Financial Systems For Period of 36 Months

Biddor (Compony Namo)	
Bidder (Company Name)	
Bidder Representative	
Didder Representative	
Business Address (Dhusical)	
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Tel No	
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e-mail Address	

Issued by:

Ga-Segonyana Local Municipality Private Bag X1522 Cnr Voortrekker & School Street KURUMAN 8460 053 712 9300 (Tel) Closing Date : 30 April 2025 Time : 12H00

Ga-Segonyana Local Municipality Bid No: 20/2024-25 Acquisition and Maintenance of Financial Systems For Period of 36 Months



Invitation/ Supplier Checklist

No.	Document Type	Tick √
01	Cover page	
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10	General and Special Condition of a Contract	
11	Functionality Criterions' Compliance (Documents Attached)	
12	B-BBEE Status Level Certificate – Targeted Goal (Points 10)	
13	Proof of Locality - Targeted Goal (10 Points)	
13	Business Profile	
14	Tax Compliance Status (TCS – with a pin)	
15	Company Registration Document	
16	CSD Registration Report	
17	Proof of Registration with Licenses relevant to the industry	
18	Certified Copy of Identity Documents (Directors)	
19	Joint Venture Agreement (If Bidder is a Joint Venture)	



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ADVERT

INVITATION TO BID

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Bids (in a form of Quotation/ Proposals) are hereby invited from professional service providers with requisite capacity to provide the aforementioned services and/or goods to the municipality.

The following should form part of the proposals (submission):

1. Specifications:



🝁 Supply and Installation of an Integrated Financial Management System

Support and maintenance of the system

The municipality is looking for well experienced bidder who can demonstrate the understanding of financial management systems which is designed with effective and efficient interrelationships between software, hardware, personnel, procedures, controls, and data contained within the systems.

- The system should conform to Municipal Regulations on Standard Chart of Accounts, and provided for the following key objectives: a. a. improved data quality and credibility.
- b The achievement of a greater level of standardization;
- The development of uniform data sets critical for government reporting; c.
- The standardization and alignment of the local government accounting cycle by the regulation of not only the budget in year d. reporting formats but also the annual report and annual financial statement formats;
- The creation of the opportunity to standardize key business processes with the consequential introduction of further consistency in the e. management of municipal finance:
- f. Improved transparency, accountability and governance through uniform recording of transactions at posting account level detail:
- Enabling deeper data analysis and sector comparisons to improve financial performance: and g.
- h. The standardization of the account classification to facilitate mobility in financial skills within local government, other spheres of government to attract and retain skilled personnel.

The prospective bidders are required to ensure that they provide for the following in their bid documents

- 1. System provision and licenses (detailed breakdown per available module)
- 2. Project planning and implementation (detailed in phases)
- Data cleansing and migration 3.
- 4. Data integration with the pre-paid system
- 5. Customization
- 6. Testina
- 7. Specialized hardware (e.g., scanners, fingerprint readers, printers etc)
- Intention for partnership with 3rd parties (list of all third parties) 8.

HARDWARE REQUIREMENTS

The municipality has sufficient hardware to cater for the proposed software which will be hosted onsite at the head office.

The prospective bidder can propose a hosted solution which can be used as a secondary disaster recovery site. Bidders are required to supply specialised equipment should there be such a requirement. Bidders are advised that the municipality will offer three servers i.e., live

environment, testing environment and the disaster recovery site. Specialized hardware should form part of the bid proposal. If the system will require e.g., scanners, fingerprint readers, printers etc. the quotation should be provided with returnable documents.

SOFTWARE REQUIREMENT

The municipality requires an all-inclusive and integrated financial management system and acknowledges that not all bidders will have an allinclusive solution and therefore advise that the offering should be presented to the municipality as a one-stop system. It is the responsibility of every bidder to contact other vendors for collaboration and negotiate the fees. The municipality will enter into an agreement with one bidder and all licenses and costs will be paid to the successful bidder and not the 3rd party.

SPECIFICATIONS / SCOPE OF WORK

The system must, as a minimum, comply with the main components of municipal financial management and control. The seven components must integrate seamlessly with the mSCOA general ledger and comply at a posting level to mSCOA Regulations and GRAP. The main components are defined as follows:

- General Ledger as per mSCOA regulation
- Billing for municipalities
- Supply chain management that complies with regulation
- 🖊 Assets management and tracking
- Inventory stores
- Budget module aligned to IDP as regulated.
- 📥 HR and Payroll module with leave management

The core system should also be able to cater for the following :

- Host all NT charts.
- User friendly validation on all segments if the chart should change.
- user friendly balance sheet budgeting where the system should guide on Cash flow budgeting
- 🖶 Budget reports per segment.
- Remote access of the system (cloud hosted).
- $igstar{}$ All required NT uploads must be done directly from the system, Monthly, Quarterly and Annually.
- 🖊 The fixed assets purchased must interface to the asset module upon receiving the asset in the procurement module.
- Capitalisation of WIP projects to the respective asset components
- Asset module should be able to cater for all asset related transactions i.e.
 - Depreciation o Disposal
 - Revaluation on classes required by policy and Fair value on Investment properties
 - Correction of prior period errors
 - Period 13 and Period 14
 - Insurance register and an insurance claim register
 - Produce report on the health of the assets, linking to the insuranace and reparations logs.
 - A notification of asset nearing end of useful life.
 - Asset control (physical verification and door sheets)
 - Calculations (Depreciated Replacement Cost, Current Replacement Cost, impairment)
- Project Payments system generated retention postings which updates retention register when payments are done per completion certificates

- General ledger reporting at any required level of the prescribed chart
- igsplus All known validation rules needs to be built into the system in order to ensure valid uploads, including IDP.
- user friendly Cash book and Petty Cash modules with reconciliation.
- + The cash book must cater for multiple bank accounts.
- 📥 Investment register
- Grant register with validation on grant funded transactions producing a dashboard report on the movements of the grant balances and the recon to the call account grant fund ring-fencing
- 📥 The system should be able to cater for multiple stores, transfer between stores and stock take per store.
- 4 Must have a report for VAT output and input to be used to submit VAT 201.
- 븆 Tracking of fuel usage per vehicle by allowing for vehicle related issues.
- 븆 The system should host all contracts and with required milestones
- $igstar{+}$ Financial system's billing module should cater for the rates billing of multiple use properties.
- 븆 The system should allow for the valuation to be split and linked to individual property rates tariff charges to levy accordingly
- Cater for tariff charges to be scaled, and allow for indigent rebates to be levied as a separate credit against the proper FBS project segment.
- 븆 Cater for the setup of departmental charges to affect the proper costing segment
- \blacksquare Allow for seamless integration with the prepaid vending system in use.
- $igstar{4}$ The iFMS should be main source of maintaining prepaid meter data and blocking information
- Pending receipts or changes in the debtor's arrears value, blocking code or indigent status needs to seamlessly update the prepaid vending module in a timely fashion as to not negatively impact the client vending ability.
- iglup The arrears receipts as well as the prepaid sales need to affect the iFMS in a seamless fashion
- \blacksquare Prepaid sales per debtor need to be accessible from the iFMS
- Have a full credit control module that will not only cater for warning and cut off procedures but also the reconnection process as per the municipality's policy.
- 🖊 Produce the debtor account payment arrangement tracking.
- $igstar{4}$ The various disconnection and reconnection charges need to be automated at any point of the credit control process.
- igstarrow Disconnections and reconnections tracking function to track impact of credit control.
- 븆 Geographical Information System for properties tracking per the Valuation Roll and the accounts management and billing.
- \blacksquare Have a hand over module that can be customized according to the municipal policy.
- 븆 Automated impairment calculation customized to the municipality's policy
- 븆 Be able to provide detailed prescribed debt report.
- $igstar{4}$ Have a budgeting module that will estimate the budget based on the debtor's scaled billing per tariff
- 븆 Be more specific on Budget reports (all schedules to be populated on the system) and on the budget module.
- \blacksquare Ensure that capturing of budgets to be user friendly (allow for bulk upload of budget figures).
- Have an indigent and Pensioner Register that will automatically ensure that the proper rebate and exclusion charges apply to valid indigent and pensioners.
- $igstar{+}$ The system should by design not allow debtors not on the indigent register to receive free basic rebates.
- 🖊 Should cater for a July meter billing that will split and levy the June consumption against the prior year's charges.
- 🖊 Other revenue not from sundry or consumer debtors should also for part of the system's revenue sub module and interface to the GL.
- 븆 Detailed registers and ageing report need for these types of ad revenue
- Creditors Management linked to CSD
- 🖊 Assets management and tracking

- Inventory/stores
- Lustomer care module
- ∔ Accounts health dashboard
- 4 Integration with the prepaid vending system.
- 🖊 Intergration with the accounts distribution system.
- Credit control and debt collection module
- Budget module aligned to IDP as regulated
- 🖊 Import of SDBIP targets, tracking, monitoring and reports thereon.
- \blacksquare Assessment of the SDBIP targets and performance management plans.
- 4 Payroll module with leave management

Fifteen business processes have been defined within Local Government. These business processes are defined in the technical specification. Each business process has been fragmented into sub-processes to enable alignment to practical work streams common to the municipality.

The business processes are:

- Corporate Governance;
- 📥 Municipal Budgeting, Planning and Modelling;
- 🖊 Financial Accounting;
- Costing and reporting;
- 🝁 Project Accounting;
- Treasury and Cash Management;
- Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable;
- 📥 Grant Management;
- Full Asset Life Cycle Management including Maintenance Management;
- Real Estate and Resources Management;
- Human Resource and Payroll Management;
- Customer Care, Credit Control and Debt Collection;
- 🖊 Valuation Roll Management;
- 🖊 Land Use Building Control; and
- 🖊 Revenue Cycle Billing.

Functionality within systems, acting as enablers of the business processes, have been added and describes how systems must assist the municipality in maintaining proper execution and achievement of business process milestones and deliverables. Although the required system functionality is accepted to be driven by either legislation or mSCOA regulation, some functionality has been identified through evaluation, to be for best practice activities within local government.

For each of the detailed system requirements within the pricing schedule the following breakdown of pricing will be required:

License Fees:

- 🖊 Once-off license, where the system solution requires an initial once-off fee;
- Annual maintenance fee, where software maintenance fees are payable annually
- Support/service level agreement fee, where fees are payable monthly.

After implementation system support, where support is offered to the municipality other than the twelve week go-live support.

Implementation:

- 븆 Assessment of current status: On or offsite investigation of the current financial data.
- Organisational change management: Cost to ensure that organisational change management is addressed during implementation.
- + Assessment of requirement: During assessment for current status, requirements must be identified..
- Customisation and setup of parameters: Operating system and server (setup of cloud server with related software); Database setup (cost of setting up required database); Security and roles definition (the cost of configuring users' access and security features), and Software solution (customising software solution to fit client requirement).
- Data encryption The database allow for data encryption.
- \blacksquare User acceptance testing: Test environment setup and testing to an accepted level for users.
- Implementation training: Training for the size of municipality as indicated.
- kefresher training: Training plan for the next five years.
- Handholding: Cost to have support staff onsite for twelve weeks to ensure all processes have been tested. First billing cycle completed, salary run done, assets, financial transactions integrated, general ledger month-end done, and statutory reporting submitted.

Business Process	Sub-Process	Legislative or Business Requirement	System / Applications minimum functionality	Minimum Requirements	Module availability 1. Available for deployment 2.In Development 3. not Available
			Authentication, authorisation and		
			cryptographic security technologies and		
			digital certificates must be given high		
			emphasis throughout the entire system		
			including but not limited to the application,		
			data processing, data storage, data		
			communications and user access	Required	
			Must integrate secondary authentication		
			systems such as biometric devices for		
			users that provides access to critical		
			modules, processes and digital signatures		
			or similar technologies to prevent		
			document tampering	Required	
			Must support complex user profiles, with		
			segregation of duties, in order to limit user		
			rights beyond the transaction, but to also		
			include content sensitive measures such		
			as organisational structure, payroll, cost		
			centre, project, source of funding, other		
			segmented transactions or other system		
			objects needed to ensure confidentially of		
			information and transactional integrity.	Legislation	
			Online approval and authorisation with		
		Access control of all systems	electronic signature capabilities of		
		and modules should as a	transactions via integrated security		
		minimum adhere to the following:	systems and segregated functionality. This		
		Minimum Information Security	should be provided through application of		
	System Configurations	Standards.	appropriate security policies and internal		

	service level agreements between various		
	units.	Logislation	
		Legislation	
	Comprehensive on-line audit trail of all		
	transactions at a transaction level must be		
	available. This is in order to identify date,		
	time and the user who initiated, approved		
	or amended any transaction, including		
	workflow. The administrator must be able		
	to customise this for enhanced analysis		
	and reporting	mSCOA Regulation	
	Additionally the audit trail on all activities		
	on the system, date, time and responsible		
	user stamped. This must be done to the		
	extent that an activity log can be drawn		
	from the system, outlining a particular		
	user's activities on the system for the entire		
	workday	mSCOA Regulation	
	Monthly period closure and certification		
	within the statutory reporting dates. No		
	back-dating of transactions is allowed.	mSCOA Regulation	
	Balancing of the sub-system with control		
	accounts must be a condition of any		
	period closure	mSCOA Regulation	
	Year-end closures period 12 as at 30 June		
	(of the current year) result in a		
	transactional transfer of opening balance		
	to period one in the following year.	mSCOA Regulation	
	to period one in the following year. Finalisation and submission of annual	mSCOA Regulation	
		mSCOA Regulation	
	Finalisation and submission of annual financial statements (AFS) period 13	mSCOA Regulation	
	Finalisation and submission of annual financial statements (AFS) period 13 results in opening balance transactional	mSCOA Regulation	
	Finalisation and submission of annual financial statements (AFS) period 13	mSCOA Regulation	

