BERGRIVIER LOCAL MUNICIPALITY

BUDGET AND TREASURY

BID DOCUMENT

BID NO: T 8/3/1-2022 MN5-2022

APPOINTMENT OF A SERVICE PROVIDER FOR THE LICENSING, UPGRADE AND SUPPORT OF AN INTEGRATED MUNICIPAL FINANCIAL MANAGEMENT SYSTEM (EPR) AND MUNICIPAL STANDARD CHART OF ACCOUNTS (MSCOA) FOR A PERIOD OF 9 YEARS AND 11 MONTHS

BIDDERS NAME: …………………………………………………………......................

BIDDING PRICE: R ………………………………………………………….………

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BERGRIVIER LOCAL MUNICIPALITY

BUDGET AND TREASURY OFFICE

BID NO: T 8/3/1-2022 MN5-2022: APPOINTMENT OF A SERVICE PROVIDER FOR THE LICENSING, UPGRADE AND SUPPORT OF AN INTEGRATED MUNICIPAL FINANCIAL MANAGEMENT SYSTEM (EPR) AND MUNICIPAL STANDARD CHART OF ACCOUNTS (MSCOA) FOR A PERIOD OF 9 YEARS AND 11 MONTHS

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APPOINTMENT OF A SERVICE PROVIDER FOR THE LICENSING, UPGRADE AND SUPPORT OF AN INTEGRATED MUNICIPAL FINANCIAL MANAGEMENT SYSTEM (EPR) AND MUNICIPAL STANDARD CHART OF ACCOUNTS (MSCOA) FOR A PERIOD OF 9 YEARS AND 11 MONTHS

1. BID INVITATION

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BERGRIVIER LOCAL MUNICIPALITY

Bergrivier Local Municipality hereby invites proposals from all suitable qualified and experienced organizations/consortia in terms of section 83 of the Municipal Systems Act, Act 32 (as amended) and sections 110 and 112 of the Municipal Finance Management Act, Act 56 of 2003 for the following:

Project Name	Bid No	Compulsory Briefing Date	Closing Date
Appointment of a service provider for the licensing, upgrade and support of an integrated Municipal Financial Management System (EPR) and Municipal Standard Chart of Accounts (MSCOA) for a period of 9 years and 11 months	T 8/3/1-2022 MN5-2022	04 MARCH 2022 @ 11h00 (Bergrivier Municipal Offices in Piketberg)	25 MARCH 2022 @ 12h00

Tender document with specifications containing the minimum requirements are available on request at a **non-refundable fee of R700.00** from Ms. Revedy Hendricks at tel. no. (022) 913 6063 or email: **hendricksr@bergmun.org.za** during office hours. **The document fee must be deposited into the bank account of Bergrivier Municipality at Nedbank, current account number 116 976 1380, branch 198765. The reference to be used is the tender number and the company name. Proof of payment is necessary when a hard copy or the electronic version of the document is collected or requested.**

Sealed proposals with the contract number, description of the bid endorsed on the envelope, with the bidder's details clearly indicated, **"Bid No. T 8/3/1-2022 MN5-2022 - Appointment of a service provider for the licensing, upgrade and support of an integrated Municipal Financial Management System (EPR) and Municipal Standard Chart of Accounts (MSCOA) for a period of 9 years and 11 months"** must be deposited in the Bid box in the foyer of the Municipal Building, on or before **Friday, 25 March 2022 at 12:00** on above tabled closing dates at which time bids will be opened in public. Bids received after the said closing date and time and not clearly marked as prescribed will not be accepted.

The 80/20 preference points will be considered. Bid documents may only be submitted on the bid documentation that is issued. Company registration documents, Proof of license ownership, Valid Tax Clearance Certificate, valid B-BBEE Status Level Verification Certificates, an original current account in terms of water and electricity/rates and taxes obtainable from any local municipality must be submitted with the bid document, alternatively, lease agreement together with a letter from the landlord confirming that payments are made in line with lease agreement must accompany the proposal document. Certified copies of Directors must also accompany the proposal.

BID ENQUIRIES

Bid enquiries are to be addressed to **SCM Section** – Nelmarie Bothma at telephone number 022 913 6000 or email: bothman@bergmun.org.za. Alternatively, in relation to the scope of work, enquiries to be addressed to **ICT Section** – Shane Lesch at telephone number 022 913 6000 or email: leschs@bergmun.org.za.

Bergrivier Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept a bid in whole or any part. The municipality further reserves the right not to award this bid.

MUNICIPAL MANAGER　　　　　　　　　　　　　　　　**Notice: MN5/2022**
18 February 2022

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2.   CONDITIONS OF THE BID

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BERGRIVIER LOCAL MUNICIPALITY

BUDGET AND TREASURY OFFICE

BID NO: T 8/3/1-2022 MN5-2022: APPOINTMENT OF A SERVICE PROVIDER FOR THE LICENSING, UPGRADE AND SUPPORT OF AN INTEGRATED MUNICIPAL FINANCIAL MANAGEMENT SYSTEM (EPR) AND MUNICIPAL STANDARD CHART OF ACCOUNTS (MSCOA) FOR A PERIOD OF 9 YEARS AND 11 MONTHS

CONDITIONS OF THE BID

A.   GENERAL

1.   Bid documents must be completed in black ink and prices must include VAT.

2.   **All pages and annexures must be <u>initialed / sign in full signature</u> where required.**
   - The lowest or any bid will not necessarily be accepted and Bergrivier Municipality reserves the right to accept the whole or any part of a bid or to reject any or all the bid without stating the reasons thereof.

3.   No bid will be accepted by fax or e-mail.

4.   Bids are to remain open for acceptance for a period of one-hundred and twenty **(120)** days from the date they are lodged and may be accepted at any time during the said period of one hundred and twenty (120) days.

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

6.   Full details of services offered must be supplied together with the return documents. All additional documents returned with the bid documents must be firmly bound and marked as **"Additional"** to the specific bid reference number.

7.   Only bids on Bergrivier Municipality official bid document will be accepted and the original document must be returned, fully completed and signed, in the form presented. **Failure to do so will invalidate such bid.**

8.   **Corrections may not be made by means of a correcting fluid. <u>In the event of a mistake having been made by the Bidder it shall be crossed out in ink and be accompanied by a full signature at each and every alteration</u>. The Municipality reserves the right to reject the bid if corrections are not made in accordance with the above.**

9.   Should it be considered necessary by the bidder that officials of Bergrivier Local Municipality should proceed to other centers for inspection purposes, such costs shall be for the account of the bidder.

10.   This contract will be governed by Bergrivier Local Municipality "Conditions of the Bid" only and not any conditions supplied by the bidder.

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

12.   If items are not bid for a line must be drawn through the space in pen.

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13.   Only bids received by the given time on the given closing date in the bid box will be considered.

B.   DEMONSTRATIONS AND INSPECTIONS

1.   All bidders must be prepared to demonstrate where required, free of charge and obligation, at the Bergrivier Local Municipality or any other area within the boundary of the Bergrivier Local Municipality, any services offered in this bid.

2.   Where officials are required to attend demonstrations or inspections outside the boundary of the Bergrivier Municipal Area, all costs to attend such demonstrations must be borne by the bidder.

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3. GENERAL CONDITIONS OF CONTRACT

BERGRIVIER LOCAL MUNICIPALITY

BUDGET AND TREASURY OFFICE

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GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

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GENERAL CONDITIONS OF CONTRACT

1. **Definitions**

The following terms shall be interpreted as indicated:

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

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

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

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

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

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

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

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

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

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

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

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

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

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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. Supply to the purchaser under contract.

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

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

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

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

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

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

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

1.24. **"SCC"** means the Special Conditions of Contract.

1.25. **"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.

1.26. **"Supplier"** means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.27. **"Tort"** means in breach of contract.

1.28. **"Turnkey"** means a procurement process where one Consultant assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.29. **"Written"** or **"in writing"** means hand-written in ink or any form of electronic or mechanical writing.

2. **Application**

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

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

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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 nonrefundable fee for documents may be charged.

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

4.   **Standards**

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

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

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 as far as may be necessary for purposes of such performance.

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

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

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

6.   **Patent Rights**

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

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

7.   **Performance security**

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

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

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

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

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

8. **Inspections, tests and analysis**

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

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

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

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

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

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

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

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

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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, and in any subsequent instructions ordered by the purchaser.