		Audit periods with allowed audit approved		
		journals occur in period 14 and result in		
		opening balance transactional transfer of		
		only the transactions of period 14	mSCOA Regulation	
		Accommodate a period 15 for prior period		
	Period Control	errors (GRAP 3).	mSCOA Regulation	
		Any corrections of prior period error(s)		
		result in opening balance transactions in		
		the subsequent years	mSCOA Regulation	
		Period closing, finalisation and audit		
		period corrections are opening balance		
		transactions in the current open period as		
		well as normal transactions in the audit		
		periods	mSCOA Regulation	
		Document management must occur at the		
	Integration	capturing point of all transactions.	Required	
		Sub-system(s) or ledgers must, without		
		(manual) intervention or manipulation,		
		integrate and constantly balance with the		
		core financial system	mSCOA Regulation	
		Create workflow and exception reporting		
		mechanisms.	mSCOA Regulation	
		Enable drill down from the general ledger		
		(GL) to subsystem source transactions to		
		transactional level.	mSCOA Regulation	
		Integration and automation of the annual		
		financial statements (AFS) as well as		
		monthly MFMA section 71 reports		
		(financial management statements)	mSCOA Regulation	
	Help function user manual	The System must include an online		
		procedural manual facility that allows for	Required	
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	the recording and updating of all relevant		
	processes to aid the users of the system		
	The manual must be context specific and		
	accessible from any input screen in the		
	system	Required	
	Functionality is required to permit a duly		
	authorised user to maintain the user		
	manual.	Required	
	The solution must include the online		
	recording of all transactions with a unique		
	transactional identifier and a date/ time		
	stamp format which records transactions		
	in all systems.	Required	
	It is important to note that no records are		
	physically deleted. Deleting a record in the		
	context of the Solution means to 'flagging		
	as deleted', the record so that it is no		
	longer visible or active and does not		
	present 'clutter' to Normal users	Required	
	However, duly authorised users may view		
	or report on logically deleted records.	Required	
	Logically deleted records MAY NOT be		
	reactivated. (If a Record was 'flagged for		
Document and transaction	deletion' in error, it will require		
control	recapturing).	Required	
	End User Training which includes both		
	theoretical as well as practical training.	Required	
	Complete Solution Hand Over to Municipal]
	Project Team including full documentation.	Required	
	Deployment of an IT strategy for		
Training and Skills transfer	maintenance and future developments.	Required	

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			Data backup procedures must be		
			continuous and roll back. Recovery should		
			be at the maximum extent possible and		
			not cause system down time "RAID		
			configuration"	Required	
			Disaster recovery sites are either off site at		
			the municipality or cloud based solutions		
			that are to be tested regularly	Required	
			Daily, weekly, monthly and yearly backups		
		Back up and data recovery	must be documented and signed-off.	Required	
	Performance Management	Performance Management	Due to the nature of local government the		
	System	System that gives effect to	performance management system of a		
		chapter 6 of the Municipal	municipality originates from its integrated		
		Systems Act, 2000	development plan (IDP) and as such the		
			key performance indicators are created in		
			the IDP. This module therefore formally		
			starts with and should assist in the		
			compilation of the IDP.	Required	
			The performance management system		
			must therefore include the following		
			components:	Required	
			Seamless integration with the budgeting		
			module;	Required	
			The compilation and solution to capture		
			the service delivery- and budget		
			implementation plan (SDBIP) measurable		
			performance indicators and the		
			assignment of tasks to specific managers;	Required	
			Ensuring that policies and Municipal By-		
			laws are aligned to the developmental		
			nature of the municipality and give effect		
			to the measurable performance objectives		
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		and service delivery- and budget		
		implementation plan (SDBIP) of the		
		municipality (for staff and political office		
		bearers);	Required	
		Ensure that internal municipality		
		delegations are updated and assigned		
		and formally accepted by individuals;	Required	
		Manage and control external service		
		mechanisms/ providers via a contract		
		management component that ensures		
		delivery, sign-off and minutes are		
		contained in a single point of entry	Required	
		The contract management module should		
		monitor key deliveries and also invoke		
		penalty clauses, retentions and		
		consequences in cases of persistent		
		breach of contract. This includes listing of		
		transgressors on the National Treasury		
		website under the appropriate listing for		
		transgressors;	Required	
		A performance management module that		
		manages the contracts of senior		
		management and allows for electronic		
		submissions and 'portfolio of evidence'		
		management;	Required	
		The performance management module		
		should assist in consequence		
		management and record any such actions.		
		and	Required	
		The performance management system		
		should as a minimum produce the following	Required	
		documents		

		The integrated development plan (IDP) for		
		publication;	Required	
		The service delivery- and budget		
		implementation plan (SDBIP)	Required	
		The service level agreements (SLA's) and		
		performance contracts;	Required	
		Reporting on service delivery- and budget		
		implementation plan (SDBIP) indicators		
		(inclusive of financial performance		
		indicators); and	Required	
		The municipality's annual report.	Required	
		Billing module in addition to integrate: The		
		A&B valuation roll publication as required		
		by the Municipal Property rates Act, 2004;		
		and The customer portal; and should as a		
		minimum (if not hosted on the		
		municipality's web site) be accessible or		
		redirected from the website of the		
		municipality.	Required	
Document Management	Document Management to	Support secure and reliable document		
	ensure that all municipal	management including, but not limited to:		
	documents are secured and if	Document sharing. Dedicated registry for		
	possible electronically received	document filling; Document tracking;		
	to achieve the lowest possible	Secure access to documents.		
	footprint. National Archives of			
	South Africa Act, 1996.		Required	
		Document management should originate		
		at the lowest level of transaction. (i.e.,		
		invoices should originate from creditors		
		module)	Required	
		Scanned documents and images to be		
		linked to each enquiry of the system (e.g.		

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		Assistance to-the-Poor application		
		scanned forms to be linked to the		
		customer identification number on the		
		system)	Required	
Reporting mechanis ms	Business intelligence reporting	The report writer should have a user		
	solutions	configurable application utility like Sequel		
		server reporting server (SSRS). This must		
		include sample reports configured as well		
		as standard reports. This will allow for		
		consistency in reporting and best of client		
		base reports that can be shared in the		
		whole-of municipal environments;	Required	
		Alternatively an effective, flexible report -		
		writing facility with access to the database		
		dictionary is required;	mSCOA Regulation	
		Ensure that mSCOA segmented reports		
		can be produced on any level of the		
		mSCOA chart with any combination of		
		segments;	mSCOA Regulation	
		In addition, there should be a management		
		dashboard that displays at the Municipal		
		Manager's (accounting officer) and senior		
		managers' offices, the key performance		
		areas information in a continues real time	Required	
 -		update. This should as a minimum:		
		Assist the municipal manager to adhere to		
		MFMA section 70 by providing early		
 _		warning of impeding financial distress;	Required	
		Monitor the financial progress of grants,		
		programs and capital projects (as per the		
		annual service delivery-and budget		
		implementation plan (SDBIP));	Required	

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		Monitor performance of debt recovery and		
		creditor payments;	Required	
		Reflect budget versus actual performance		
		of the votes / functions of the municipality.	Required	
		Allow for the export of data via reports in		
		commonly used file formats which is		
		normally associated with spread sheet and		
		other data base applications	mSCOA Regulation	
	National Treasury Portal and	Statutory submission to the National		
	other statutory submissions	Treasury local coernment Database (LG		
		Database);	mSCOA Regulation	
		mSCOA data extraction and upload to		
		portal submissions with a dashboard		
		configuration to allow the Municipal		
		Manager (accounting officer) to verify the		
		mSCOA data extracts before submitting		
		them:		
		The annual procurement plan - actual		
		versus budget;	mSCOA Regulation	
		The asset maintenance plan - actual		
		versus budget;	mSCOA Regulation	
		Annual Financial Statements (AFS);	mSCOA Regulation	
		Annual report;	mSCOA Regulation	
		National Energy Regulator SA (Nersa) and		
		Department of Water Affairs and Sanitation		
		(DWS) reports;	mSCOA Regulation	
		VAT returns 201 reconciliations;	Legislation	
		PAYE and 501 reconciliations;	Legislation	
		IRP 5; and	Legislation	
		Unemployment Insurance Fund (UIF)		
		forms.	Legislation	
Municipal Budgeting, Planning and Financial Modelling: (IDP driven, pro	oject based main budget module tha	t adhere to MFMA section 53 that as a minimum	n)	

Municipal budgeting and planning business processes are primarily derived from two sets of legislation, namely the Municipal Systems Act, 2000 (MSA) and the Municipal Finance				nd the Municipal Finance	
Management Act, 2003 (MFMA). The M	Management Act, 2003 (MFMA). The MSA provides for the setting of the strategic objective whilst the MFMA and Municipal Budget and Reporting Regulations, 2009 (MBRR)				
provide for the output associated with	this business process. This needs	s to incorporate key processes and p	procedures such as strategy formulation, integr	ated development	
planning (IDP), prioritisation, revenue g	olanning (IDP), prioritisation, revenue generation, resource allocation, as well as long term forecasting and modelling of key financial dimensions such as the statement of financial				
position, cash flow forecasting, funding	g compliance, asset management	and basic service delivery.			
М	1ain Budget	In terms of Section 25 of the	Must have budgeting capabilities in that		
		Municipal Systems Act, 2000	the budget are informed from the		
		each municipal council must,	integrated development plan (IDP) and		
		within a prescribed period after	budget capturing occur across all the		
		the start of its elected term,	mSCOA segments as per the mSCOA		
		adopt a single, inclusive and	Regulations, 2014.	mSCOA Regulation	
		strategic plan (the integrated	System must support budgeting cycles		
		development plan (IDP)) for the	across the medium term revenue and		
		development of the municipality	expenditure framework (MTREF) (3-year		
		which must inform the municipal	budget) of the municipality.	mSCOA Regulation	
		budget to be mutually credible	The system should be able to link		
		and reliable and should include	budgeting to final integrated development		
		the following functionality	plan (IDP) priorities.	mSCOA Regulation	
			Budgeting on the factual elements of		
			typical work streams	mSCOA Regulation	
			Budgeting on the factual elements of		
			municipal operational and running cost.	mSCOA Regulation	
			Enable users with budget and		
			management information to determine		
			funding adequacy of the budget to ensure		
			the budget is funded. (Municipal Budget		
			and Reporting Regulations, 2009 (MBRR)).	Legislation	
			Incorporation of the sub module's		
			elements.	Required	
			Tracking of the budget process plan and		
			timetable	Required	

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	Automated workflow for departments'	
	submissions	
	as per budget guideline documents.	Required
	Comparison capabilities for department	
	budget submissions, scenarios &	
	recommendations	Required
	Planning of secondary costing i.e.	
	Departmental charges, internal recoveries	
	and activity based charges	mSCOA Regulation
	The system should be able to link	
	Expenditure and Revenue to All segments	
	of mSCOA.	mSCOA Regulation
	Track, compare and report on budget	
	versus actual amounts for year 1 of the	
	medium term revenue and expenditure	
	framework (MTREF) as per mSCOA	
	Regulation requirement	mSCOA Regulation
	Enable what-if inter-operability and	
	modelling between the municipality's main	
	budget module and the sub-budget	
	modules.	Required
	Ensure that the policies referred to in	
	MFMA section 17 and the Municipal	
	Budget and Reporting Regulation 7 are, via	
	formal work flow, reviewed by the relevant	
	municipality departments/ sections. Any	
	amendments must be incorporated into the	
	budget submission. These reviews, as a	
	minimum, must include:	
	The tariff policy referred to in section 74 of	
	the Municipal Systems Act, 2000;	Legislation
	The rates policy as required in terms of the	
	Municipal Property Rates Act, 2004;	Legislation

Image: Provide the set of the se					
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consumption on average per type of			Provide functionality for town ship		
			development and populate amounts and		
connection in this development. Required			consumption on average per type of		
			connection in this development.	Required	

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			Provide for the adjustment of distribution		
			losses based on anticipated remedial		
			actions on the sales loss as identified by		
			the water and electricity distribution loss		
			templates. Zero consumption account		
			based on average and type of use tariffs	Required	
			Create projected growth and tariff		
			calculations taking into account the		
			provision for bad debt and material losses.		
			(In this regard transacting on the		
			"Regional" segment is crucial for GRAP		
			104 type calculations)	Required	
			Planning of secondary costing i.e		
			Departmental charges, internal recoveries		
			and activity based charges informing cost		
			reflective tariffs.	Required	
	-		Ensure the Geographical System billing		
			tracking and dashboard for accounts		
			payments update.	Required	
			Review of sundry tariffs.	Required	
			Supply the general ledger's "main budget		
			module"-budgets with the full mSCOA		
			segments as a budget line. It should be		
			able to provide this for revenue,		
			expenditure and balance sheet items.	Required	
			Allow the municipality to budget for its full		
	Human Resources (HR)		organogram (organisational structure).	mSCOA Regulation	
		A Human Resource (HR)	Incorporate the ability to apply costing		
		budget/ payroll module that as a	allocation to projects and percentage (%)		
		minimum:	based allocation of administration costs to		
			trading service departments (if not		
L	I	1			

		allocated) using direct calculation	
		methods	mSCOA Regulation
		Provision to calculate new notch values	
		within grades either as a percentage	
		increase or by minimum value. These	
		notch values are to be held on a temporary	
		file and the user must be able to perform	
		Various "what if" scenarios without	
		affecting the live data	Required
		Ensure that the planned positions is	
		budgeted for pro-rata to when the	
		expected appointment can be done	mSCOA Regulation
		Utilising historical trends, calculate the	
		likely provision for leave and bonus	
		provisions. This function should also be	
		able to anticipate (if applicable) any long	
		service allocations	Required
		Supply the general ledger's main budget	
		module with counts of the actual and	
		planned positions (organogram) budgets	
		for the full mSCOA segments as a budget	
		line. The functionality should be able to	
		provide this for both expenditure and	
		balance sheet items.	mSCOA Regulation
	An Asset management sub-	Allows budgeting for "new capital" projects	
	ledger budget module that as a	requested in the integrated development	
	minimum:	plan (IDP).	Required
		Anticipates completion and subsequent	Required
Assets		operational costs of these "new capital"	
		projects.	
		Calculates existing and anticipates new	
		planned assets' maintenance, insurance	

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			and a percentage of "un-planned"		
			maintenance	Required	
			Calculates depreciation, taking into	Required	
			account the impact of major repairs.		
			Calculates profit or loss on planned	Required	
			disposals.		
			Provides for a (contract) retention payment	Required	
			schedule		
			Provides for grant and work-in-progress	Required	
			(WIP) or contract management payment		
			schedules to assist the main budget		
			module with its forecasting and cash flow		
			management.		
			Supplies the general ledger's main budget	Required	
			module planned budgets with the full		
			mSCOA segments as a budget line. This		
			functionality should be able to provide this		
			for both expenditure and balance sheet		
			items		
			Provide the asset maintenance plan	Required	
	Budget Management	Budget Management and	Allow the public to provide comments on		
		Monitoring	the		
			budget electronically via the municipality's		
			website. These comments together with		
			the		
			comments received from public sessions		
			to be		
			populated/consolidated onto a tool that		
			can		
			be accessed by the public and		
			councillors.	Required	

			Link the service delivery- and budget		
			implementation plan (SDBIP) and workflow		
			to show progress on projects and include		
			links to service delivery scorecards and		
			municipal procurement plans.	Required	
			Automate the virement process as per the		
			virement policy.	Required	
			Provide the annual procurement plan.	Required	
Financial Accounting					
Financial accounting incorporates	a host of policies, processes and pro	ocedures in order to operationalise th	e effective and efficient recording and account	ting of daily financial transa	actions as well as month and year
end closure procedures and transactions. The MFMA provides a platform for the prescription of norms and standards such as the Standards of Generally Recognised Accounting Practices (GRAP) which have been					
designed and formulated based on unique South African circumstances (such as the VAT requirements which must be accommodated by the financial system) and leading international practices. Municipalities and					
municipal entities are therefore required to operationalise daily business processes and procedures that incorporate at the very least regular reconciliations, correct and accurate al location and classification of					
transactions based on the SCOA o	transactions based on the SCOA classificat ion framework. These processes and procedures must give rise to monthly performance represented by among others, the Statement of Financial Performance, Capital and				
Grant Performance, Statement of Financial Position, movement in net assets and cash flow in the Section 71 in-year reporting formats. It is important to keep in mind that outputs needs to be reported and must at all					
times be measurable so that progr	essive achievements can benefit con	nmunities. Processes should be focu	ssed at clean and accountable operations and	the outcome must be repo	orted in terms of by all roll players.
			Contains all the accounts for recording		1

General Ledger (Core	General Ledger (GL) that as a	Contains all the accounts for recording		
Financials)	minimum	transactions relating to municipalities		
		assets, liabilities and net assets as per		
		mSCOA segments	mSCOA Regulation	
		Is a central repository for accounting data		
		transferred from all sub-ledgers e.g.		
		supply chain, revenue, cash management,		
		fixed assets, purchasing, debt control,		
		billing, prepaid, and projects etc	mSCOA Regulation	
		Reflect transactions posted in the sub-		
		ledgers immediately in the main ledger		
		thereby ensuring the financial integrity of		
		the entire system without the need for		
		manual reconciliations between main and		
		sub-ledgers	mSCOA Regulation	

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		Non withstanding the above and due to	
		probable packet loss a routine, is required	
		to ensure that the general ledger and sub-	
		ledger is in balance. This must be done by	
		enforcing daily closing routines with	
		subsequent blockingof opening routines if	
		out of balance occurrence with control	
		accounts is observed	mSCOA Regulation
		Drill down to transactions from the general	
		ledger (GL) to the sub-ledger or 3rd party	
		systems for an audit trail.	mSCOA Regulation
		Reporting functionality for all financial	
		reports in the full mSCOA segmented	
		transactions	mSCOA Regulation
		Provide a debtor master record containing	
		at least but not limited to:	mSCOA Regulation
		Debtor classes and discount categories to	
		ensure correct billing and rebates	mSCOA Regulation
		Trade, sundry and other debtor types to	
		comply with mSCOA requirements;	mSCOA Regulation
		Debtor levies in mSCOA segmentation to	
		the Accounts Receivable;	mSCOA Regulation
		Receipt allocation to AR in the correct	
		mSCOA segmentation	mSCOA Regulation
		Daily balancing between sub-system and	
		AR; and	mSCOA Regulation
		Month-end and year-end procedures to	
		ensure correct disclosure of cash on hand	
		and age analysis	Legislation
	Transactions in debtors must	Drill down to transactions from the general	
	reflect in the AR in mSCOA	ledger (GL) to the sub-ledger or 3rd party	
Accounts Receivable	segmentation	systems.	mSCOA Regulation

	Integration of sundry systems	Cemeteries system	Required	
		Fire and emergency services systems.	Required	
		Library system	Required	
		Traffic fines systems.	Required	
		Transport services systems	Required	
Accounts Payable	Supplier maintenance	Creating a supplier database.	Legislation	
		New and changes of bank details for		
		suppliers should be approved by at least		
		two senior officials	Required	
		Post supplier invoices, credit- and debit		
		notes. Select documents to pay with		
		payment dates	Legislation	
		Make payments and part payments. Allow		
		for future and scheduled payments	Legislation	
		Align suppliers with debtors and HR		
		modules.	Required	
	Accounts Payable (AP)	AP must include, at a bare minimum but		
		not limited to:		
		Goods received notes for full or partial		
		deliveries aligned to authorised issued		
		purchase orders. Goods return notes with		
		debit and credit orders;	Legislation	
		Invoicing for goods received notes as		
		partial or multiples invoice payments.		
		Settlement discounts as allowed by		
		suppliers;	Legislation	
		Selection of invoice payments on varied		
		platforms. Bulk payment of invoices		
		including direct linking to the banking		
		sector. Producing of electronic remittance		
		statements with automated distribution;	Legislation	
		Direct invoice payment such as Eskom;	Legislation	

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Sundry payments generated from payroll,	
billing or manual S&T transactions;	Legislation
Re-occurring and scheduled payment	
such as lease amounts or quarterly loan	
repayments;	Legislation
Retention register with auto mated update,	
pay-out and balanci	Required
A cession register linked to the PMU with	
automated allocations;	Required
Age analysis of creditors with supporting	
reports	Legislation
Must be able to calculate accounts	
payable VAT reconciliations (including	
calculations on returns and discounts)	Legislation
Must be able to perform project	
management from award of tender with all	
payments made, variation orders as well	
as retention provisions and payments	Required
Must be able to provider a report of all	
payments made within a specified period,	
i.e daily, monthly annually, etc	Required
Must have a module for creditors	
statement reconciliation	Required
Should be able to provide a report	
indicating the number of days it took to	
make a payment for each invoice	Required
Should be able to detect and prevent	
duplicate payment of the same invoice	
number for the same service provider even	
if it is processed in different financial	
years.	Required

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	Should be able to enquire on outstanding	
	orders using supplier name	Required
	The option to scan and store invoices and	to be integrated with
	other documents on the supplier;	existing system
	A web portal for suppliers to enquire on	
	payment status and uploading/submitting	to be integrated with
	of invoices	existing system
Cash Management	Automated receipting of bank deposits	
	received and allocations to related	
	accounts.	Required
	Tracking and reporting on the cashflow	
	movements and presentation of a	
	dashboard view.	Required
	Automated passing of journals for interest	
	and other bank charges	Required
	Electronic payment of creditors and	
	salaries	Required
Investments	An investment register with	
	notifications/responses for the end of fixed	
	investment periods (date of maturity)	
	incorporated within the workflow. Updates	
	from cashbook and payments must be	
	seamless.	Required
	Produce a reconciliation of the investment	
	register with all required documentation.	Required
Loan Register	A loan register capable of calculating	
	repayments and schedule payments within	
	the workflow	Required
	Produce a reconciliation of the loan	
	register with all required documentation.	Required
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		Tax & VAT	Fully integrated and approved VAT		
			handling capabilities incorporating all		
			statutory required documentation.	Required	
			Must have a report for VAT output and		
			input to be used to submit VAT 201	Legislation	
			Interface to SARS eFiling for automated		
			reconciliations and submissions of		
			disclosures.	Required	
		Automated Work flow	Where authorisations are across line		
			functions, the process must be automated.		
			Examples are deviations (section 36),		
			Subsistence and Travel claims, Personnel		
			Requisitions, Transfer of funds(virement		
			Policy), Asset Transfer, Clearance forms,		
			Works orders, Leave applications, etc.	Required	
			Trace all financial asset transactions to the		
			asset level	Legislation	
			Ensure that all asset transactions are		
		Fixed Asset Management	aligned with mSCOA Regulations.	mSCOA Regulation	
		Insurance Claims	Provide an insurance claims register with		
			direct linking to the assets module.	Required	
			Required Derive valuation of assets to		
			calculate insurance premiums from the		
			asset register	Required	
			Write-off of assets from the insurance		
			module must update and transact on the		
			asset register as well as the gl.	Required	
			Workflow with document management and		
			reporting must be available	Required	
	Cost Planning	Incorporate a costing module	A full costing module aligned to the		
			mSCOA costing segment to assist in		
			calculation of tariffs and real costs.		
L					

			Charges must have a direct effect on		
			tariffs. Therefore it will be necessary to		
			ensure direct link to Provisioning and		
			payroll modules exist etc. through the		
			application of internal billing departmental		
			charges or activity based recoveries.	mSCOA Regulation	
			Management reporting on all charges		
			should be available for reports as well as		
			dashboard information	mSCOA Regulation	
Project Accounting					
Project Accounting refers to the ca	pability to account for individual proj	ect costs and ensure that these settle	e as assets under construction (AUC's) where a	applicable. The project acc	ounting functionality should be
extendable to provide project mana	agement capabilities in order to track	c physical project progress against p	redetermined milestones in addition to tracking	the financial performance	of the project or portfolio of
projects					
	Project Creation & Planning	Y	A comprehensive project module that		
			allows for integrated development plan		
			(IDP) objectives to be transferred into the		
			project module for planning, budgeting		
			and ultimately reporting purposes	Required	
			The municipal budget module must be		
			aligned to the project module.	Required	
			Projects registered in the project module		
			must be aligned to the mSCOA Project		
			segment.	Required	
			All segmentation of mSCOA must be		
			incorporated into the project module,		
			whereby a project based budget is		
			produced, informed by the integrated		
			development plan (IDP) and giving input to		
			the annual service delivery- and budget		
			implementation plan (SDBIP).	Required	

		Capital acquisition, maintenance and		
		replacements must be driven from the		
		project module	Required	
		Operating budget items such as operating		
		expenditure on repairs and maintenance,		
		operational costs and typical work streams		
		must originate from the project module	Required	
Project Management	Project Management Unit (PMU)	Project management and stakeholder		
		inputs must be controlled by clear		
		business processes and user access		
		controls.	Required	
		Projects net completed within a financial		
		year must be carried over and work-in-		
		progress (WIP) items registered	Required	
		Project managers should have full access		
		to their projects within the limitations of the		
		budget and internal policies	Required	
		Workflow processes must assist in project		
		maintenance	Required	
		Strict budget control as per the approved		
		integrated development plan (IDP) must		
		be maintained.	Required	
		A Safety, Health and Environmental (SHE)		
		module to comply with general Health and		
		Safety Regulations should be incorporated		
		within the system. (For example the		
		Construction Regulations, the		
		Occupational Health and Safety (OHS)		
		Act, 1993, General Administrative		
		Regulations, General Safety Regulations		
		and the National Environmental		
		Management Act, 1998) Regulatory Safety,		
		wanayement Act, 1990/ Regulatory Salety,		

	Health and Environmental (SHE)		
	documentation must be available in a		
	document management tool with defined		
	check lists and milestones	Required	
	Health and safety incidents must be		
	recorded and managed on the system and		
	reported as per legislation	Required	

Treasury and Cash Management

Treasury and c ash management refers to investing, financing activities and operational cash management. The following processes must be considered relevant to this cycle -

(a) Investing activities comprises the acquisition, disposal and management of tangible assets, including land, buildings, plant and machinery, motor vehicles, furniture and equipment, computer hard ware, software and communication networks. Also included are acquisition, disposal and management of intangible assets such as research and development expenditure, patents and trademarks, scientific and technical know-how, intellectual property rights such as copyrights and licences. Municipalities and municipal entities must introduce accounting policies for depreciation, impairment, revaluation, asset retirement, etc.;

(b) Financing activities are the means by which the municipality or municipal entity obtains its funding. This may be in the form of funds obtained from borrowing (external loans) or transfers and subsidies to the municipality or municipal entity. Financing activities also include finance and operating leases entered into by the municipality or municipal entity. Included are related transactions such as security and guarantees granted to a lender, accounts receivables pledged to a discount house, interest charges, finance charges on leases, foreign exchange gains and losses, hedging gains and losses and commitments for capital expenditure;

(c) Investment may take the form of fixed interest, long-term or short-term debt, investment s or loans; secured or un-secured. Procedures must be implemented to control the purchase and sale of investments, the movement of scrip or recording of dematerialised securities and the resulting cash received and paid including income from investments, and (d) Cash and bank refers to transactions occurring daily in all municipalities and municipal entities represented by a high volume of transactions in payments and receipts. Procedures must provide for expenses and reimbursements of "suspense accounts and floats" including regular surprise counts; cash handling procedures for unbanked receipt s and money in transit; control over the opening of bank accounts and obtaining access to electronic banking signatures, regular reconciliations of bank accounts and timely follow-up of reconciling items by management

Cash Management	Bank Reconciliation	A fully integrated and automated		
		cashbook module that links to the banking		
		sector and allows for at least	Required	
		Allow for multiple bank accounts and		
		sweeping between accounts	Required	
		Bank reconciliation for all bank accounts of		
		the municipality separately	Required	

Automated receipting of debtor payments	
and other monies received, where valid	
reference is used;	mSCOA Regulation
Reconciliation of all funds received by	
various cashiers i.e. doorsafe, credit and	
debit cardsd;	mSCOA Regulation
Automated passing of journals for interest	
and other bank charges;	mSCOA Regulation
Automated clearing of system generated	
transactions such as payments and	
payments break down	Required
Automated clearing of cash received in the	
general ledger (GL) to the bank account;	Required
Automated reconciliation of bank	
statements to the ledger and supplying	
supporting documentation for	
management	Required
Forecasting of cash must be available on a	
dashboard.	Required
Report all unreconciled items and an	
indication of whether those unreconciled	
items are in the cash book or bank	
statement	Required
Sequential Statement download controls to	
without duplicates	Required
Function for RD cheques issued by	
municipal clients for the payment of	
accounts	Required
Reconciliation of daily receipts against	
what has been banked	Required

			Allocation of debit orders (against the		
			municipal bank account) to relevant vote		
			numbers and claim VAT where applicable	mSCOA Regulation	
			Support mSCOA segmentation in the		
			cashbook module	mSCOA Regulation	
		Petty cash	A petty cash module that would allow for		
			accounting for petty cash transactions and		
			subsequent budget allocations and control		
			as per mSCOA.	mSCOA Regulation	
			Internal cash receipt with drawdown of		
			petty cash	mSCOA Regulation	
		Ad hoc: The Cash Management	Automated payment requests with user		
		System must at least	authorisation and access control.	Required	
		accommodate, but not be limited	Loan liability register	Required	
		to:	Investment Management and Register		
			(parameter driven)	Required	
			Interest Received and interest expense		
			reconciliation.	mSCOA Regulation	
			Cash Flow Management which includes		
			forecasting and analysis and full		
			integration with the budget and financial		
			accounting modules	Required	
			Funds management and budget		
			availability control.	Required	
Procurement Cycle: Supply Chain	Management, Expenditure Managem	nent, Contract Management and Acc	ounts Payable		

Supply Chain Management, Expenditure Management and Accounts Payable (Creditors) needs to incorporate as a minimum the following -

(a) Supply chain management is the management of a network of interconnected business processes involved in the provision of goods and services required by the municipality. It integrates the management of supply, demand, acquisition, logistics and disposal by implementing a supply chain management policy in compliance with the MFMA and Municipal Supply Chain Management Regulations in a fair, equitable, transparent, competitive and cost effective way;

(b) Expenditure management follows the SCM processes that should ensure an effective system of expenditure control, including procedures for the approval, authorisation, withdrawal and payment of funds. These expenditures should be monitored against the approved budget, and reasons for variances must be explained and corrective action must be implemented to keep expenditure in line with budget estimates;

(c) Accounts payable results from any monies owed in respect of goods and services purchased and must be settled within thirty days of date of invoice or statement unless it is prescribed otherwise. The payment of creditors or accounts payable must be reconciled monthly according to the statements received from service providers;

(d) Material and inventory management deals with the maintenance of inventory catalogues classified according to the high-level categories provided for in the Standard Chart of Accounts. Business processes need to incorporate at a minimum, ordering; issuing and management of inventory levels; preferred suppliers linked to inventory categories; flagging of stock levels with limited movements for substantial periods; regular physical counts and reconciliation to system stock records; exception reporting and enhanced controls on stock items susceptible to misuse such as illegal stockpiling; and all sub stores to be activated on the system;

(e) Contract management entails the management of contracts through the entire Contract Life Cycle so as to maximise value for money that includes procedures for planning; contract creation; collab oration; execution; administration; and close-out. Contracts should be listed in a contract register embedded into the financial application that automates all the activities necessary to manage the contract as informed and dependant on the nature of the work, the type of contract, the legal aspects and delivery timeframes. It also entails the activities carried out to determine whether the service provider and the municipality are performing adequately to meet the requirements in listed contracts that had been a warded through the procurement process and the prescriptions in the MFMA; and

(f) Vendor management entails managing a supplier database in support of various strategic procurement objectives.