10. **Delivery and documents**

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

11. **Insurance**

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

12. **Transportation**

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

13. **Incidental Services**

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

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

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

14. **Spare parts**

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

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       (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;

       (b)   and in the event of termination of production of the spare parts:
           i. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
           ii. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

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

19.   **Assignment**

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

20.   **Subcontracts**

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

21.   **Delays in the supplier's performance**

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

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

21.3   The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4   Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

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

22.   **Penalties**

22.1   Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

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23. **Termination for default**

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

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

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

24. **Anti-dumping and countervailing duties and rights**

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

25. **Force Majeure**

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

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

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26. **Termination for insolvency**

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

27. **Settlement of Disputes**

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

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

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

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

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

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

28. **Limitation of Liability**

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

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

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

29. **Governing language**

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

30. **Applicable law**

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

31. **Notices**

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address

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furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

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

32. Taxes and duties

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

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

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

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

32.5 Transfer of contracts

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

33. Amendment of contracts

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

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.

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 section 59 of the Competition Act No 89 0f 1998.

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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.

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BERGRIVIER LOCAL MUNICIPALITY

BUDGET AND TREASURY

BID DOCUMENT

BID NO: T 8/3/1-2022 MN5-2022

APPOINTMENT OF A SERVICE PROVIDER FOR THE LICENSING, UPGRADE AND SUPPORT OF AN INTEGRATED MUNICIPAL FINANCIAL MANAGEMENT SYSTEM (EPR) AND MUNICIPAL STANDARD CHART OF ACCOUNTS (MSCOA) FOR A PERIOD OF 9 YEARS AND 11 MONTHS

4.   SCOPE OF WORK

BERGRIVIER LOCAL MUNICIPALITY

BUDGET AND TREASURY OFFICE

BID NO: T 8/3/1-2022 MN5-2022: APPOINTMENT OF A SERVICE PROVIDER FOR THE LICENSING, UPGRADE AND SUPPORT OF AN INTEGRATED MUNICIPAL FINANCIAL MANAGEMENT SYSTEM (EPR) AND MUNICIPAL STANDARD CHART OF ACCOUNTS (MSCOA) FOR A PERIOD OF 9 YEARS AND 11 MONTHS

SCOPE OF WORK

1. **ASSIGNMENT OBJECTIVE**

The assignment objective is to provide an integrate Municipal Finance Management System that will enable the municipality to manage, track and report its financial transactions, inventory, suppliers, bank, customer, fixed assets, billing, and Performance and the system must be complaint with mSCOA. The municipality reserves the right to extend the appointment to a period not exceeding 9 years and 11 months' subject to supplier performance reviews and successful system implementation.

2. **BACKGROUND**

The municipality is a rural municipality and relatively far from the main centres in South Africa. These geographical challenges have historically caused service and support to be lacking and expensive. The municipality therefor aims to reduce these challenges that influences optimum performance and service delivery. The municipality is looking for a fully integrated system, that is user friendly and can be implemented and be fully live by 1 July 2022. The Number of users is estimated at 110 and can be more. The estimated debtor count is approximately 17 000. The total staff establishment totals 389.

3. **PRICING**

Detailed as per below should be completed to the corresponding system specifications as from paragraph 5 required specifications.

3.1 **Data Migration/Implementation cost**

- All master Data and balances have to be migrated from existing systems, and where necessary/practical transaction have to be migrated as well.

- A data migration plan must be submitted and should form part of a project plan to be submitted.

- Including six weeks post implementation handholding

3.2 **Training and Support**

- All users should receive system specific training as well as hands on practical experience to function independently of the system provider. Training should clearly link the system usage for the municipality.

- The service provider should be in position to sign a Service Level Agreement with the municipality to render support as and when required and perhaps at fixed monthly intervals to ensure system and GRAP accounting is Performance in an appropriate manner.

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3.3 **Annual fees**

- Annual maintenance fee, where software maintenance fees are payable annually or in monthly instalments.

- Annual service level agreement fee, where fees are payable to ensure support is available, i.e. helpdesk.

3.4 **Hardware requirements**

- Hardware requirements to enable optimum performance of system.

4. **ASSIGNMENT COST & PAYMENT**

- This section includes payment arrangements in addition to the pricing instructions.
  - o Payment will be made upon completion of major Milestones.
  - o Interim payments on non-completed Milestones will not be made; the payment will only be made on approval of the deliverable by the Municipality.
  - o The municipality reserves the right to negotiate annual payment agreements according to cash-flow planning of the organisation.

5. **TIMEFRAME**

- The timeframe for the end product deliverable (Fully Implemented System Training, Data Migration and Handholding) is expected to be about 3 Months with the system fully operational.

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BERGRIVIER LOCAL MUNICIPALITY

BUDGET AND TREASURY

BID DOCUMENT

BID NO: T8/3/1-2022 MN5-2022

APPOINTMENT OF A SERVICE PROVIDER FOR THE LICENSING, UPGRADE AND SUPPORT OF AN INTEGRATED MUNICIPAL FINANCIAL MANAGEMENT SYSTEM (EPR) AND MUNICIPAL STANDARD CHART OF ACCOUNTS (MSCOA) FOR A PERIOD OF 9 YEARS AND 11 MONTHS

5. REQUIRED SPECIFICATIONS

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REQUIRED SPECIFICATIONS

mSCOA SYSTEM

Name of system providing functionality		Module	GENERIC SPECIFICATIONS

All asset transaction types must be accommodated in a flexible manner to accommodate future expansion within the mSCOA framework. An audit Trail, with an enquiry facility into the audit trail, of all movement within these files is a requirement.

Module Checklist:

	Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
		Yes	No	3rd Party		
	2. Access control of all systems and modules should as a minimum adhere to the following: Minimum Information Security Standards.					
	2.1. Authentication, authorization 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.	☐	☐	☐		
1. Generic	2.2. 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.	☐	☐	☐		
	2.3. 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 organizational structure, payroll, cost center, project, source of funding, other segmented transactions or other system objects needed to ensure confidentially of information and transactional integrity.	☐	☐	☐		
	2.4. Online approval and authorization with electronic signature capabilities of transactions via integrated security systems and segregated functionality. This should be provided through application of appropriate security policies and internal service level agreements between various units.	☐	☐	☐		

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	Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
		Yes	No	3rd Party		
	2.5. 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 customize this for enhanced analysis and reporting.	☐	☐	☐		
	2.6. 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.	☐	☐	☐		
3. Period Control						
	3.1. Monthly period closure and certification within the statutory reporting dates. No backdating of transactions is allowed.	☐	☐	☐		
	3.2. Balancing of the sub-system with control accounts must be a condition of any period closure.	☐	☐	☐		
	3.3. 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.	☐	☐	☐		
	3.4. Finalization and submission of annual financial statements (AFS) period 13 results in opening balance transactional transfer of only the transactions of period 13.	☐	☐	☐		
	3.5. 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.	☐	☐	☐		
	3.6. Accommodate a period 15 for prior period errors (GRAP 3). This require all previous and relevant charts to be available at all time without reloading previous charts	☐	☐	☐		
	3.7. Any corrections of prior period error(s) result in opening balance transactions in the subsequent years.	☐	☐	☐		
	3.8. Period closing, finalization and audit period corrections are opening balance transactions in the current open period as well as normal transactions in the audit periods.	☐	☐	☐		
4. Integration						
	4.1. Sub-system(s) or ledgers must, without (manual) intervention or manipulation, integrate and constantly balance with the core financial system.	☐	☐	☐		

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	Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
		Yes	No	3rd Party		
	4.2. Enable drill down from the general ledger (GL) to sub-system source transactions to transactional level.	☐	☐	☐		
	5. Help function user manual					
	5.1. The System must include an online procedural manual facility that allows for the recording and updating of all relevant processes to aid the users of the system.	☐	☐	☐		
	5.2. The manual must be context specific and accessible from any input screen in the system.	☐	☐	☐		
	5.3. Functionality is required to permit a duly authorized user to maintain the user manual.	☐	☐	☐		
	6. Document and transaction control					
	6.1. 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.	☐	☐	☐		
	6.2. 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.	☐	☐	☐		
	6.3. However, duly authorized users may view or report on logically deleted records.	☐	☐	☐		
	7. Training and Skills transfer	☐	☐	☐		
	7.1. End User Training which includes both theoretical as well as practical training.	☐	☐	☐		
	7.2. Complete Solution Hand Over to Municipal Project Team including full documentation.	☐	☐	☐		
	7.3. Deployment of an IT strategy for maintenance and future developments.	☐	☐	☐		
	8. Tax & VAT					
	8.1. Fully integrated and approved VAT handling capabilities incorporating all statutory required documentation.	☐	☐	☐		

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mSCOA SYSTEM

Name of system providing functionality		Module	IDP & BUDGET

In terms of Section 25 of the Municipal Systems Act, 2000, each municipal council must, within a prescribed period after the start of its elected term, adopt a single, inclusive and strategic plan (the integrated development plan (IDP)) for the development of the municipality which must inform the municipal budget to be mutually credible and reliable.

Module Checklist:

Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
1. IDP	☐	☐	☐		
1.1. The system should be able to link budgeting to final integrated development plan (IDP) priorities.					
1.2. Budgeting on the factual elements of typical work streams.	☐	☐	☐		
1.3. Budgeting on the factual elements of municipal operational and running cost.	☐	☐	☐		
1.4. 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)).	☐	☐	☐		
1.5. Incorporation of sub-module's elements.	☐	☐	☐		
1.6. Tracking of the budget process plan and timetable.	☐	☐	☐		

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Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
1.7. Automated workflow for departments' submissions as per budget guideline documents.	☐	☐	☐		
1.8. Comparison capabilities for department budget submissions, scenarios & recommendations.	☐	☐	☐		
1.9. Planning of secondary costing i.e. departmental charges, internal recoveries and activity-based charges.	☐	☐	☐		
1.10. The system should be able to link Expenditure and Revenue to All segments of mSCOA.	☐	☐	☐		
1.11. 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.	☐	☐	☐		
1.12. Enable what-if inter-operability and modelling between the municipality's main budget module and the sub-budget modules.	☐	☐	☐		
1.13. The statutory budget submission to the National Treasury local government Database (LG Database);	☐	☐	☐		
1.14. Data extraction from the mandatory six (6) segments on the mSCOA classification framework and upload to the National Treasury local government Database (LG Database) portal.	☐	☐	☐		
2. Main Budget & Monitoring					

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Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
2.1. Allow the public to provide comments on 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 councilors.	☐	☐	☐		
2.2. Automate the virement process as per the virement policy	☐	☐	☐		
2.3. Provide the annual procurement plan	☐	☐	☐		
2.4. Provide the annual procurement plan.	☐	☐	☐		
3. A revenue sub-ledger budget module that as a minimum:					
3.1. Calculate and spread budgets based on current consumption and database history.	☐	☐	☐		
3.2. Measure and flag anomalies of the current database history against alternative information sources such as the Surveyor General (SG), Deeds Office and valuation rolls to ensure completeness of budgeting and actual billing.	☐	☐	☐		
3.3. Provide functionality for town ship development and populate amounts and consumption on average per type of connection in this development.	☐	☐	☐		
3.4. 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.	☐	☐	☐		

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Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
3.5. 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).	☐	☐	☐		
3.6. Planning of secondary costing i.e. departmental charges, internal recoveries and activity-based charges informing cost reflective tariffs.	☐	☐	☐		
3.7. Review of sundry tariffs.	☐	☐	☐		
3.8. 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.	☐	☐	☐		

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mSCOA SYSTEM

Name of system providing functionality		Module	PERFORMANCE MANAGEMENT

The Performance Management System must give effect to chapter 6 of the Municipal Systems Act, 2000. Due to the nature of local government the performance management system of a municipality originates from its integrated 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.

Module Checklist:

Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
1. Seamless integration with the budgeting module	☐	☐	☐		
2. 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	☐	☐	☐		
3. Ensuring that policies and Municipal By-laws are aligned to the developmental nature of the municipality and give effect to the measurable performance objectives and service delivery- and budget implementation plan (SDBIP) of the municipality (for staff and political office bearers)	☐	☐	☐		
4. Ensure that internal municipality delegations are updated and assigned and formally accepted by individuals	☐	☐	☐		

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Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
5. 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	☐	☐	☐		
6. The contract management module should monitor key deliveries and invoke penalty clauses, retentions and consequences in cases of persistent breach of contract. This include listing of transgressors on the National Treasury website under the appropriate listing for transgressors	☐	☐	☐		
7. A performance management module that manages the contracts of senior management and allows for electronic submissions and 'portfolio of evidence' management	☐	☐	☐		
8. The performance management module should assist in consequence management and record any such actions	☐	☐	☐		
9. The performance management system should as a minimum produce the following documents:					
9.1. The integrated development plan (IDP) for publication;	☐	☐	☐		
9.2. The service delivery- and budget implementation plan (SDBIP);	☐	☐	☐		
9.3. The service level agreements (SLA's) and performance contracts;	☐	☐	☐		
9.4. Reporting on service delivery- and budget implementation plan (SDBIP) indicators (inclusive of financial performance indicators); and	☐	☐	☐		
9.5. The municipality's annual report.	☐	☐	☐		

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Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
10. 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.	☐	☐	☐		
11. HR & Payroll - Performance Management linked to SDBIP	☐	☐	☐		

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mSCOA SYSTEM

Name of system providing functionality		Module	REPORTING MECHANISMS

Module Checklist:

Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
1. Annual Financial Statements					
1.1. Integration and automation of the annual financial statements (AFS) as well as monthly MFMA section 71 reports (financial management statements).	☐	☐	☐		
2. Business intelligence reporting solutions					
2.1. Report Writer					
2.1.1. The report writer should have a user 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;	☐	☐	✓		
2.1.2. Alternatively, an effective, flexible report-writing facility with access to the database dictionary is required;	☐	☐	☐		

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Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
2.1.3. Ensure that mSCOA segmented reports can be produced on any level of the mSCOA chart with any combination of segments;	☐	☐	☐		
2.2. Management Dashboards - 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 update. This should as a minimum:					
2.2.1. Assist the municipal manager to adhere to MFMA section 70 by providing early warning of impeding financial distress;	☐	☐	☐		
2.2.2. Monitor the financial progress of grants, programs and capital projects (as per the annual service delivery-and budget implementation plan (SDBIP));	☐	☐	☐		
2.2.3. Monitor performance of debt recovery and creditor payments;	☐	☐	☐		
2.2.4. Reflect budget versus actual performance of the votes / functions of the municipality.	☐	☐	☐		
2.3. 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.	☐	☐	☐		

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Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
3. National Treasury Portal and other statutory submissions					
3.1. Statutory submission to the National Treasury local government Database (LG Database);	☐	☐	☐		
3.2. 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:					
3.2.1. The annual procurement plan - actual versus budget;	☐	☐	☐		
3.2.2. The asset maintenance plan - actual versus budget;	☐	☐	☐		
3.2.3. Annual Financial Statements (AFS);	☐	☐	☐		
3.2.4. Annual report;	☐	☐	☐		
3.2.5. VAT returns 201 reconciliations;	☐	☐	☐		
3.2.6. PAYE and 501 reconciliations;	☐	☐	☐		
3.2.7. IRP 5; and	☐	☐	☐		
3.2.8. Unemployment Insurance Fund (UIF) forms.	☐	☐	☐		

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mSCOA SYSTEM

Name of system providing functionality		Module	RISK MANAGEMENT

Module Checklist:

Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
1. Internal Audit					
1.1. Issue audit findings and risk registers and invoke consequence management procedures	☐	☐	☐		
2. External Audit					
2.1. Escalation and classification of matters influencing auditors' opinion	☐	☐	☐		
3. Back up and data recovery					
3.1. 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"	☐	☐	☐		
3.2. Disaster recovery sites are either off site at the municipality or cloud-based solutions that are to be tested regularly	☐	☐	☐		
3.3. Daily, weekly, monthly and yearly backups must be documented and signed-off	☐	☐	☐		

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mSCOA SYSTEM

Name of system providing functionality		Module	DOCUMENT AND WORKFLOW MANAGEMENT

Document Management to ensure that all municipal documents are secured and if possible, electronically received to achieve the lowest possible footprint. National Archives of South Africa Act, 1996.