 Supply Chain Management	A Supply chain management	The supply chain module should as a		
 (SCM)	system that give effect to section	minimum have the following functionality:		
	11 of the Municipal Finance	Allow for requisition from the annual		
	Management Act, 2003 (MFMA),	procurement plan;	Required	
	the Municipal Supply Chain	Align requisition to be project based;	mSCOA Regulation	
	Management Regulations and	Supplier rotation management (parameter		
	council's approved SCM policy	driven);	Legislation	
		Supply Chain Deviation Management		
		Facility in terms of legislation;	Legislation	
		Allow for the online requisition of		
		quotations and receipt thereof.	Required	
		Adhere to the municipality's delegation of		
		duties and authority levels;	Legislation	
		Electronically validate against the National		
		Treasury database for prohibited,		

	employees of state and related parties and		
	invite tenders based preferential		
	procurement principals;	Legislation	
	Electronically manage the invitation, bid		
	closure and adjudication process with a		
	full document management server		
	unpinning the cycle;	Required	
	Record and electronically store the bid		
	adjudication committee's meeting minutes		
	and store the minutes on the document		
	management server;	Required	
	Ensure the service level agreement (SLA)		
	and allocation letters are electronically		
	archived prior to any payment being		
	made;	Required	
	Enforce where applicable retention		
	enforcement and manage retention		
	registers;	Required	
	Ensure tax clearance management for the		
	duration of the contract	Legislation	
	Integrate with the asset management		
	system;	Legislation	
	Ensure that all payments are made within		
	30 days of receipt of an invoice therefore;		
	and	Legislation	
	Ensure that full accrual is done at month-		
	end and yearend cut-off periods.	Legislation	
Contract Management that gives	Contract management through workflow		
effect to MFMA section 116	and audit trail.	Legislation	
 Requisitions	Different requisition origination such as		
	online, manual, stores and other modules.	Required	

		Project based requisition forms	mSCOA Regulation	
		mSCOA segmented capturing.	mSCOA Regulation	
		Ability to attach documents to online		
		requisitions such as drawings or		
		specifications	Required	
		Must support full work flow and electronic		
		signatures.	Required	
	Projects	Must be able to support the generation of		
		mandatory budget pricing at the beginning		
		of the project and the maintenance thereof	Required	
		Follow accepted project management		
		methodology through work flow and		
		document management	Required	
		Allow for incentives, penalties and returns.	Required	
	Supplier Evaluation	Evaluate supplier performance in		
		accordance with contract deliverables.	Required	
		Update incentives and penalties to		
		supplier database	Required	
		Automate notification alerting relevant		
		system users when a supplier's BEE		
		certificate and tax certification reach		
		expiry dates	Required	
	Request for quote, quotations	Maintain a Request for quote, quotations		
	and Request for proposals	and proposals database linked to		
		suppliers.	Required	
		Automated notification of price differences		
		outside of approved variance	Required	
		Automated evaluating of quotations with		
		parameters	Required	
		Comparative tables for allocation of bids	Required	
		Automated notification and ordering		
		system	Required	

]	I			
		Workflow and document management in		
		quotation process.	Required	
	Purchase Order Processing(PO)	Allow for automated purchase orders from		
		approved requisitions	Required	
		Electronic authorising and signing of		
		purchase orders (PO's) through workflow		
		process.	Required	
		Automated sending of purchase orders		
		(PO's) to supplier through email and/or fax.	Required	
		Processing of partial order deliveries with		
		automated reminders of outstanding items.	Required	
		Automated transfers of outstanding orders		
		to future periods with budget controls.	Required	
		Align purchase order (PO) deliverables to		
		the annual service delivery- and budget		
		implementation plan (SDBIP).	Required	
Inventory	Inventory / Stores sub system	All consumable items in terms of the		
,	, , , , , , , , , , , , , , , , ,	classification framework is purchased via		
		an inventory principal. This include direct		
		purchases like pens, stationary, etc.	mSCOA Regulation	
		In terms of the above, all systems should		
		cater for a stores module be it virtual or		
		actual that will allow management to		
		control the consumable items in an		
		effective and controlled manner.	mSCOA Regulation	
		The stores module must seamlessly		
		integrate and balance with the core		
		financial system	mSCOA Regulation	
		Where a full stores module is operational,		
		high value items should annually be		
1		measured to establish whether any of	1	
		mediated to establish whether any of		

	I	1	these items should be capitalised as		
			'assets'.	mSCOA Regulation	
			Normal functions should be included as		
			required and should include but not be		
			limited to: Warehouse management;		
			Acquisitions; Stock Level Management;		
			Disposals; Automated consumable stores		
A			stock count sheets (departmental stores).	mSCOA Regulation	
Grant Management	Sector Contractor Contractor Contractor	and an a state of the second		and a second the second second second	
Grant management			rants allocated, received and spent according t	o the conditions in the Anni	al Division of Revenue Act.
	Subsidies	Maintain a grant register that as	Provide for a grant register linked to ledger		
		a minimum:	accounts.	mSCOA Regulation	
			Automate receipt allocation of grants.	Required	
			Automate payment allocations	Required	
			Link to mSCOA funding source with		
			budget control.	mSCOA Regulation	
			Provide for reporting in accordance with		
			the mSCOA Regulation and internal		
			control.	mSCOA Regulation	
Full Asset Life Cycle	e Management including Maintenance Manag	gement			
In terms of Section	152 of the Constitution, local coernment's prin	mary mandate is to ensure services are pro	vided in a sustainable and developmental mar	ner; this notion and spirit is	supported by the MFMA. Good
asset management	facilitates the provision of services in a financ	cially sustainable manner and requires ade	quate automation of critical process within the	asset management cycle. T	ypical to an effective and efficie
system at least the f	ollowing functions need to be addressed as p	part of the minimum business process requ	uirements –		
(a) Safegua	rding of assets, e.g. asset tracking, numberin	ig and locations;			
(b) Maintain	ing assets, planned and unplanned maintena	ance which needs to also incorporate capit	al asset renewal;		
(c) Maintena	(c) Maintenance costing as an input into asset replacement plans;				
(d) Establish	ing and maintaining a management, account	ting and information system that accounts	for the assets of the municipality;		
(e) Asset va	luation principles in accordance with Genera	Ily Recognised Accounting Practice (GRAF	2);		
(f) Establish	ing and maintaining systems of internal contr	rol over assets;			
(g) Establish	ing and maintaining an asset register;				
(h) Clarifying	g responsibilities and accountabilities for the	asset management process, and			
(II) Olamying					

Asset Management	Subject to the existing legislative	An asset and liabilities subsystem that		
	and generally recognised	gives effect to MFMA section 63:		
	accounting practice (GRAP)	Assets classes with its associated asset		
	requirements:	types to manage the accounting policy		
		statements in the financial statements as		
		well as give overall control of all assets		
		within asset classes with its associated		
		useful lives and its associated SCOA		
		reporting framework.		
		It should also include the NERSA		
		Regulatory Reporting Manual (RAM)		
		classification as well as the Department of		
		Water Affairs (DWA) in order for the		
		municipality to comply with NERSA and		
		DWA requirements.		
		All asset transaction types must be		
		accommodated in a flexible manner to		
		accommodate future expansion within the		
		SCOA framework.		
		An audit Trail, with an enquiry facility into		
		the audit trail, of all movement within these		
		files is a requirement.		
		The 'asset management system' module		
4		should:		
		Manage the full asset life cycle;	Legislation	
		Manage the contract and build phase of		
		the project by registering the component		
		and rolling the accounting transaction up		
		to the work-in-progress (WIP);	Legislation	

		Immediately after a completion certificate	
		is received, unbundle assets and maintain	
		the parent-child relationship between the	
		main asset and its components;	mSCOA Regulation
		Enable table-to-floor inspection sheets	
		(electronic devises are preferred) as well	
		as floor-to-table look-up methodologies;	Legislation
		Host the insurance register and constantly	
		update the portfolio as new assets are	
		purchased or if there is progress on the	
		value of work-in-progress (WIP)	Legislation
		Compile and monitor expenditure against	
		the asset maintenance plans;	Required
		Integration to billing systems to monitor	
		investment properties and valuation	
		inconsistencies;	Required
		Utilise the billing system functionality to	
		ensure ownership of land and buildings to	
		the deeds register;	Required
		Integration of the electronic scanning and	
		verification device. The purpose is to	
		ensure annual verification and conditional	
		assessment with GPS co-ordinate	
		capturing to the nearest extent possible;	
		and	Required
		Seamless integration with a Geographical	
		Information System (GIS) or alternative	
		mapping enabled graphical user	
		interphase	Required
	Identification of Assets	Ability to identify and track assets in a	
		hierarchy structure of departments,	

		locations, components and		
		subcomponents.	Required	
		Define Cost Centres, Work Centres,		
		assigning of re-servicing the equipment to		
		an individual.	Required	
		Allow for criticality rating to be assignable		
		to each asset via the risk assessment		
		model.	Required	
		Ability to link movable assets to third party		
		asset tracking systems.	Required	
	Maintenance Strategies	Must be able to configure different		
		strategies.	Required	
		Ability to attach and insert links to		
		Technical Documentation throughout the		
		maintenance module	Required	
		Must cater for a master maintenance		
		schedule with reporting of 'maintenance		
		done	Required	
		Must be able to indicate the lifespan of		
		equipment for replacement budgeting		
		purposes	Required	
		Must be able to track warranty periods by		
		components.	Required	
		Support call centre notifications and		
		maintenance of assets with integrated		
		workflow	Required	
	Fleet Management	Fleet Management system.	Required	
	Fleet Tracking	Fleet Tracking system.	Required	

buildings and factories. Specific attention needs to be given to the property register inclusive of owned and leasehold properties, tenant and occupant information, lease contract administration and management,

occupational health and safety requirements, insurance, etc. Other resources management among others include fleet (vehicle) management, plant and equipment, etc. including the hiring thereof

	Rental	Rent out	Maintain a rent register for rental	Required	
			properties.		
			Holiday resort systems.	Required	
			Automated rent renewals with workflow	Required	
			and document management		
			Link to debtors system for collection of	Required	
			rent.		
			Link to valuation system	Required	
			Link to asset register	Required	
		Facilities	Facilities rental module updated from		
			receipting with workflow refunds	Required	
		Rent in	Lease register with work flow and		
			document management.	Required	
			Automated payment scheduling	Required	
	General Processes	Maintenance	Maintenance module for properties and		
			facilities	Required	
			Facilities Management (Maintenance).	Required	
Human Resource and Payroll Man	agement		•	·	
Human resources and payroll man	agement is the organizational functio	n that deals with issues related to en	nployees such as compensation, hiring, perforr	mance management, orgar	nizational development, safety,
wellness, leave management, bene	wellness, leave management, benefits, employee motivation, communication, administration, and training in line with the prescriptions of the Labour Relations Act. Staff establishment, human resources development				
and expenditures on staff benefits	should be done according to the pro	cesses and procedures set out in the	e MSA and MFMA. Pay rol I management entai	Is the administration of the	financial record of employee s'
salaries, wages, bonuses, net pay,	, and deductions and should be done	e within the limits of the approved bu	dget and the prescriptions of the South African	Revenue Services (SARS).	. Budgeted remuneration and
benefits needs to be directly aligne	ed to the approved staff establishmer	nt with provision for vacancies showr	n separately and all staff payments must be rec	onciled monthly. The issue	of productivity or performance
management needs to be address	ed by u sing the latest available tech	nologies such as bio metrics devices	S.		
	Human Resources (HR)	A Human Resource (HR) payroll	Organisation Management.	Legislation	
		module that as a minimum (In			
		addition to the normal payroll			
		calculation):			
			Employee Records Management.	Legislation	
			Job profile	Required	
			Leave Records Management.	Legislation	

Leave Pay Accrual to be automated also to	
be retrieved on an ad hoc basis.	Required
E-Leave functionality.	Required
Training and Development Management	Legislation
Recruitment and Selection Management.	Legislation
Performance Management.	Legislation
Travel claims Management	mSCOA Regulation
Human Resource Self Service.	Required
Ability to capture and update personnel	
qualification, upload certificates	Required
Talent Management.	Required
Career Path Management	Required
Payroll and Benefits Management	Required
Automated reconciliation at predetermined	
intervals	Legislation
Overtime claims Management/ Time off in	
lieu.	Legislation
Special Allowance Management (e.g.	
acting, secondments, etc.).	Legislation
Refunds to staff in respect of over-	
deductions and ad hoc payments	Legislation
Allow for the application of the subsistence	
and travel online for approvals	Legislation
Deductions and payments to third parties	
(e.g. medical aids, SARS, union	
contributions, etc.).	Legislation
Ad hoc payroll runs must reflect in the	
Financial Management System.	mSCOA Regulation
Must cater for pensioners' benefits.	mSCOA Regulation
Provision to record allowance details	
against a post and employee (e.g.	