Ensure that the policies referred to in MFMA section 17 and the Municipal Budget and Reporting Regulation 7 are, via formal workflow, reviewed by the relevant municipality departments/sections. Any amendments must be incorporated into the budget submission.

Module Checklist:

Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
1. Internal Audit					
1.1. Integrated workflow Request for Information management tool, backed by document management	☐	☐	☐		
1.2. Ability to obtain base transactional information 'View Only' ability	☐	☐	☐		
1.3. Ability to request sample transactions from all sub and core financial systems. This include documents as loaded via the document management systems.	☐	☐	☐		
1.4. Continues workflow on risks identified to ensure mitigation.	☐	☐	☐		
2. External Audit (Public Audit Act, 2004)					

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Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
2.1. Workflow and incident management tool to ensure progressive dealing with Request for Information and Communication of Audit findings.	☐	☐	☐		
2.2. Document management to ensure delivery of responses and documents requested on 'Request for Information' to AG.	☐	☐	☐		
2.3. Real time system (date time stamped) electronic responses to AG queries and continued internal escalation of non-responded queries.	☐	☐	☐		
2.4. Escalation and continuous request for 'auditor conclusion' on responded communication of audit findings.	☐	☐	☐		
2.5. Compilation and workflow on audit recovery plans.	☐	☐	☐		
3. Audit Committee - Audit Charter					
3.1. Document management and workflow to ensure resolution tracking is achieved.	☐	☐	☐		
4. System Configuration – Integration					
4.1. Document management must occur at the capturing point of all transactions.	☐	☐	☐		
4.2. Create workflow and exception reporting mechanisms.	☐	☐	☐		

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Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
5. Document Management					
5.1. Support secure and reliable document management including, but not limited to: 5.1.1. Document sharing; 5.1.2. Dedicated registry for document filling; 5.1.3. Document tracking; 5.1.4. Secure access to documents.	☐	☐	☐		
5.2. Document management should originate at the lowest level of transaction. (i.e. invoices should originate from creditors module)	☐	☐	☐		
5.3. Scanned documents and images to be linked to each enquiry of the system (e.g. Assistance-to-the-Poor application scanned forms to be linked to the customer identification number on the system)	☐	☐	☐		
6. Workflow must allow for reviews of:					
6.1. The tariff policy referred to in section 74 of the Municipal Systems Act, 2000;	☐	☐	☐		
6.2. The rates policy as required in terms of the Municipal Property Rates Act, 2004;	☐	☐	☐		
6.3. The credit control and debt collection policy referred to in section 96 of the Municipal Systems Act, 2000;	☐	☐	☐		
6.4. The supply chain management policy referred to in Chapter 11 of the MFMA, 2003;	☐	☐	☐		

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Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
6.5. The annual procurement plan;	☐	☐	☐		
6.6. The asset maintenance plan;	☐	☐	☐		
6.7. Any amendments made/ proposed to the municipality's policies or By-laws;	☐	☐	☐		
6.8. The rates and tariffs promulgation;	☐	☐	☐		
7. Automated Workflow					
7.1. 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.	☐	☐	☐		

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mSCOA SYSTEM

Name of system providing functionality		Module	ACCOUNTS PAYABLE

Module Checklist:

Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
1. Supplier maintenance					
1.1. Post supplier invoices, credit- and debit notes. Select documents to pay with payment dates	☐	☐	☐		
1.2. Make payments and part payments. Allow for future and scheduled payments	☐	☐	☐		
1.3. Align suppliers with debtors and HR modules	☐	☐	☐		
2. Accounts Payable Must include, at a bare minimum but not limited to:					
2.1. Goods received notes for full or partial deliveries aligned to authorized issued purchase orders. Goods return notes with debit and credit orders	☐	☐	☐		
2.2. Invoicing for goods received notes as partial or multiples invoice payments. Settlement discounts as allowed by suppliers	☐	☐	☐		
2.3. 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	☐	☐	☐		

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Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
2.4. Direct invoice payment such as Eskom	☐	☐	☐		
2.5. Sundry payments generated from payroll, billing or manual S&T transactions	☐	☐	☐		
2.6. Re-occurring and scheduled payment such as lease amounts or quarterly loan repayments	☐	☐	☐		
2.7. Retention register with auto mated update, pay-out and balancing	☐	☐	☐		
2.8. A cession register linked to the PMU with automated allocations	☐	☐	☐		
2.9. Age analysis of creditors with supporting reports	☐	☐	☐		
2.10. Must be able to calculate accounts payable VAT reconciliations (including calculations on returns and discounts)	☐	☐	☐		
2.11. The option to scan and store invoices and other documents on the supplier;	☐	☐	☐		
2.12. A web portal for suppliers to enquire on payment status and uploading/submitting of invoices	☐	☐	☐		

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mSCOA SYSTEM

Name of system providing functionality		Module	GENERAL LEDGER

Financial accounting incorporates a host of policies, processes and procedures in order to operationalize the effective and efficient recording and accounting of daily financial transactions 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 Recognized 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 operationalize daily business processes and procedures that incorporate at the very least regular reconciliations, correct and accurate allocation and classification of transactions based on the SCOA classification 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 need to be reported and must at all times be measurable so that progressive achievements can benefit communities. Processes should be focused at clean and accountable operations and the outcome must be reported in terms of by all roll players.

Module Checklist:

Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
1. Contains all the accounts for recording transactions relating to municipalities assets, liabilities and net assets as per mSCOA segments	☐	☐	☐		

Initial…………………

Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
2. 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.	☐	☐	☐		
3. 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	☐	☐	☐		
4. Notwithstanding 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 blocking of opening routines if out of balance occurrence with control accounts is observed	☐	☐	☐		
5. Drill down to transactions from the general ledger (GL) to the sub-ledger or 3rd party systems for an audit trail	☐	☐	☐		
6. Journal capturing capabilities (including reversible and recurring journals) including electronic approval	☐	☐	☐		
7. Reporting functionality for all financial reports in the full mSCOA segmented transactions	☐	☐	☐		

Initial…………………

mSCOA SYSTEM

Name of system providing functionality		Module	INSURANCE MANAGEMENT

Module Checklist:

Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
1. Provide an insurance claims register with direct linking to the asset's module	☐	☐	☐		
2. Derive valuation of assets to calculate insurance premiums from the asset register	☐	☐	☐		
3. Write-off of assets from the insurance module must update and transact on the asset register as well as the GL	☐	☐	☐		
4. Workflow with document management and reporting must be available	☐	☐	☐		

Initial…………………

mSCOA SYSTEM

Name of system providing functionality		Module	INVESTMENT MANAGEMENT

Module Checklist:

Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
1. 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.	☐	☐	☐		
2. Produce a reconciliation of the investment register with all required documentation.	☐	☐	☐		
3. Investment Management and Register (parameter driven)	☐	☐	☐		

Initial…………………

mSCOA SYSTEM

Name of system providing functionality		Module	LOAN MANAGEMENT

Module Checklist:

Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
1. Loan Register					
1.1. A loan register capable of calculating repayments and schedule payments within the workflow.	☐	☐	☐		
1.2. Produce a reconciliation of the loan register with all required documentation.	☐	☐	☐		
2. Loan liability register	☐	☐	☐		

Initial…………………

mSCOA SYSTEM

Name of system providing functionality		Module	COSTING

Module Checklist:

Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
1. A full costing module aligned to the mSCOA costing segment to assist in calculation of tariffs and real costs. 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.	☐	☐	☐		
2. Management reporting on all charges should be available for reports as well as dashboard information.	☐	☐	☐		

Initial…………………

Name of system providing functionality		Module	PROJECT MANAGEMENT

Module Checklist:

Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
1. Project Creation & Planning					
1.1. 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.	☐	☐	☐		
1.2. The municipal budget module must be aligned to the project module.	☐	☐	☐		
1.3. Projects registered in the project module must be aligned to the mSCOA Project segment.	☐	☐	☐		
1.4. 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).	☐	☐	☐		
1.5. Capital acquisition, maintenance and replacements must be driven from the project module.	☐	☐	☐		