12H00

Telephone Allowance, categories,	
amounts, telephone number etc.)	mSCOA Regulation
Employee Relations.	Legislation
The system must cater for all requirements	
of the South African Revenue Services	
(SARS).	mSCOA Regulation
Must provide a facility to automate the	
update of tax tables whenever changes	
occur.	Legislation
History of previous tax tables must be	
retained on the system for an indefinite	
period	Legislation
The system must be flexible so as to cater	
for any legislative changes to UIF,	
Workman's Compensation, Unions, etc	Legislation
The system must be able to cater for more	
than 1 payroll type (e.g. Staff, Pensioners,	
etc.).	mSCOA Regulation
Narrative type pay slips must be provided	
(Hard copy and electronically)	Legislation
Accumulations of all deductions to be	
printed on pay slip if required (Pension,	Legislation
tax, housing allowance, motor car	
allowance, etc.)	
Salary payments made to employees' bank	
accounts must be catered for	Legislation
electronically by either ACS (Automated	
Clearing Bureau) or electronic funds	
transfer (EFT).	
Provide a payment hold facility.	Legislation
Third Party deduction and payments in	
terms of schedules or ad hoc basis.	Required
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Variance reporting.	Required	
The ability to calculate back pay across	noquilou	
tax periods and increment periods must be		
provided for.	Required	
The system must allow for dummy		
validation pay runs to be carried out prior		
to running the final run	Required	
All temporary staff (e.g. seasonal workers,		
learner ship programs, contract workers,		
etc.) to be controlled via Budget		
availability	Required	
Provision to maintain (add, amend, delete)		
conditions of service pertaining to specific		
posts.	Required	
The Payroll System must be able to		
accommodate or account for all vacancies		
(i.e. funded and or unfunded vacancies)		
based on a Council approved		
Organogram in terms of. Section 66A of		
the Municipal Systems Act Amendment		
Act (MSAA).	Required	
Budget control and management of		
virement requirements	mSCOA Regulation	
Ensure that all employees' and councillors'		
declaration of interest and related parties		
are captured on the master files	Required	
Bank account monitoring against supplier		
and/ or contract payment AND against		
own and related parties bank accounts	Required	
Test against the central database for		
contracts with any 'organs of state'/		
"persons in the service of state" and supply		
1		

the central database with employees' and
related parties' details. Required
Supply the central database with the
identification (ID) numbers of employees,
councillors and related parties Required
Report and create the workflow for
collection of all employees and councillors
with arrear accounts Legislation
Provide the financial statements with
regulated reporting requirements
regarding the municipal councillors'
outstanding debtor account details Legislation
Provide the general ledger (GL) with
transactions that debit expenditure and
credit revenue votes when applicable. This
creates a temporary total liability of the
payroll balance on the integration control mSCOA Regulation
Create the clearing transactions that clear
the integration control, these transactions
include:
Electronic funds transfer (EFT) to
employee's bank accounts into the core
financial systems cashbook awaiting
approval; mSCOA Regulation
Creation of "invoices" for 3rd parties, SARS
(PAYE, VAT, etc.), UIF, Medical aid and
pension funds; mSCOA Regulation
Provide for an employee portal to update
personal information and re-produce
documents. Required
The system must support a disciplinary
module which should allow for (not

			complete list): - Grievances created		
			(bottom up workflow) - System should		
			recommend action to be performed based		
			on type of grievance - Allow for exception		
			reporting (when a grievance is not being		
			addressed in correct time frame)	Required	
	Time Management		Work schedule and shift planning	Required	
			Time data recording and administration.	Required	
			Align with Safety Health and Environmental		
			(SHE) module	Required	
	Payroll		Must be able to easily integrate with		
			banks. Seamless upload of payroll		
			information	Legislation	
			Support multiple payrolls with different pay		
			structures.	Legislation	
			Produce, in conjunction with the Human		
			Resource system, a multi-year budget in		
			the mSCOA segmentation	mSCOA Regulation	
			Integrate with the time management		
			system	Required	
			Ability to submit statutory reporting to		
			SARS for all taxes	Legislation	
Customer Care, Credit Control and	Debt Collection				
Each municipality must within its fir	nancial and administrative capacity e	stablish a sound customer managem	nent system as prescribed in the MSA. Credit c	ontrol and debt collection	is the responsibility of the
municipality and processes, proce	dures and mechanisms must be imp	lemented in line with the policy as ad	lopted by the Council as prescribed in the MSA	٨.	
	Credit Control	A credit control and debt	The system should enable the municipality	Required	
		collection system that integrate	to manage an end-to-end debt collection		
		with the revenue management	process and must:		
		system and that gives effect to			
		Chapter 9 of the Municipal			
		Systems Act, 2000			

Provide for SMS, email and hand delivered	
late payment notifications;	Required
Provide for parameter (area, aging, debtor	
type, specified amount or number of	
disconnections required, selection of more	
than one area at a time) based	
disconnection list generation;	Required
Manage re-connection process (capturing	
and recording of information if	
reconnection is done versus income	
received) classification of debtors on the	
reconnection list. Manage arrangements	
with immediate capturing of arrangements	
including variable arrangements(
automatic printing of arrangement	
documents to sign per customer category.	
Integrated notes on the debtor master file	
and workflow with technical services.	
Generate reports on all arrangements,	
defaulted arrangements, arrangements	
hounred, arrangement below a certain	
percentage or arrangements longer than a	
specified period;	Required
Integrated clearance applications and	
calculations;	Required
To generate letter of demand to defaulted	
arrangements. Final notice, summons and	
judgement issuing;	Required
Summons and judgement issuing	Required
Ability to capture court orders for accounts	
under Administration and Debt review.	Required

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		Management of attorney actions on an		
		integrated level	Required	
		Ability to generate reports on income		
		generated on accounts under		
		Administration and Debt review	Required	
		Ability to job schedule reports to run		
		automatically	Required	
		-Indigents with active clearances –		
		excluded from write offs Be able to		
		produce report on approved indigent at		
		any given time showing subsidies already		
		granted	Required	
	Arrear Arrangements	Arrear arrangement functionality must be		
		accommodated in a work flow of various		
		administration processes including, but		
		not limited to:		
		Online Application;	Required	
		Authorisation of application	Required	
		Automated arrangement financials	Required	
		Automated Default process	Required	
		Irrecoverable Debt Write Off process	mSCOA Regulation	
		Restriction and Reinstatement of Credit		
		and prepaid meters daily import and		
		export files to manage process;	Required	
		Meter Tampering Management;	Required	
		Debtor (individual/group) dashboard;	Required	
		Management facility to monitor Debtors		
		that are also Service Providers (creditors)		
		set off Management	Required	
		Management of Staff arrears set off –		
		(portion of bonus). Generate monthly		
		reports of arrears staff members	Required	

Image: Section of the section of th				
Image: State in the state in the state is a			Error report on indigents not uploaded -	
Image: Second			Report on Indigents with conventional	
Image: Character of the second sec			meters – to install prepaid meters - To	
indigent tarific including subsidy mSOA Regulation Program for enrowe old indigents from system and automatic result initial is system and automatic result initial is available to upload indigents in bick with roports: - Al indigents uploaded auccessibly printigent category Required Image: Imag			move arrears to abeyance to be written off	
Program to renove old indigents from system and automatic rost of tarifis to normal tariff structure. An option must be available to upload indigents in bulk with report All indigents uploaded successfully per indigent outgood. Required Image: Image			- Automatic change of tariffs with upload to	
generation generation <td></td> <td></td> <td>indigent tariffs including subsidy</td> <td>mSCOA Regulation</td>			indigent tariffs including subsidy	mSCOA Regulation
Image: constraint of the structure is a specific or the structure is a specific or the specifi			Program to remove old indigents from	
Image: series of the series			system and automatic reset of tariffs to	
Image: state in the state			normal tariff structure. An option must be	
Image: service and services of the Municipal Successfully per indigent category Required Required Required Required Required Pograms in place to manage Debit Order Payments and reversals Required Required Required Required Required Required R			available to upload indigents in bulk with	
Image: service providers/ mechanisms (of the Legal Process Up to the Default Judgement Required Image: service providers/ mechanisms (of the			reports: - All indigents uploaded	
Programs in place to manage Debit Order Payments and reversals Required Councilor Arrear Management-generate monthly report Required Specialised Functionality for Third Party Interfaces (e.g. Staff Arrear Set Offs, Prepaid Vending Arrear Set Offs, etc.) Legislation Customers Customer portals to give effect to Section 95 of the Municipal (amongst other) requires the following: A sound customer management system that: Legislation Alms to create a positive and reciprocal (amongst other) requires the following: Systems Act, 2000 which (amongst other) requires the following: Alms to create a positive and reciprocal municipality; Required Establishes mechanisms for users of services and ratepayers to provide feedback to the municipality or other service providers/ mechanisms (of the Required			successfully per indigent category	Required
Image: Payments and reversals Required Payments and reversals Required Councilior Arrear Management-generate monthly report Legislation Specialised Functionality for Third Party Interfaces (e.g. Staff Arrear Set Offs, Prepaid Vending Arrear Set Offs, Prepaid meter blocking/set offs, etc.) Legislation Customers Customer portals to give effect to Section 95 of the Municipal Systems Act, 2000 which following: A sound customer management system that: Legislation Marco create a positive and reciprocal (give-and-take) relationship between following: Marco create a positive and reciprocal (give-and-take) relationship between persons liable for payments and the municipality; Required Establishes mechanisms for users of services and ratepayers to provide feedback to the municipality or other service providers/mechanisms (of the Legislation		Legal Process	Up to the Default Judgement	Required
Councilior Arrear Management-generate monthly report Legislation Specialised Functionality for Third Party Interfaces (e.g. Staff Arrear Set Offs, Prepaid Vending Arrear Set Offs, Prepaid Vending Arrear Set Offs, Repaid meter blocking/set offs, etc.) Legislation Customers Customer portals to give effect to Section 95 of the Municipal to Section 95 of			Programs in place to manage Debit Order	
Image: service providers/ service provider Image: service providers/ metapayers to provide service provider service providers/ metapayers to provide Legislation			Payments and reversals	Required
Specialised Functionality for Third Party Interfaces (e.g. Staff Arrear Set Offs, Prepaid Interfaces (e.g. Staff Arrear Set Offs, Prepaid Legislation Customers Customer portals to give effect A sound customer management system to Section 95 of the Municipal that Interfaces (e.g. customer portals to give effect Systems Act, 2000 which Aims to create a positive and reciprocal Interfaces (e.g. customer management system (amongst other) requires the following: Following: Persons liable for payments and the municipality; Required Establishes mechanisms for users of services and ratepayers to provide feedback to the municipality or other service providers/ mechanisms (of the Establishes mechanisms (of the Establishes mechanisms (of the			Councillor Arrear Management- generate	
Image: series of the series			monthly report	Legislation
Image: Section			Specialised Functionality for Third Party	
Image: Section			Interfaces (e.g. Staff Arrear Set Offs,	
Customers Customer portals to give effect to Section 95 of the Municipal A sound customer management system that: A sound customer management system Systems Act, 2000 which (amongst other) requires the following: Systems Act, 2000 which (amongst other) requires the following: Aims to create a positive and reciprocal Image: (give-and-take) relationship between Establishes mechanisms for users of services and ratepayers to provide feedback to the municipality or other service providers/ mechanisms (of the Establishes mechanisms (of the Image: Customer management system Image: Custom			Prepaid Vending Arrear Set Offs, Prepaid	
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			feedback to the municipality or other	
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Enables electronic query and appeal Required procedures which allow persons to receive prompt response action to fracturate accounts' queries; Required Fnables structured workflow mechanisms to deal with complaints from such persons, together with prompt replets and correctiva action by the municipality; Required Mechanisms to monitor the municipality; Required Management & Community; Required Liaison Alternate dustance registration Management & Community; Required Automate the allocation of funds to the customer to tingger instruction of undis to the customer to tingger instruction to unbick/i reconnect suspended service Automate the allocation of funds to the customer to tingger instruction to unbick/i customer to tingger instruction to unbick/i customer to tingger instruction to unbick/i customer exponses to customer exponses to customer exponses to		person to query or verify municipal		
Image: series of the series		accounts and metered consumption;	Required	
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Mechanisms to monitor the municipality's response time and efficiency in complying with the above; and Required Required Required Provides for accessible, secure and electronic payment channels. Required Required Required		together with prompt replies and		
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limited to, automated responses to customer enquiries, linking a reference		Automated customer correspondence		
customer enquiries, linking a reference		capabilities which includes, but is not		
		limited to, automated responses to		
number to the customer's account Required		customer enquiries, linking a reference		
		number to the customer's account	Required	

			Updates on statements which will reflect		
			latest adjustments	Required	
			Integrate community liaison (e.g. service		
			interruptions).	Required	
			Account payments and cashier balancing		
			on one system.	Required	
			Must have real time reflection of payments.	Required	
Valuation Roll Management	·		•	•	
The valuation roll forms the basis f	or the levying of assessment rates an	d all processes and procedures are	coerned by the Municipal Property Rates Act, 2	2004 (MPRA). All categorie	s of properties in the municipal
boundary need to be recorder and	l maintained in a municipal register o	f properties including the value of lar	nd and improvements as described in the MPR	A. Municipalities are also re	equired to undertake interim
valuations to ensure the property v	aluation roll is constantly maintained	and updated. Importantly, the busine	ess processes need to ensure integration with t	the revenue value chain of	the municipality and the billing
processes and procedures					
		Valuations Module to give effect	Seamlessly integrate with the revenue		
		to the Municipal Property Rates	management module.		
		Act, 2004, and as a minimum:		Legislation	
			Integrate information for spatial analysis in		
			a Geographical Information System (GIS).	Required	
			Integrate with the building control system		
			used in the municipality to ensure		
			completion of additions and new buildings		
			get immediately updated on the billing		
			subsystem	Required	
			Integrate with the land use system to		
			ensure appropriate tariffs is timeously		
			applied.	Required	
			Integrate with the Surveyor General (SG)		
			database and town planning systems in		
			use at the municipality	Required	
			Integrate with the deeds registry and		
			monitor actual sales with current valuations		
			as well as ownership against the billing		
			system	Required	

	1			
		Validate and report anomalies in the asset		
		register on municipal owned properties	Required	
		Provide the municipal website with the		
		Municipal Property Rates Act, 2004		
		required A&B valuation rolls	Legislation	
	Managing and calculation of	The valuation of property will be performed		
	property rates, special rating	in the separate (Computer Assisted Mass		
	areas and service charges on a	Appraisal) system and the individual		
	property subject to a number of	property values and relevant property		
	requirements including but not	attributes passed to the Solution via an		
	limited to	interface with valuation module. Data to be		
		validated and managed within the Solution		
		in compliance with legislation policies and		
		business rules to enable calculation of		
		property rates	Legislation	
		Property Rates and service charges are		
		calculated at different tariffs depending on		
		various criteria such as the category of the		
		property	mSCOA Regulation	
		Functionality is required to exempt certain		
		categories of property and/ or certain		
		categories of property owners from rates	Legislation	
		Functionality is required for the phasing in	Legislation	
		of rates in compliance with legislation		
		Clearance Certificate Management to be	Legislation	
		online and comply with Section 118 of the		
		Municipal Systems Act, 2000		
		Functionality is required to calculate a	Legislation	
		rebate or a reduction in rates in		
		compliance with the requirements of		
		legislation and/ or business rules.		
	1			

	certificate	Required	
	were considered for the issue of the		
	Sec. 118(3) where only the 2 year period		
	period - All clearances issued in terms of		
	transfer of ownerships in a specified		
	stands created in a specified period - All		
	clearance monies received - All new		
	system to provide a monthly reports: - all		
	levy with issuing clearance figures. The		
	certificate charges must be an automated		
	must be available The administration and		
	Audit trail and history of all applications		
	certificate be calculated automatically.		
	payable for the issuing of clearance		
	Section 118 (debt within 2 years) is		
	Where applicable figures in terms of		
	outstanding including all linked debt.		
	automatic calculations on the total debt		
	Integrated clearance applications and		

Land Use Building Control

Land use management is a process of managing the use and development of land. Aspects need to include spatial, urban policy usage, and economic considerations. A land use management system need to include all processes, methods and tools used for organising, operating and supervising the urban environment including the factors influencing it. A management system needs to cover all phases from the vision behind the preparation of plans and decisions to their implementation and the monitoring of impact s. Planning practices, decision making processes, procedures, implementation, monitoring mechanisms, methods and tools used in the above-mentioned phases are all elements of an integrated system. In general, land u se management is driven by various decisions taken at different levels of administration (local, regional, national). Building management incorporates all activities relating to township management such as building plan approvals, rezoning applications, illegal land usage and Municipal By-laws management. Importantly, the land an d building management needs to be integrated with the revenue value chain of the municipality.

Land use	Property maintenance	Property register providing for all land in		
		the municipal area.	Legislation	
		Town, township, suburb, street, erf,		
		subdivision and sectional title detail must		
		be aligned to the deeds office and		
		Demarcation Board specifications.	Legislation	

			Integration with billing and valuation	
			systems.	Legislation
			Alignment of ownership must be verifiable	
			with the deeds office	Legislation
			Property transfers, subdivisions,	
			consolidations and zoning changes must	
			be system process with work flow and	
			document management driven	Legislation
	Special	Integration with external	Must be able to align property register with	
		stakeholders	the Surveyor General register	Required
			Provide a Stand/Property Master for the	
			history of the property, including but not	
			limited to all record of ownership, usage,	
			amendments and developments.	Required
			Where a 3rd party GIS system is used	
			integration should be seamless.	Required
			Integration with the asset register for	
			municipal properties.	Required
	Building Control	Integration to the Town Planning	Building plan submission and approval.	Required
		function	Document management for building plans	
			and zoning certificates. Tracking of dates	
			for land use application and building plan	
			applications as per the National Building	
			Regulation and SPLUMA by-law/land use	
			scheme	Required
Revenue Cycle Billing				

boundary need to be recorded and maintained in a municipal register of properties including the value of land and improvements as described in the MPRA. Municipalities are also required to undertake interim

valuations to ensure the roll is constantly maintained and updated. Importantly, the business processes need to ensure integration with the revenue value chain of the municipality and the billing processes and procedures

	Billing	Revenue management module	Additionally to the standard minimum		
	5	that give effect to MFMA section	functionality in the MFMA the billing		
		64 that also incorporate:	system must:		
			Measure and flag anomalies of the current		
			database transaction (all services) against		
			alternative information sources such as		
			Surveyor General (SG), Deeds and		
			valuation rolls to ensure completeness of		
			actual billing	Required	
			Calculate and account monthly for the		
			provision of bad debt	mSCOA Regulation	
			Integration of Prepaid at a minimum of a		
			'debtor per tariff '-code per region, monthly		
			bill the consolidation sales amount and		
			daily receipt the sales;	mSCOA Regulation	
			Provide accessible pay points and other		
			mechanisms for settling accounts or for		
			making pre-payments for services;	Required	
			Provide adequate information for spatial		
			analysis in a GEOGRAPHICAL		
			INFORMATION SYSTEM (GIS) system for		
			billing and accounts overview and also at		
			detail level	Required	
			Create and Maintain Regional Structure;	mSCOA Regulation	
			Integrate with valuation and property		
			systems;	Required	
			Allow for multiple billing cycles	Required	
			Create and maintain a tariff structure to		
			comply with mSCOA Regulations;	mSCOA Regulation	
			Produce monthly invoices to debtors and		
			group accounts;	Legislation	
			Allow for rebates and penalty levies	mSCOA Regulation d	
L			ı	·	·

	Specific but not limited	Must have report writing capabilities for		
	requirement	standard & Ad hoc reporting (daily,		
	Billing Reporting and Tariff	monthly & annual).	mSCOA Regulation	
	Maintenance	Maintenance of tariffs as per the tariffing		
		section	Legislation	
		Integrate with debt collection for		
		disconnections and reconnections.	Required	
		Integration into 3rd party software for		
		receive readings taken	Required	
		Must be able to store infrastructure		
		(metering) diagrams which will show the		
		physical location of meter in order to be		
		able to drill down to all of the relevant		
		information concerning the meter in		
		question.	Required	
		Must have a full process and document		
		flow for terminations and re-connections of		
		services and the relevant documentation	Required	
		Must integrate with the Geographical		
		Information System (GIS) to the extent that		
		reticulation of services can be viewed as a		
		layer at any point in time within the context		
		of the current property being worked on	Required	
		On-site billing	Required	
		Must be able to do consolidated billing of	Legislation	
		properties (all services and rates into one		
		bill): As Municipalities are working within		
		the determination of the Municipal Property		
		Rates Act, 2004, a property relational		
		database design is critical. The respective		
		debtor is secondary to that		

	Generate statements at any point in time	Required
	and consolidate at customer level	
	Flexible tariff building structure and	
	design. System must be capable of	
	inclining block tariffs based on daily,	
	monthly, or annual rate scales	mSCOA Regulation
	Must allow for the maintenance of tariffs as	
	per the tariffing section.	mSCOA Regulation
	Customer must be able to nominate	
	between mailing, MMS or e-mailing of	
	monthly statement	Required
Revenue receipting	Must adhere to applicable legislation and	
	by-laws.	Legislation
	Allow for all accepted payment methods at	
	cashiers, including automated payment	
	and clearing of card payments	Required
	To accommodate fully automated	
	processing of multiple receipting streams	
	including but not limited to:	Required
	Payroll;	Required
	Third Party vendors (e.g. Absa, Easy Pay,	
	Prepaid Vendor, etc.);	Required
	Cash Offices;	Required
	Traffic;	Required
	Other Municipal Directorates (e.g. Fresh	
	Produce Market, Libraries, etc.).	Required
	To cater for multiple bank accounts.	Required
	Processing of payments at supervisor	
	controlled cash offices to accommodate	
	cashier opening, balancing and closing	Required
	Multiple daily and monthly online and	
	automated reconciliations	Required

Receipting to be online	Required	
Cash payments must be able to be		
processed during database server and		
network downtime	Required	
All pay points and receipting streams to be		
uniquely identifiable in the sub ledger and		
general ledger	Required	
Receipting to also accommodate		
specialised payment types e.g. Rates		
Clearance, Arrear Debt arrangements,		
Assistance- to-the-Poor, Service Deposits,		
etc	Required	
To accommodate the correction of		
erroneous and/or rejected receipts	Required	
Facility to reverse "refer to drawer"(R/D) for		
Cheques, debit orders and IVR payments	Required	
To facilitate debit orders.	Required	
Printing and re-printing (marked as "Copy		
Receipt") of receipts	Required	
Interface with barcode scanner to scan		
account numbers from the statements.	Required	
Recording of cheque details	Required	
Reversal of receipt and associated interest		
where applicable.	Required	
While the billing process itself follows		
standard accounting practices for raising		
debit and credit transactions, the tariffs of		
charges and the business rules that coern		
the selection of the Appropriate tariff are		
complex. The Solution will provide		
functionality to calculate the amounts due		

	for services and levies in accordance with		
	the determined tariffs and business rules	Required	
	Calculate the income due to the		
	municipality for services and/ or products		
	or property, on a regular, user defined and		
	maintainable basis	Required	
	Generate invoices and/or statements for		
	the amounts payable to the municipality on		
	a regular, user defined and maintainable		
	basis	Required	
	Group accounts into one or more 'billing		
	cycles' based on user defined criteria	Required	
	Provides the facility to charge interest on		
	arrears amount subject to certain user		
	defined provisions and according to user		
	maintainable rates	Required	
	Functionality is required to raise debit and		
	credit transactions which are updated to a		
	Debtor account. The functionality must		
	provide for the following transaction		
	sources:		
	Calculated transactions - these		
	transactions will be the result of a		
	calculation that is subject to user defined		
	business rules to determine the tariff to be		
	used, special conditions that may apply to		
	be used, discounts or rebates to be		
	applied etc.;	mSCOA Regulation	
	Functionality is required to correct and		
	recalculate incorrect accounts with full		
	audit trail of actions taken to rectify the		
	error. This could include the recalculation		

of interest over different financial periods at different rates. (MSA section 95f). mSCOA Regulation Functionality is required to correct and recalculate incorrect accounts with full audit trail of actions taken to rectify the error. This could include the recalculation of interest over different financial periods at different rates. (MSA section 95f) mSCOA Regulation Account maintenance functionality is required to generate the necessary transactions to correct accounts which are in error by an authorised user with a full audit trail and maintenance report of actions taken to rectify the error. (MSA esection 95f) mSCOA Regulation Account maintenance functionality must produce thard copy' of all transactions generated to rectify the account to enable mSCOA Regulation
Functionality is required to correct and recalculate incorrect accounts with full audit trail of actions taken to rectify the error. This could include the recalculation of interest over different financial periods at different rates. (MSA section 95f) mSCOA Regulation Account maintenance functionality is required to generate the necessary transactions to correct accounts which are in error by an authorised user with a full audit trail and maintenance report of actions taken to rectify the error. (MSA section 95f) mSCOA Regulation Account maintenance functionality is required to generate the necessary transactions to correct accounts which are in error by an authorised user with a full audit trail and maintenance report of actions taken to rectify the error. (MSA section 95f) mSCOA Regulation Account maintenance functionality must produce 'hard copy' of all transactions mSCOA Regulation
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section 95f Account maintenance functionality must produce 'hard copy' of all transactions
Account maintenance functionality must produce 'hard copy' of all transactions
produce 'hard copy' of all transactions
generated to rectify the account to enable
the user to verify and 'sign off' the action
taken. Required
Functionality is required to categorise
Debtors and Properties by a set of user
defined parameters. The categories are
used to create subsets of the Debtor
Master for reporting, to establish
appropriate tariffs and to determine billing
cycles (MPRA section 3(3)c(i)) mSCOA Regulation
Functionality is required to process
different Debtor and property categories
according to different business rule or time
frames. Required

	Tariffs are stored by effective date from		
	inception and all history is retained to		
	enable recalculation of accounts even over		
	different tariff periods.	Required	
	Functionality is required for the system to		
	automatically apply new tariffs from the		
	effective date specified in the tariff record.		
	At this time the 'current ' tariff will receive a		
	status of 'expired' and the 'new' tariff		
	becomes 'current'	Required	
	It is important to note that in all areas of		
	revenue calculation, rebates and/ or		
	exemptions may be applied based on a		
	single or on multiple criteria which may be		
	applied to the Debtor account in an 'and/		
	or' context. The Solution must provide the		
	required level of flexibility to cater for these		
	variations	Legislation	
	Miscellaneous Charges: Certain		
	miscellaneous charges may be raised at		
	regular intervals (monthly, quarterly,		
	annually) and fixed periods whilst others		
	are raised on an ad hoc basis with		
	automated escalation dates and		
	percentages.	Required	
Meter Management	Functionality is required to link the		
(credit and prepaid)	numbered meter that is used to measure		
	the consumption of services to the erf/		
	property on which the meter is installed. It		
	is important to note that there may well be		
	more than one meter per erf/ property	Required	

	Functionality is required to categorise		
	meters	Required	
	The Solution must be able to record the		
	relationship of each meter to the property		
	and track meter readings and relevant		
	history of each meter individually.	Required	
	Functionality is required to link the Debtor		
	to the numbered meter that is used to		
	measure the Debtor consumption of		
	services. It is important to note that a		
	Debtor may well be linked to a number of		
	meters. (E.g. a landlord with a number of		
	leased properties). (MSA section 95d)	Required	
	Functionality is required to create and		
	maintain practical and efficient meter		
	reading routes	Required	
	Functionality is required to capture and		
	record the meter reading and the date on		
	which the meter was read. At least the		
	following methods of capture must be		
	provided, namely:		
	Capture via standard keyboard entry;	Required	
	Receiving meter readings electronically		
	from a third party interface. Automated		
	uploading and validation will be required	Required	
	Meter readings must be retained at a		
	transaction level and may not be		
	overwritten, deleted or adjusted. Errors		
	must be rectified by entering a cancelling		
	entry and entering the correct reading	Required	
	Functionality is required to calculate		
	charges for services consumed according		

I	l	l			
			to user defined algorithm which may		
			contain a number of variable factors in		
			order to determine the correct tariffs to		
			apply	Required	
			Functionality is required to raise the		
			charges against a debtor's account		
			according to a user defined billing cycle		
			(which may coincide with the meter		
			reading cycle for an area)	Required	
			In the event of a meter being read 'out of		
			cycle' the charges may be raised to the		
			debtors account on an 'ad hoc' basis.		
			These charges raised must be		
			visible on the debtor's account		
			immediately, but will not generate an		
			invoice immediately as it will be included		
			on the standard invoice/ statement		
			generated during the next billing cycle	Required	
			In the event that a meter reading is not		
			received, functionality is required to		
			calculate an estimated consumption,		
			according to a user maintained algorithm	Required	
			Functionality is required to recalculate an		
			account from all meter transaction history,		
			taking into account any tariff changes, or		
			from a specific starting point in the history		
			on an ad hoc basis with the option to		
			accept or discard the result. (i.e. the		
			recalculation will be regarded as a 'what if'		
			with the option to make it 'live')	Required	
	L	ſ		1	I

Bid No: 20/2024-25 Acquisition and Maintenance of Financial Systems For Period of 36 Months

, r	Meter management system must be		
	integrated/ interfaced with the Billing		
	Component	Required	
	Prepaid electricity meters:		
	Functionality that is an integral part of the		
	Billing interface to its prepaid vendor;	mSCOA Regulation	
	Automated blocking and arrear set off		
	functionality is required	Required	
	Water inventory managing	mSCOA Regulation	
	Functionality is required to manage an		
	Inventory of Water Meters. This to be work		
	flowed as certain steps are dependent on		
	others.	Required	
	Reports/ extracts including but not limited		
	to:		
	Water Meter maintenance management;	Required	
	Various statistical extracts and reports	Required	

Bids clearly marked **"Bid No: 20/2024-25, Acquisition and Maintenance of Financial Systems For Period of 36 Months"** must be placed in the bid box of the Municipality on or before the **30 April 2025** at **12H00.**

The lowest or any bidder will not necessarily be accepted and Council reserves the right to consider any other Bid not suitably endorsed or comprehensively completed, as well as the right to accept a bid in whole or in part.