Initial…………………

Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
1.6. Operating budget items such as operating expenditure on repairs and maintenance, operational costs and typical work streams must originate from the project module.	☐	☐	☐		
2. Project Management					
2.1. Project management and stakeholder inputs must be controlled by clear business processes and user access controls.	☐	☐	☐		
2.2. Projects net completed within a financial year must be carried over and work-in-progress (WIP) items registered.	☐	☐	☐		
2.3. Project managers should have full access to their projects within the limitations of the budget and internal policies.	☐	☐	☐		
2.4. Workflow processes must assist in project maintenance.	☐	☐	☐		
2.5. Strict budget control as per the approved integrated development plan (IDP) must be maintained.	☐	☐	☐		
3. Supply Chain Management (SCM) – Projects					
3.1. Must be able to support the generation of mandatory budget pricing at the beginning of the project and the maintenance thereof.	☐	☐	☐		
3.2. Follow accepted project management methodology through workflow and document management.	☐	☐	☐		
3.3. Allow for incentives, penalties and returns.	☐	☐	☐		

Initial…………………

mSCOA SYSTEM

Name of system providing functionality		Module	CASH MANAGEMENT

Module Checklist:

Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
1. Cashbook					
1.1. Automated receipting of bank deposits received	☐	☐	☐		
1.2. Automated passing of journals for interest and other bank charges.	☐	☐	☐		
1.3. Electronic payment of creditors and salaries	☐	☐	☐		
2. Bank Reconciliation					
2.1. A fully integrated and automated cashbook module that links to the banking sector and allows for at least:	☐	☐	☐		
2.2. Allow for multiple bank accounts and sweeping between accounts;	☐	☐	☐		
2.3. Automated receipting of debtor payments and other monies received;	☐	☐	☐		
2.4. Automated passing of journals for interest and other bank charges;	☐	☐	☐		
2.5. Automated clearing of system generated transactions such as payments; and	☐	☐	☐		
2.6. Automated clearing of cash received in the general ledger (GL) to the bank account;	☐	☐	☐		

Initial…………………

Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
2.7. Automated reconciliation of bank statements to the ledger and supplying supporting documentation for management.	☐	☐	☐		
2.8. Forecasting of cash must be available on a dashboard.	☐	☐	☐		
2.9. Support mSCOA segmentation in the cashbook module.	☐	☐	☐		
3. Petty Cash					
3.1. A petty cash module that would allow for accounting for petty cash transactions and subsequent budget allocations and control as per mSCOA.	☐	☐	☐		
3.2. Internal cash receipt with drawdown of petty cash.	☐	☐	☐		
3.3. Automated payment requests with user authorisation and access control.	☐	☐	☐		
4. The Cash Management System must at least accommodate, but not be limited to:					
4.1. Investment Management and Register (parameter driven).	☐	☐	☐		
4.2. Interest Received and interest expense reconciliation	☐	☐	☐		
4.3. Cash Flow Management which includes forecasting and analysis and full integration with the budget and financial accounting modules	☐	☐	☐		
4.4. Funds management and budget availability control	☐	☐	☐		

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mSCOA SYSTEM

Name of system providing functionality		Module	STORES AND INVENTORY MANAGEMENT

Requirement for an Inventory/Stores sub-system (At a minimum a Virtual Store).

Module Checklist:

Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
1. All consumable items in terms of the classification framework is purchased via an inventory principal. This include direct purchases like pens, stationary, etc.	☐	☐	☐		
2. 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.	☐	☐	☐		
3. The stores module must seamlessly integrate and balance with the core financial system.	☐	☐	☐		
4. Where a full stores module is operational, high value items should annually be measured to establish whether any of these items should be capitalized as 'assets.	☐	☐	☐		
5. Normal functions should be included as standard best practice and should include but not be limited to:					
5.1. Warehouse management	☐	☐	☐		
5.2. Acquisitions	☐	☐	☐		

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Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
5.3. Stock Level Management	☐	☐	☐		
5.4. Disposals	☐	☐	☐		
5.5. Automated consumable stores stock count sheets (departmental stores)	☐	☐	☐		

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Name of system providing functionality		Module	SUPPLY CHAIN AND CONTRACT MANAGEMENT

The Supply chain management system must give effect to section 11 of the Municipal Finance Management Act, 2003 (MFMA), the Municipal Supply Chain Management Regulations and council's approved SCM policy.

The Contract Management system must give effect to MFMA section 116.

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, authorization, 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 stock-pilling; 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 maximize value for money that includes procedures for planning; contract creation; collaboration; 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 dependent 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 awarded through the procurement process and the prescriptions in the MFMA; and

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

Module Checklist:

Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
1. Supplier Maintenance					
1.1. Creating a supplier database.	☐	☐	☐		
2. Supply Chain Management (SCM)					
2.1. Allow for requisition from the annual procurement plan;	☐	☐	☐		
2.2. Align requisition to be project based;	☐	☐	☐		
2.3. Supplier rotation management (parameter driven);	☐	☐	☐		
2.4. Supply Chain Deviation Management Facility in terms of legislation;	☐	☐	☐		
2.5. Adhere to the municipality's delegation of duties and authority levels;	☐	☐	☐		
2.6. Electronically validate against the National Treasury database for prohibited, employees of state and related parties and invite tenders based preferential procurement principals;	☐	☐	☐		
2.7. Electronically manage the invitation, bid closure and adjudication process with a full document management server unpinning the cycle;	☐	☐	☐		
2.8. Record and electronically store the bid adjudication committee's meeting minutes and store the minutes on the document management server;	☐	☐	☐		
2.9. Ensure the service level agreement (SLA) and allocation letters are electronically archived prior to any payment being made;	☐	☐	☐		

Initial…………………

Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
2.10. Enforce where applicable retention enforcement and manage retention registers;	☐	☐	☐		
2.11. Ensure tax clearance management for the duration of the contract;	☐	☐	☐		
2.12. Integrate with the asset management system;	☐	☐	☐		
2.13. Ensure that all payments are made within 30 days of receipt of an invoice therefore; and	☐	☐	☐		
2.14. Ensure that full accrual is done at month-end and year-end cut-off periods.	☐	☐	☐		
3. Supplier Evaluation					
3.1. Evaluate supplier performance in accordance with contract deliverables.	☐	☐	☐		
3.2. Update incentives and penalties to supplier database.	☐	☐	☐		
3.3. Automate notification alerting relevant system users when a supplier's BEE certificate and tax certification reach expiry dates.	☐	☐	☐		
4. Request for quote, quotations and Request for proposals					
4.1. Maintain a Request for quote, quotations and proposals database linked to suppliers.	☐	☐	☐		
4.2. Automated notification of price differences outside of approved variance.	☐	☐	☐		
4.3. Automated evaluating of quotations with parameters.	☐	☐	☐		
4.4. Comparative tables for allocation of bids.	☐	☐	☐		
4.5. Automated notification and ordering system.	☐	☐	☐		

Initial…………………

Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
4.6. Workflow and document management in quotation process.	☐	☐	☐		
5. Purchase Order Processing (PO)					
5.1. Allow for automated purchase orders from approved requisitions.	☐	☐	☐		
5.2. Electronic authorizing and signing of purchase orders (PO's) through workflow process.	☐	☐	☐		
5.3. Automated sending of purchase orders (PO's) to supplier through email and/or fax.	☐	☐	☐		
5.4. Processing of partial order deliveries with automated reminders of outstanding items.	☐	☐	☐		
5.5. Automated transfers of outstanding orders to future periods with budget controls.	☐	☐	☐		
5.6. Align purchase order (PO) deliverables to the annual service delivery- and budget implementation plan (SDBIP).	☐	☐	☐		
6. Contract Management					
6.1. Contract management through workflow and audit trail.	☐	☐	☐		
7. Requisitions					
7.1. Different requisition origination such as online, manual, stores and other modules.	☐	☐	☐		
7.2. Project based requisition forms.	☐	☐	☐		
7.3. mSCOA segmented capturing.	☐	☐	☐		
7.4. Ability to attach documents to online requisitions such as drawings or specifications.	☐	☐	☐		
7.5. Must support full workflow and electronic signatures.	☐	☐	☐		

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mSCOA SYSTEM

Name of system providing functionality		Module	GRANT MANAGEMENT

Grant management includes all the activities, processes and procedures to register and reconcile all the grants allocated, received and spent according to the conditions in the Annual Division of Revenue Act.

Module Checklist:

Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
1. Provide for a grant register linked to ledger accounts.	☐	☐	☐		
2. Automate receipt allocation of grants.	☐	☐	☐		
3. Automate payment allocations and transfers from unspent accounts to revenue.	☐	☐	☐		
4. Link to mSCOA funding source with budget control.	☐	☐	☐		
5. Provide for reporting in accordance with the mSCOA Regulation and internal control.	☐	☐	☐		

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mSCOA SYSTEM

Name of system providing functionality		Module	ASSET MANAGEMENT

In terms of Section 152 of the Constitution, local government's primary mandate is to ensure services are provided in a sustainable and developmental manner; this notion and spirit is supported by the MFMA. Good asset management facilitates the provision of services in a financially sustainable manner and requires adequate automation of critical process within the asset management cycle.

Typical to an effective and efficient system at least the following functions need to be addressed as part of the minimum business process requirements –

(a) Safeguarding of assets, e.g. asset tracking, numbering and locations;
(b) Maintaining assets, planned and unplanned maintenance which needs to also incorporate capital asset renewal;
(c) Maintenance costing as an input into asset replacement plans;
(d) Establishing and maintaining a management, accounting and information system that accounts for the assets of the municipality;
(e) Asset valuation principles in accordance with Generally Recognized Accounting Practice (GRAP);
(f) Establishing and maintaining systems of internal control over assets;
(g) Establishing and maintaining an asset register;
(h) Clarifying responsibilities and accountabilities for the asset management process, and
(i) Insurance of assets.

An asset and liabilities subsystem must give effect to the MFMA section 63:
- Assets classes with its associated asset 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.

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Module Checklist:

Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
1. Asset management sub-ledger budget module that as a minimum:					
1.1. Allows budgeting for "new capital" projects requested in the integrated development plan (IDP).	☐	☐	☐		
1.2. Anticipates completion and subsequent operational costs of these "new capital" projects.	☐	☐	☐		
1.3. Calculates existing and anticipates new planned assets' maintenance, insurance and a percentage of "un-planned" maintenance.	☐	☐	☐		
1.4. Calculates depreciation, taking into account the impact of major repairs.	☐	☐	☐		
1.5. Calculates profit or loss on planned disposals.	☐	☐	☐		
1.6. Provides for a (contract) retention payment schedule.	☐	☐	☐		
1.7. Provides for grant and work-in-progress (WIP) or contract management payment schedules to assist the main budget module with its forecasting and cash flow management.	☐	☐	☐		
1.8. Supplies the general ledger's main budget 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.	☐	☐	☐		
1.9. Provide the asset maintenance plan	☐	☐	☐		
2. Fixed Asset Management					
2.1. Trace all financial asset transactions to the asset level.	☐	☐	☐		

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Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
2.2. Ensure that all asset transactions are aligned with mSCOA Regulations.	☐	☐	☐		
3. Asset Management System					
3.1. Manage the full asset life cycle;	☐	☐	☐		
3.2. 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);	☐	☐	☐		
3.3. Immediately after a completion certificate is received, unbundle assets and maintain the parent-child relationship between the main asset and its components;	☐	☐	☐		
3.4. Enable table-to-floor inspection sheets (electronic devises are preferred) as well as floor-to-table look-up methodologies;	☐	☐	☐		
3.5. 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);	☐	☐	☐		
3.6. Compile and monitor expenditure against the asset maintenance plan;	☐	☐	☐		
3.7. Integration to billing systems to monitor investment properties and valuation inconsistencies;	☐	☐	☐		
3.8. Utilize the billing system functionality to ensure ownership of land and buildings to the deeds register;	☐	☐	☐		

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Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
3.9. 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	☐	☐	☐		
3.10. Seamless integration with a Geographical Information System (GIS) or alternative mapping enabled graphical user interphase.	☐	☐	☐		
4. Identification of Assets					
4.1. Ability to identify and track assets in a hierarchy structure of departments, locations, components and sub-components.	☐	☐	☐		
4.2. Define Cost Centers, Work Centers, assigning of re-servicing the equipment to an individual.	☐	☐	☐		
4.3. Allow for criticality rating to be assignable to each asset via the risk assessment model.	☐	☐	☐		
4.4. Ability to link movable assets to third party asset tracking systems.	☐	☐	☐		
5. Maintenance Strategies					
5.1. Must be able to configure different strategies.	☐	☐	☐		
5.2. Ability to attach and insert links to Technical Documentation throughout the maintenance module.	☐	☐	☐		
5.3. Must cater for a master maintenance schedule with reporting of 'maintenance done'.	☐	☐	☐		
5.4. Must be able to indicate the lifespan of equipment for replacement budgeting purposes.	☐	☐	☐		

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Initial…………………

Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
5.5. Must be able to track warranty periods by components.	☐	☐	☐		
5.6. Support call center notifications and maintenance of assets with integrated workflow.	☐	☐	☐		
6. Fleet Management system	☐	☐	☐		

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Name of system providing functionality		Module	REAL ESTATE AND RESOURCES MANAGEMENT

Real estate management includes the management of land plus anything permanently fixed to it, including buildings, sheds and other items attached to the structure that are both lease-in and lease-out. It can be grouped into three broad categories based on its use - residential, commercial and industrial.

Examples of real estate include undeveloped land, houses, condominiums, town homes, office buildings, retail store 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.

Module Checklist:

Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
1. Rent out					
1.1. Maintain a rent register for rental properties.	☐	☐	☐		
1.2. Holiday resort systems.	☐	☐	☐		
1.3. Automated rent renewals with workflow and document management.	☐	☐	☐		
1.4. Link to debtors' system for collection of rent.	☐	☐	☐		
2. Facilities rental module updated from receipting with workflow refunds.	☐	☐	☐		
3. Rent in					
3.1. Lease register with workflow and document management.	☐	☐	☐		
3.2. Automated payment scheduling.	☐	☐	☐		

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Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
4. Maintenance					
4.1. Maintenance module for properties and facilities.	☐	☐	☐		
4.2. Facilities Management (Maintenance).	☐	☐	☐		

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mSCOA SYSTEM

Name of system providing functionality		Module	HUMAN RESOURCE AND PAYROLL MANAGEMENT

Human resources and payroll management is the organizational function that deals with issues related to employees such as compensation, hiring, performance management, organizational development, safety, wellness, leave management, benefits, employee motivation, communication, administration, and training in line with the prescriptions of the Labor Relations Act.

Staff establishment, human resources development and expenditures on staff benefits should be done according to the processes and procedures set out in the MSA and MFMA.

Pay roll management entails the administration of the financial record of employees' salaries, wages, bonuses, net pay, and deductions and should be done within the limits of the approved budget and the prescriptions of the South African Revenue Services (SARS).

Budgeted remuneration and benefits need to be directly aligned to the approved staff establishment with provision for vacancies shown separately and all staff payments must be reconciled monthly.

The issue of productivity or performance management needs to be addressed by using the latest available technologies such as bio metrics devices.

Module Checklist:

Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
1. A Human Resource (HR) budget/ payroll module must as a minimum:					
1.1. Allow the municipality to budget for its full organogram (organizational structure) Payroll budgeting module.	☐	☐	☐		

Initial…………………

Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
1.2. Incorporate the ability to apply costing allocation to projects and percentage (%) based allocation of administration costs to trading service departments (if not allocated) using direct calculation methods.	☐	☐	☐		
1.3. 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.	☐	☐	☐		
1.4. Ensure that the planned positions is budgeted for pro-rata to when the expected appointment can be done.	☐	☐	☐		
1.5. Utilizing 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.	☐	☐	☐		
1.6. 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.	☐	☐	☐		
2. Human Resource (HR) payroll module must as a minimum (In addition to the normal payroll calculation) provide for:					
2.1. Organization Management	☐	☐	☐		
2.2. Employee Records Management	☐	☐	☐		