Bids will be evaluated on functionality with the following scoring criterions:

Experience and track record (Client Base)25The bidder must demonstrate his client base by providing the number of clients currently ar	nd
The bidder must demonstrate his <u>client base</u> by providing the number of clients currently ar	nd
previously contracted:	
Clients above 15. 25 points	
Clients above 10 and below 15. 15 points	
Clients above 5 and below 10. 10 points	
Clients up to 5. 05 points	
Note: The bidder must provide one of the following as proof: Reference letters Appointment Letters These letters must: Be in the client's name (letterhead) Duly signed Have date of appointment Date of completion Have traceable contacts	
 Have the service rendered Experience and track record (Existence) 25 	

The bidder must demonstrate <u>his existence</u> by providing the proof of existence within the space of integrated financial management services. The bidder must demonstrate existence within the Local Government sector.

Above 15 years	25 points
Below 15 years and above 10 years	20 points
Below 10 years and above 5 years	10 points
Below 5 years	05 points

40

Note:

The bidder must provide one of the following as proof:

- Company Registration documents (Memorandum of incorporation). This is demonstrate the number of years since the company was registered.
- Reference letters. This is demonstrate that the bidder has been active with the sector required by the municipality.
- Appointment Letters. This is demonstrate that the bidder has been active with the sector required by the municipality.

These letters must:

- **4** Be in the client's name (letterhead)
- 👃 Duly signed
- Have date of appointment
- Date of completion
- Have traceable contacts
- ♣ Have the service rendered

Key Personnel

The bidder must demonstrate capacity to execute the work at initial, during and conclusion of the project. Bidder must provide proof of human resource to execute job at work.

System Project Team Leader

Above 5 years in the field	10 points
Below 5 years in the field	05 points

The bidder must provide the CV of the official, which proves the length of experience within the industry as well as the qualifications (certified) listed here below:

- Post graduate in project management.
- **IT** Related Diploma (or equivalent)

Software Developer

Above 5 years in the field Below 5 years in the field 10 points 05 points

The bidder must provide the CV of the official, which proves the length of experience within the industry as well as the qualifications (certified) listed here below:

Bachelor Degree in Computer Science and IT Related field.

Software Engineer

Above 5 years in the field Below 5 years in the field

10 points 05 points

The bidder must provide the CV of the official, which proves the length of experience within the industry as well as the qualifications (certified) listed here below:

4 Bachelor Degree in Computer Science and IT Related field.

10

Implementation/Integration Specialist

Above 5 years in the field	
Below 5 years in the field	

10 points 05 points

The bidder must provide the CV of the official, which proves the length of experience within the industry as well as the qualifications (certified) listed here below:

Head the second second second and the second second

iFMS Development

Proudly South African, local ownership of iFMS software for agility of Development decision making that benefits the RSA Local Government sector.

Note:

Provide proof that shows the software is locally owned.

The bidder must score a minimum of 70 points to be considered for further evaluation.

Thereafter bids will be evaluated on the **80/20** or **90/10** points principle. **Points for price** will be weighted at **80/90**, while the **preference points** will be weighted at **20/10**.

Pricing Requirements (The bidder must provide the following in the pricing schedule):

- Housing License (per user) Technical Support and Maintenance (Monthly) Software Fees Training Fees
- The bidder shall be required to provide price in a form of a **percentage**.
- This price shall be charged only on the monies recovered by the bidder.
- The price shall be inclusive of all costs.

The formula to be applied for the price points calculations will be as follows:

$$Ps = 80 \left(1 - \frac{Pt - P\min}{P\min} \right)$$

Where

Ps	=	Points for comparative price of bid under consideration
Pt	=	Comparative price of bid under consideration
P_{min}	=	Comparative price of lowest acceptable bid

The targeted goals points will be based on the following tables:

For B-BBEE points the below table shall apply:

10

B-BBEE Status Level of Contributor	Number of points (80/20 system)	Number of points (90/10 system)
1	10	05
2	09	4.5
3	07	3.5
4	06	03
5	04	02
6	03	1.5
7	02	02
8	01	0.5
Non-compliant contributor	00	00

Note: Bidder failing to provide the proof of locality, shall claim zero points for locality

1.1. B-BBEE Status Level Contributor

10 Points

- 1.1.1. Bidder must submit proof of B-BBEE status level contributor certificate.
- 1.1.2. B-BBEE status level contributor certificate must be issued by SANAS or authorised person(s) or authorised body.
- 1.1.3. B-BBEE status level contributor certificate must be **original** or **certified**.
- 1.1.4. Other than the B-BBEE Status Level of Contributor certificate, the bidder must submit the **original** B-BBEE sworn affidavit.
- 1.1.5. Bidder failing to submit proof of B-BBEE status level of contributor or original sworn B-BBEE affidavit shall claim zero points for B-BBEE points.

B-BBEE Status Level of Contributor	Number of points
1	10
2	09
3	07
4	06
5	04
6	03
7	02
8	01
Non-compliant contributor	00

Bids MUST be submitted in a bid document as provided for by the municipality. The document is downloadable from the municipal website <u>www.ga-segonyana.gov.za</u>. Only bids submitted in the bid document will be considered.

NOTE: MBD Forms (which forms part of the bid document) must be completed in full and be duly signed, failure to do this will result in the bidder being considered non-responsive.

Technical enquiries please contact **Ms. N. Keswa** on **053 712 9348**, and **SCM** enquiries may be directed to **Mr. B. Sechogela** on **053 712 9345** during office hours.

M. M. TSATSIMPE MUNICIPAL MANAGER Cnr Voortrekker and School Street Ga-Segonyana Local Municipality Building KURUMAN 8460



Ga-Segonyana Local Municipality

Invitation To Bid

Bid No: 20/2024-25

Acquisition and Maintenance of Financial Systems For Period of 36 Months

MBD1

PART A - INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (GA-SEGONYANA LOCAL MUNICIPALITY)							
BID NUMBER: Bid No: 20/2024-25 CLOSING DATE: 30 April 2025 CLOSING TIME: 12H00							
DESCRIPTION Acquisition and Maintenance of Financial Systems For Period of 36 Months							

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

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

Ga-Segonyana Local Municipality Main Building					
Cnr Voortrekker and School Street					
Kuruman					
8460					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE			NUMBER	
	CELLPHONE				
CONTACT NAME	NUMBER				
FACSIMILE NUMBER	CODE			NUMBER	
				•	
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL			B-BBEE		
VERIFICATION CERTIFICATE	Yes		STATUS LEVEL		Yes
[TICK APPLICABLE BOX]			SWORN		
	No AFFIDA		DAVIT	Νο	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE					

SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCRI REPRESENTATIVE IN AFRICA FOR THE GOO /SERVICES /WORKS (SOUTH	Yes N		ARE YOU A FOREIGN SUPPLIER GOODS /S /WORKS O	BASED FOR THE ERVICES	☐Yes ☐No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITE OFFERED	MS			TOTAL BID	PRICE	SEE MBD 3.1
SIGNATURE OF BIDDE	R			DATE		
CAPACITY UNDER W BID IS SIGNED	HICH THIS					
BIDDING PROCEDURE	ENQUIRIES	1AY BE DIRECTED TO:	-	TECHNICAL INF	ORMATION	N MAY BE DIRECTED TO:
DEPARTMENT		Finance Services		DEPARTMENT	EPARTMENT Financial Services	
CONTACT PERSON		Boitumelo Sechoge	la	CONTACT PERSON		Nontlantla Keswa
TELEPHONE NUMBER		053 712 9344	-	TELEPHONE N	UMBER	053 712 9348
E-MAIL ADDRESS tumis@ga-		segonyana.gov.za	E-MA	AIL ADDRESS	nkeswa(@ga-segonyana.gov.za

PART B - TERMS AND CONDITIONS FOR BIDDING

1.	BID	SUBMISSION:			
	1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT AL ACCEPTED FOR CONSIDERATION.	DDRESS. LATE BIDS WILL NOT BE		
	1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVID	ED-(NOT TO BE RE-TYPED) OR		
	1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLIC PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CO AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	NDITIONS OF CONTRACT (GCC)		
2.	TAX	COMPLIANCE REQUIREMENTS			
2.1	BID	DERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.			
2.2		DDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFIC/ RS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFI			
2.3	IN	PLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER W E WEBSITE WWW.SARS.GOV.ZA.			
2.4	FO	REIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN	PART B:3.		
2.5	2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.				
2.6		BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE BMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	E INVOLVED, EACH PARTY MUST		
2.7		IERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENT SD NUMBER MUST BE PROVIDED.	RAL SUPPLIER DATABASE (CSD),		
3.	QU	ESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
	3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			
	3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA?	YES NO		
	3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES NO		
	3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			
	3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			
со	MPL	ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMEN IANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENU ER AS PER 2.3 ABOVE.			

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.

SIGNATURE OF BIDDER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED:	
DATE:	



Invitation To Bid

Bid No: 20/2024-25

Acquisition and Maintenance of Financial Systems For Period of 36 Months

MBD 3.1

MBD 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE:

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ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder	Bid No: 20/2024-25
Closing Time: 12H00	Closing Date: 30/04/2025

OFFER TO BE VALID FOR <u>90 DAYS</u> FROM THE CLOSING DATE OF BID

HOUSING	R
License Use Fee (per user)	R
Technical support and Maintenance (monthly fee)	R
Software Fee	R
Training Fee (per official)	R



Invitation To Bid

Bid No: 20/2024-25

Acquisition and Maintenance of Financial Systems For Period of 36 Months



GA-SEGONYANA MUNICIPALITY DECLARATION OF INTEREST

MBD 4

- 1. No bid will be accepted from persons in the service of the state¹.
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1	Full Name of bidder or his or her representative:
3.2	Identity Number:
3.3	Position occupied in the Company (director, trustee, hareholder ²):
3.4	Company Registration Number:
3.5	Tax Reference Number:
3.6	VAT Registration Number:
	The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
3.8	Are you presently in the service of the state? YES / NO
	3.8.1 If yes, furnish particulars
3.9	Have you been in the service of the state for the past twelve months? YES / NO
	3.9.1 If yes, furnish particulars

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?.....

		YES / NC
3.	10.1 If yes, furnish particulars.	
••••		•••••
••••		••••••
	re you, aware of any relationship (family, friend, other) between any other bidder a the service of the state who may be involved with the evaluation and or adjudicatio	
3.	11.1If yes, furnish particulars	
••••		
	Are any of the company's directors, trustees, managers, Principle shareholders or service of the state?	stakehold YES / NO
3.	12.1. If yes, furnish particulars.	
••••		
	Are any spouse, child or parent of the company's directors trustees, managers, pri shareholders or stakeholders in service of the state?	nciple YES / NO
3.	13.1 If yes, furnish particulars.	
••••		
со	o you or any of the directors, trustees, managers, principle shareholders, or stake ompany have any interest in any other related companies or business whether or n dding for this contract.	
3.	14.1 If yes, furnish particulars (List all other companies of directors of this com	pany):
••••		•••••
		•••••
••••		
••••		

(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.

² 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.

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

..... Signature -----

Date

Capacity

Name of Company



Invitation To Bid

Bid No: 20/2024-25

Acquisition and Maintenance of Financial Systems For Period of 36 Months

MBD6

MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT POLICY OF GA-SEGONYANA LOCAL MUNICIPALITY

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

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

1. GENERAL CONDITIONS

1.1. The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2

a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

- 1.3 Points for this bid shall be awarded for:
 - (a) Price;
 - (b) Locality; and
 - (c) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
LOCALITY	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and Preference must not exceed	100

- 1.5. Failure on the part of a bidder to submit proof of **LOCALITY** together with the bid, will be interpreted to mean that preference points for **LOCALITY** are not claimed.
- 1.6. Failure on the part of a bidder to submit proof **of B-BBEE Status level of contributor** together with the bid, will be interpreted to mean that preference points for **B-BBEE status level of contributor** are not claimed.
- 1.7. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. **DEFINITIONS**

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) "prices" includes all applicable taxes less all unconditional discounts;
- (h) "proof of B-BBEE status level of contributor" means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) "QSE" means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (*j*) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (k) "proof of locality" means a

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

3. POINTS AWARDED FOR PRICE

3.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR LOCALITY

4.1. In terms of Regulation 12.10 of the Preferential Procurement Policy, preference points must be awarded to a bidder for attaining the Locality in accordance with the table below:

Locality	Number of Points for Locality 80/20	Number of Points for Locality 90/10
Within boundaries of John Taolo Gaetsewe District	10	05
Outside boundaries of John Taolo Gaetsewe District, but within the boundaries of Northern Cape Province	05	2.5
Outside boundaries of the Northern Cape	0.00	0.00

5. POINTS AWARDED FOR LOCALITY B-BBEE STATUS LEVEL OF CONTRIBUTOR

5.1 In terms of Regulation 12.4 of the Preferential Procurement Policy, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)	Number of points (90/10 system)
1	10	05
2	09	4.5
3	07	3.5
4	06	03

5	04	02
6	03	1.5
7	02	01
8	01	0.5
Non-compliant contributor	00	0.0

6. BID DECLARATION

6.1. Bidders who claim points in respect of Locality and B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

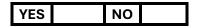
7.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and 4.2 and must be substantiated by relevant proof of Locality and B-BBEE status level of contributor.