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Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
2.3. Leave Records Management	☐	☐	☐		
2.4. Leave Pay Accrual to be automated also to be retrieved on an ad hoc basis	☐	☐	☐		
2.5. E-Leave functionality	☐	☐	☐		
2.6. Training and Development Management	☐	☐	☐		
2.7. Recruitment and Selection Management	☐	☐	☐		
2.8. Performance Management	☐	☐	☐		
2.9. Travel claims Management	☐	☐	☐		
2.10. Human Resource Self Service	☐	☐	☐		
2.11. Talent Management	☐	☐	☐		
2.12. Career Path Management	☐	☐	☐		
2.13. Payroll and Benefits Management	☐	☐	☐		
2.14. Automated reconciliation at predetermined intervals.	☐	☐	☐		
2.15. Overtime claims Management/ Time off in lieu	☐	☐	☐		
2.16. Special Allowance Management (e.g. acting, secondments, etc.)	☐	☐	☐		
2.17. Refunds to staff in respect of over-deductions and ad hoc payments	☐	☐	☐		
2.18. Deductions and payments to third parties (e.g. medical aids, SARS, union contributions, etc.)	☐	☐	☐		
2.19. Ad hoc payroll runs must reflect in the Financial Management System	☐	☐	☐		
2.20. Must cater for pensioners' benefits	☐	☐	☐		
2.21. Provision to record allowance details against a post and employee (e.g. Telephone Allowance, categories, amounts, telephone number etc.)	☐	☐	☐		

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Initial…………………

Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
2.22. Employee Relations	☐	☐	☐		
2.23. The system must cater for all requirements of the South African Revenue Services (SARS)	☐	☐	☐		
2.24. Must provide a facility to automate the update of tax tables whenever changes occur	☐	☐	☐		
2.25. History of previous tax tables must be retained on the system for an indefinite period.	☐	☐	☐		
2.26. The system must be flexible so as to cater for any legislative changes to UIF, Workman's Compensation, Unions, etc.	☐	☐	☐		
2.27. The system must be able to cater for more than 1 payroll type (e.g. Staff, Pensioners, etc.)	☐	☐	☐		
2.28. Narrative type pay slips must be provided (Hard copy and electronically)	☐	☐	☐		
2.29. Accumulations of all deductions to be printed on pay slip if required (Pension, tax, housing allowance, motor car allowance, etc.)	☐	☐	☐		
2.30. Salary payments made to employees' bank accounts must be catered for electronically by either ACS (Automated Clearing Bureau) or electronic funds transfer (EFT)	☐	☐	☐		
2.31. Provide a payment hold facility	☐	☐	☐		
2.32. Third Party deduction and payments in terms of schedules or ad hoc basis	☐	☐	☐		
2.33. Variance reporting	☐	☐	☐		

Initial…………………

Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
2.34. The ability to calculate back pay across tax periods and increment periods must be provided for	☐	☐	☐		
2.35. The system must allow for dummy validation pay runs to be carried out prior to running the final run	☐	☐	☐		
2.36. All temporary staff (e.g. seasonal workers, learner ship programs, contract workers, etc.) to be controlled via Budget availability	☐	☐	☐		
2.37. Provision to maintain (add, amend, delete) conditions of service pertaining to specific posts	☐	☐	☐		
2.38. 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)	☐	☐	☐		
2.39. Budget control and management of virement requirements	☐	☐	☐		
2.40. Ensure that all employees' and councilors' declaration of interest and related parties are captured on the master files	☐	☐	☐		
2.41. Bank account monitoring against supplier and/ or contract payment AND against own and related parties bank accounts	☐	☐	☐		
2.42. Test against the central database for contracts with any 'organs of state'/ "persons in the service of state" and supply the central database with employees' and related parties' details	☐	☐	☐		

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Initial…………………

Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
2.43. Supply the central database with the identification (ID) numbers of employees, councilors and related parties	☐	☐	☐		
2.44. Report and create the workflow for collection of all employees and councilors with arrear accounts	☐	☐	☐		
2.45. Provide the financial statements with regulated reporting requirements regarding the municipal councilors' outstanding debtor account details	☐	☐	☐		
2.46. 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	☐	☐	☐		
2.47. Create the clearing transactions that clear the integration control, these transactions include:					
2.47.1. Electronic funds transfer (EFT) to employee's bank accounts into the core financial systems cashbook awaiting approval;	☐	☐	☐		
2.47.2. Creation of "invoices" for 3rd parties, SARS (PAYE, VAT, etc.), UIF, Medical aid and pension funds;	☐	☐	☐		
2.48. Provide for an employee portal to update personal information and re-produce documents	☐	☐	☐		

Initial…………………

Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
2.49. 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)	☐	☐	☐		
3. Time Management	☐	☐	☐		
3.1. Work schedule and shift planning.	☐	☐	☐		
3.2. Time data recording and administration.	☐	☐	☐		
4. Payroll	☐	☐	☐		
4.1. Must be able to easily integrate with banks. Seamless upload of payroll information	☐	☐	☐		
4.2. Support multiple payrolls with different pay structures	☐	☐	☐		
4.3. Produce, in conjunction with the Human Resource system, a multi-year budget in the mSCOA segmentation	☐	☐	☐		
4.4. Integrate with the time management system	☐	☐	☐		
4.5. Ability to submit statutory reporting to SARS for all taxes	☐	☐	☐		

Initial…………………

mSCOA SYSTEM

Name of system providing functionality		Module	CUSTOMER CARE, CREDIT CONTROL AND DEBT COLLECTION

Each municipality must within its financial and administrative capacity establish a sound customer management system as prescribed in the MSA. Credit control and debt collection is the responsibility of the municipality and processes, procedures and mechanisms must be implemented in line with the policy as adopted by the Council as prescribed in the MSA.

Module Checklist:

Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
1. A credit control and debt collection system that integrates with the revenue management system, that gives effect to Chapter 9 of the Municipal Systems Act, 2000, must:					
1.1. Provide for SMS, email and hand delivered late payment notifications;	☐	☐	☐		
1.2. Provide for parameter-based disconnection list generation;	☐	☐	☐		
1.3. Manage re-connection and arrangements with integrated notes on the debtor master file and workflow with technical services;	☐	☐	☐		
1.4. Integrated clearance applications and calculations;	☐	☐	☐		
1.5. Final demand and summons issuing; and	☐	☐	☐		
1.6. Management of attorney actions on an integrated level.	☐	☐	☐		
2. Debtor Classification and Categorization					
2.1. Indigent Management (Assistance-to-the-Poor).	☐	☐	☐		

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Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
2.2. Indigent Register must be accommodated in a workflow of various administration processes including, but not limited to:	☐	☐	☐		
2.2.1. Online Application;	☐	☐	☐		
2.2.2. House visit;	☐	☐	☐		
2.2.3. Capturing of details;	☐	☐	☐		
2.2.4. Authorization of application;	☐	☐	☐		
2.2.5. Automated Subsidy, Write Off and reversals thereof.	☐	☐	☐		
3. **Arrear arrangement** functionality must be accommodated in a workflow of various administration processes including, but not limited to:					
3.1. Online Application;	☐	☐	☐		
3.2. Authorization of application;	☐	☐	☐		
3.3. Automated arrangement financials;	☐	☐	☐		
3.4. Automated Default process;	☐	☐	☐		
3.5. Irrecoverable Debt Write Off process;	☐	☐	☐		
3.6. Restriction and Reinstatement of Credit and prepaid meters;	☐	☐	☐		
3.7. Meter Tampering Management;	☐	☐	☐		
3.8. Debtor (individual/group) dashboard;	☐	☐	☐		
3.9. Management facility to monitor Debtors that are also Service Providers (creditors) set off Management;	☐	☐	☐		
3.10. Management of staff arrear set off.	☐	☐	☐		

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Initial…………………

Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
4. **Customer portals** to give effect to Section 95 of the Municipal Systems Act, 2000 which (amongst other) requires the following:					
4.1. Aims to create a positive and reciprocal (give-and-take) relationship between persons liable for payments and the municipality;	☐	☐	☐		
4.2. Establishes mechanisms for users of services and ratepayers to provide feedback to the municipality or other service providers/ mechanisms (of the municipality) regarding the quality of the services and the performance of the municipality or its service providers/ mechanisms;	☐	☐	☐		
4.3. Provides accessible mechanisms to any person to query or verify municipal accounts and metered consumption;	☐	☐	☐		
4.4. Enables electronic query and appeal procedures which allow persons to receive prompt response/ action to 'inaccurate accounts' queries;	☐	☐	☐		
4.5. Enables structured workflow mechanisms to deal with complaints from such persons, together with prompt replies and corrective action by the municipality;	☐	☐	☐		
4.6. Mechanisms to monitor the municipality's response time and efficiency in complying with the above; and	☐	☐	☐		
4.7. Provides for accessible, secure and electronic payment channels.	☐	☐	☐		
5. **Customer Relations Management & Community Liaison**					
5.1. Able to automate customer registration.	☐	☐	☐		

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Initial…………………

Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
5.2. Automate the registration of services (water, electricity & prepaid electricity).	☐	☐	☐		
5.3. Automate the allocation of funds to the customer to trigger instruction to unblock/ reconnect suspended service.	☐	☐	☐		
5.4. Automated customer correspondence capabilities which includes, but is not limited to, automated responses to customer enquiries, linking a reference number to the customer's account.	☐	☐	☐		
5.5. Updates on statements which will reflect latest adjustments.	☐	☐	☐		
5.6. Integrate community liaison (e.g. service interruptions).	☐	☐	☐		
5.7. Account payments and cashier balancing on one system.	☐	☐	☐		
5.8. Must have real time reflection of payments.	☐	☐	☐		

Initial…………………

Name of system providing functionality		Module	VALUATION ROLL MANAGEMENT

The valuation roll forms the basis for the levying of assessment rates and all processes and procedures are governed by the Municipal Property Rates Act, 2004 (MPRA). All categories of properties in the municipal 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 required to undertake interim valuations to ensure the property valuation 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.