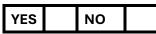
8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)



- 8.1.1. If yes, indicate:
 - i) What percentage of the contract will be subcontracted.....%
 - ii) The name of the sub-contractor.....
 - iii) The B-BBEE status level of the sub-contractor.....
 - iv) Whether the sub-contractor is an EME or QSE (*Tick applicable box*)



v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Policy of Ga-Segonyana Local Municipality:

9.	DECLARATION WITH REGARD TO COMPANY/FIRM												
9.1.	Name of company/firm :												
9.2.	VAT registration number :												
9.3.	Company registration number:												
9.4.	TYPE OF COMPANY/ FIRM												
	Partnership/Joint Venture / Consortium												
	One person business/sole propriety												
	Close corporation												
	Company												
	(Pty) Limited												
	[TICK APPLICABLE BOX]												
9.5.	DESCRIBE PRINCIPAL BUSINESS ACTIVITIES												
9.6	COMPANY CLASSIFICATION Manufacturer Supplier Professional service provider Other service providers, e.g., transporter, etc.												
9.7	MUNICIPAL INFORMATION Municipality where business is situated :												
	Registered Account Number:												

Stand Number :.....

9.8 Total number of years the company/firm has been in business:.....

•

- 9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
 - iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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

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(e) forward the matter for criminal prosecution.

WITNESSES		IURE(S) OF BIDDERS(S)
1	DATE:	
2	ADDRESS	



Invitation To Bid

Bid No: 20/2024-25

Acquisition and Maintenance of Financial Systems For Period of 36 Months

MBD7

CONTRACT FORM - PURCHASE OF GOODS/WORKS

MBD 7.1

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

- 1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and 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 time of 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)
 - Technical Specification(s)
 - Preference claims in terms of the Preferential Procurement Regulations 2001
 - Declaration of interest
 - 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 goods and/or works 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 rate(s) and rate(s).
- 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 fulfillment 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 (PRINT)	
CAPACITY	
SIGNATURE	
NAME OF FIRM	
DATE	

WITNESSES 1 2. DATE

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

goods/works indicated hereunder and/or further specified in the annexure(s).

- 2. An official order indicating delivery instructions is forthcoming.
- 3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (VAT INCL)	BRAND	DELIVERY PERIOD	POINTS CLAIMED FOR TARGETED GOALS	POINTS CLAIMED FOR PRICE			

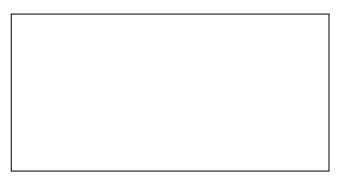
4. I confirm that I am duly authorized to sign this contract.

SIGNED ATON.....ON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP



WITNE	SSES
1.	
2.	
DATE	



Invitation To Bid

Bid No: 20/2024-25

Acquisition and Maintenance of Financial Systems For Period of 36 Months

MBD8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

MBD8

- 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:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

Item	Question	Yes	Νο
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a	Yes	No
	company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of		
	this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).		
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in	Yes	No
	terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?		
	Register enter the National Treasury's website, <u>www.treasury.gov.za</u> , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the		
	Register to facsimile number (012) 3265445).		
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law	Yes	No					
	outside the Republic of South Africa) for fraud or corruption during the past five years?							
4.3.1	If so, furnish particulars:	L						
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal	Yes	No					
	charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?							
4.4.1	If so, furnish particulars:							
4.5	Was any contract between the bidder and the municipality / municipal entity or any other	Yes	No					
	organ of state terminated during the past five years on account of failure to perform on or comply with the contract?							
4.7.1	If so, furnish particulars:							

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME):

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

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

•	••		•	•	•	•	•	•	•	•	•	•	•	•••		•••	 	•••	•	•	•	•	•	•	•	•		 			•	•	•	•	•	•	•	•	•	•	
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	••••
Date	

..... Position

.....

Name of Bidder



Invitation To Bid

Bid No: 20/2024-25

Acquisition and Maintenance of Financial Systems For Period of 36 Months

MBD9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

MBD 9

1. This **Municipal Bidding Document (MBD**) must form part of all bids¹ 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).² 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:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² 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.

MBD 9

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:

(Name of Municipality / Municipal Entity)

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 3 MBD 9

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 consortium³ 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.

³ 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.

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



Invitation To Bid

Bid No: 20/2024-25

Acquisition and Maintenance of Financial Systems For Period of 36 Months

SPECIAL CONDITIONS OF A CONTRACT

SPECIAL CONDITIONS OF BID

1. The Municipality's document must be kept as supplied and submitted with all schedules / forms fully completed.

2. Any other documents, certificates etc. must be attached as an annexure to the official Municipal document.

3. Where the Municipality's official document is taken apart and not submitted as supplied, the bid might be rejected.

4. Schedules / forms not duly completed and signed by the bidder will result in a bid not being considered.

5. All Forms of Special Conditions in Specifications should be included.

6. The bid document must be completed in black ink, and prices must be VAT inclusive, unless otherwise specified.

7. The lowest or any Bid will not be necessarily be accepted, and the **Ga-Segonyana Local Municipality** reserves the right to accept the whole or any portion of a Bid.

8. All prices and details must be legible to ensure the bid will be considered for adjudication.

9. Corrections may not be made by means of correction fluid such as Tip – Ex, or any other similar product. In the event of a mistake being made, it should be crossed out in ink and be accompanied by a full signature at each and every alteration. The Municipality reserves the right to reject the bid if corrections are not made in accordance with the above.

10. All bid documents must include the following documents:

- Copies of Company registration certificate,
- Company profile -Certified ID copy(s) of Director(s)/Shareholder(s) not older than three months,
- Tax compliance status pin of the company,
- Proof of VAT registration if applicable,
- CSD registration report and/or CSD Registration Number (MAAA),
- A letter confirming bank details of the company not older than 3 months,

• Proof of Municipal rates/letter from Tribal Authority / Copy of a valid lease agreement for the company,

• In case of a joint venture a joint venture agreement should be attached (sworn affidavit is not acceptable),

- Authority of signatories.
- Safety requirements documentation relevant to the industry (if applicable)

11. The bidder may submit a comprehensive company profile, for example the founding company statements, as well as a **detailed exposition of previous and current work done**.

12. Bidders will be required to be registered on the Ga-Segonyana Local Municipality's Supplier Database.

13. No bid forwarded by e – mail, telegram, telex, facsimile or similar apparatus will be considered.

14. No late bids will be considered.

15. Bids must be properly received and deposited in the bid box of the Ga-Segonyana Local Municipality on or before **30 April 2025, 12H00**. Bid offers must be submitted in a sealed envelope properly marked in terms of the bid number and bid description, at the offices of the Municipality situated at:

Foyer Ga-Segonyana Local Municipality Cnr Voortrekker and School Street **Kuruman** 8460

16. Copyright / Patent Rights – Copyright in any document produced, and the patent rights or ownership in any plant, machinery, thing, system or process designed or devised, by a consultant in the course of the consultancy service is vested in the Ga-Segonyana Local Municipality.

17. Specifications

4 SEE ADVERT ABOVE

BID DECLARATION

- 1. I/we Mr/Mrs/Messrs ______ duly assigned to represent the bidder for the purpose of this bid, hereby bid to supply the goods and/or render services described in the attached documents to the Ga-Segonyana Local Municipality on terms and conditions stipulated in this bid and in accordance with the specifications stipulated in the bid documents (which shall be taken as part of, and incorporated into this bid) at the prices reflected in the Pricing Schedule.
- 2. I/we agree that this offer shall remain valid for a period of **90 days** commencing from the closing date and time of this bid.
- 3. I/We further agree that:
 - 3.1 This bid and its acceptance shall be subject to the terms and conditions contained in the in the Ga-Segonyana Local Municipality Supply Chain Management Policy;
 - 3.2 if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Ga-Segonyana Local Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the Ga-Segonyana Local Municipality and I/we will then pay to the Ga-Segonyana Local Municipality any additional expense incurred by the Ga-Segonyana Local Municipality having either to accept any less favorable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid; the Ga-Segonyana Local Municipality shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss the Ga-Segonyana Local Municipality may sustain by reason of my/our default;
 - 3.3 If my/our bid is accepted the acceptance may be communicated to me/us by letter or order through the provided e-mail address. Such communication shall be deemed to be proper service of such notice with effect from the date of sending the e-mail of such notice;
 - 3.4 The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose domicilium citandi et executandi in the Republic of South Africa, where any and all legal notices may be served at (full street address of this place):
 - 4. I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

- 5. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the principal(s) liable for the due fulfilment of this contract.
- 6. I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me/us as a result of such action.
- 7. I/we declare that I/we have participation/no participation* in the submission of any other offer for the supplies/services described in the attached documents. *If in the affirmative, state name(s) of bid(s) involved.

Name of Bidder: _____

Signature _____



Invitation To Bid

Bid No: 20/2024-25

Acquisition and Maintenance of Financial Systems For Period of 36 Months

Resolution By Board Of Directors

RESOLUTION TAKEN BY THE BOARD OF DIRECTORS / MEMBERS / PARTNERS

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

	(Name of Bidder)		
Held at		On	_
	(Place)	(Date)	
RESOLVED THAT:			
1. The enterprise submits a	Bid to the Ga-Segonyana Local Mur	nicipality in respect of the following p	project:
Acquisition a	Bid No: 20/2024-2 and Maintenance of Financial Sys		
2. Mr/Mrs/Ms			_
			_and who
will sign as follows:			
(Specimen Signature)			

be, and is hereby, authorised to sign the Bid and/or all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any contract, and/or all documentation resulting from the award of the bid to the enterprise mentioned above.

Note: The resolution must be signed by all the directors or members/partners of the bidding enterprise. Should the space provided below not be sufficient for all directors to sign, please provide a separate sheet in the same format as below.

Νο	Name	Capacity	Signature
1			
2			
3			
4			
5			

Enterprise Stamp		

RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A CONSORTIUM OR JOINT VENTURE.

RESOLUTION of a meeting of the Consortium / Joint Venture Partners of

	(Name of Bidder)	
Held at		On
	(Place)	(Date)
RESOLVED THAT:		
1. The enterprise subn	nits a Bid to the Ga-Segonyana Local Munic	cipality in respect of the following project:
Acquis	Bid No: 20/2024-25 ition and Maintenance of Financial Syste	ems for Period of 36 Months

As a Consortium/Joint Venture comprising (list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

(Enterprise full Name and Registration Number)

2. Mr/Mrs/Ms	
In his/her capacity as will sign as follows:	and who

(Specimen Signature)

be, and is hereby, authorised to sign the Bid and/or all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any contract, and/or all documentation resulting from the award of the bid to the *Consortium/ Joint Venture mentioned* above.

3. The enterprise in the form of a **consortium or joint venture** accept jointly and several liability with parties under item 1 above for the fulfilment of the obligations of the consortium and/or joint venture deriving from, and in any way connected with the contract to be entered into with the Ga-Segonyana Local Municipality in respect of the project described above under item 1.

(Physical Address)

Note: The resolution must be signed by all the directors or members/partners of the bidding enterprise. Should the space provided below not be sufficient for all directors to sign, please provide a separate sheet in the same format as below.

Νο	Name	Capacity	Signature
1			
2			
3			
4			
5			

Enterprise	Stamp		



Ga-Segonyana Local Municipality

Invitation To Bid

Bid No: 20/2024-25

Acquisition and Maintenance of Financial Systems For Period of 36 Months

General Conditions of A Contract

TABLE OF CLAUSES

- 1. Definitions
- 2. Application
- 3. General
- 4. Standards
- 5. Use of contract documents and information; inspection
- 6. Patent rights
- 7. Performance security
- 8. Inspections, tests and analysis
- 9. Packing
- 10. Delivery and documents
- 11. Insurance
- 12. Transportation
- 13. Incidental services
- 14. Spare parts
- 15. Warranty
- 16. Payment
- 17. Prices
- 18. Contract amendments
- 19. Assignment
- 20. Subcontracts
- 21. Delays in the supplier's performance
- 22. Penalties
- 23. Termination for default
- 24. Dumping and countervailing duties
- 25. Force Majeure
- 26. Termination for insolvency
- 27. Settlement of disputes
- 28. Limitation of liability
- 29. Governing language
- 30. Applicable law
- 31. Notices
- 32. Taxes and duties
- 33. National Industrial Participation Programme (NIPP)
- 34. Prohibition of restrictive practices

General Conditions of Contract

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

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

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

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

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

1.5 "**Countervailing duties**" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "**Country of origin**" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "**Day**" means calendar day.

1.8 "**Delivery**" means delivery in compliance of the conditions of the contract or order.

1.9 "**Delivery ex stock**" means immediate delivery directly from stock actually on hand.

1.10 **"Delivery into consignees store or to his site**" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

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

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

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

1.14 "GCC" means the General Conditions of Contract.

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

1.16 "**Imported content**" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African

place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

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

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

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

1.20 "**Project site**," where applicable, means the place indicated in bidding documents.

1.21 "**Purchaser**" means the organization purchasing the goods.

1.22 "**Republic**" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "**Services**" means those functional services 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 **"Written"** or **"in writing"** means handwritten in ink or any form of electronic or mechanical writing.

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

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

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

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

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the

Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from <u>www.treasury.gov.za</u>

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.
7. Performance	7.1 Within thirty (30) days of receipt of the notification of contract award, 6 security 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 in SCC.

8. Inspections, tests and analyses

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

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

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the 7 cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing 9. Packing 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

	9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
10. Delivery and documents	10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
	10.2 Documents to be submitted by the supplier are specified in SCC.
11. Insurance	11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
12. Transportation	12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
13. Incidental services	s 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
	(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, 8 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 in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
	 (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.

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15. Warranty	15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
	15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
	15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
	15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
	15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser 9 may have against the supplier under the contract.
16. Payment	16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
	16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
	16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
	16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
17. Prices	17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
18. Contract amendments	18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
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.

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20. Subcontracts	20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21. Delays in the supplier's	
performance	21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
	21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
	21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
	21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily 10 available.
	21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
	21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
22. Penalties	22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The

purchaser may also consider termination of the contract pursuant to GCC Clause

23. Termination for

23.

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 11 envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:(i) the name and address of the supplier and / or person restricted by the purchaser;(ii) the date of commencement of the restriction

(iii) the period of restriction; and

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

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

According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties	
and rights	24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or antidumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him 12
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 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of 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.
20 Coverning	
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 in SCC.
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 the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

Participation (NIP) Programme	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation
34. Prohibition of	
Restrictive practices	34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998. 14
	34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)