Module Checklist:

Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
1. Valuations Module to give effect to the Municipal Property Rates Act, 2004, and as a minimum:					
1.1. Seamlessly integrate with the revenue management module.	☐	☐	☐		
1.2. Integrate information for spatial analysis in a Geographical Information System (GIS).	☐	☐	☐		
1.3. Integrate with the building control system used in the municipality to ensure completion of additions and new buildings get immediately updated on the billing sub-system.	☐	☐	☐		
1.4. Integrate with the land use system to ensure appropriate tariffs is timeously applied.	☐	☐	☐		

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Initial…………………

Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
1.5. Integrate with the Surveyor General (SG) database and town planning systems in use at the municipality.	☐	☐	☐		
1.6. Integrate with the deeds registry and monitor actual sales with current valuations as well as ownership against the billing system.	☐	☐	☐		
1.7. Validate and report anomalies in the asset register on municipal owned properties.	☐	☐	☐		
1.8. Provide the municipal website with the Municipal Property Rates Act, 2004 required A&B valuation rolls.	☐	☐	☐		
2. Managing and calculation of property rates, special rating areas and service charges on a property subject to a number of requirements including but not limited to:					
2.1. The valuation of property will be performed in the separate (Computer Assisted Mass Appraisal) system and the individual property values and relevant property attributes passed to the Solution via an 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.	☐	☐	☐		
2.2. Property Rates and service charges are calculated at different tariffs depending on various criteria such as the category of the property.	☐	☐	☐		
2.3. Functionality is required to exempt certain categories of property and/ or certain categories of property owners from rates.	☐	☐	☐		

Initial…………………

Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
2.4. Functionality is required to calculate a rebate or a reduction in rates in compliance with the requirements of legislation and/ or business rules.	☐	☐	☐		
2.5. Functionality is required for the phasing in of rates in compliance with legislation.	☐	☐	☐		
2.6. Clearance Certificate Management to be online and comply with Section 118 of the Municipal Systems Act, 2000.	☐	☐	☐		

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Initial…………………

mSCOA SYSTEM

Name of system providing functionality		Module	LAND USE AND 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 needs to include all processes, methods and tools used for organizing, 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 impacts. 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 use 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 and building management needs to be integrated with the revenue value chain of the municipality.

Module Checklist:

Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
1. Land use - Property maintenance					
1.1. Property register providing for all land in the municipal area.	☐	☐	☐		
1.2. Town, township, suburb, street, erf, subdivision and sectional title detail must be aligned to the deed's office and Demarcation Board specifications.	☐	☐	☐		
1.3. Integration with billing and valuation systems.	☐	☐	☐		
1.4. Alignment of ownership must be verifiable with the deed's office.	☐	☐	☐		

Initial…………………

Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
1.5. Property transfers, subdivisions, consolidations and zoning changes must be system process with workflow and document management driven.	☐	☐	☐		
2. Integration with external stakeholders					
2.1. Must be able to align property register with the Surveyor General register.	☐	☐	☐		
2.2. Where a 3rd party GIS system is used integration should be seamless.	☐	☐	☐		
2.3. Integration with the asset register for municipal properties.	☐	☐	☐		
3. Building Control - Integration to the Town Planning function					
3.1. Building plan submission and approval.	☐	☐	☐		
3.2. Document management for building plans and zoning certificates.	☐	☐	☐		

Initial…………………

mSCOA SYSTEM

Name of system providing functionality		Module	BILLING

The valuation roll forms the basis for the levying of assessment rates and all processes and procedures are governed by the Municipal Property Rates Act, 2004 (MPRA). All categories of properties in the municipal 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.

The Revenue management module must give effect to MFMA section 64.

Module Checklist:

Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
1. **In addition to the standard minimum functionality in the MFMA, the billing system must:**					
1.1. 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;	☐	☐	☐		
1.2. Calculate and account monthly for the provision of bad debt;	☐	☐	☐		
1.3. 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;	☐	☐	☐		

Initial…………………

Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
1.4. Provide accessible pay points and other mechanisms for settling accounts or for making pre-payments for services;	☐	☐	☐		
1.5. Provide adequate information for spatial analysis in a Geographical Information System (GIS) system;	☐	☐	☐		
1.6. Create and Maintain Regional Structure;	☐	☐	☐		
1.7. Integrate with valuation and property systems;	☐	☐	☐		
1.8. Allow for multiple billing cycles;	☐	☐	☐		
1.9. Create and maintain a tariff structure to comply with mSCOA Regulations;	☐	☐	☐		
1.10. Produce monthly invoices to debtors and group accounts;	☐	☐	☐		
1.11. Allow for rebates and penalty levies.	☐	☐	☐		
2. **Specific but not limited requirements**					
2.1. Must have report writing capabilities for standard & Ad hoc reporting (daily, monthly & annual).	☐	☐	☐		
2.2. Maintenance of tariffs as per the tariffing section.	☐	☐	☐		
2.3. Integrate with debt collection for disconnections and reconnections.	☐	☐	☐		
2.4. Integration into 3rd party software for receive readings taken.	☐	☐	☐		
2.5. 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.	☐	☐	☐		

Initial…………………

Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
2.6. Must have a full process and document flow for terminations and re-connections of services and the relevant documentation.	☐	☐	☐		
2.7. 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.	☐	☐	☐		
3. **Billing Reporting and Tariff Maintenance**					
3.1. Must be able to do consolidated billing of 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.	☐	☐	☐		
3.2. Generate statements at any point in time and consolidate at customer level.	☐	☐	☐		
3.3. Flexible tariff building structure and design. System must be capable of inclining block tariffs based on daily, monthly, or annual rate scales.	☐	☐	☐		
3.4. Must allow for the maintenance of tariffs as per the tariffing section.	☐	☐	☐		
3.5. Customer must be able to nominate between mailing, MMS or e-mailing of monthly statement.	☐	☐	☐		

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Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
4. Transactions in debtors must reflect in the Accounts Receivable Module in mSCOA segmentation and must provide a debtor master record containing at least but not limited to:					
4.1. Debtor classes and discount categories to ensure correct billing and rebates;	☐	☐	☐		
4.2. Trade, sundry and other debtor types to comply with mSCOA requirements;	☐	☐	☐		
4.3. Debtor levies in mSCOA segmentation to the Accounts Receivable;	☐	☐	☐		
4.4. Receipt allocation to AR in the correct mSCOA segmentation;	☐	☐	☐		
4.5. Daily balancing between sub-system and AR; and	☐	☐	☐		
4.6. Month-end and year-end procedures to ensure correct disclosure of cash on hand and age analysis.	☐	☐	☐		
4.7. Drill down to transactions from the general ledger (GL) to the sub-ledger or 3rd party systems.	☐	☐	☐		

Initial…………………

mSCOA SYSTEM

Name of system providing functionality		Module	METER MANAGEMENT

Module Checklist:

Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
1. Functionality is required to link the 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	☐	☐	☐		
2. Functionality is required to categories meters	☐	☐	☐		
3. 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	☐	☐	☐		
4. 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)	☐	☐	☐		
5. Functionality is required to create and maintain practical and efficient meter reading routes	☐	☐	☐		

Initial…………………

Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
6. 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:					
6.1. Capture via standard keyboard entry;	☐	☐	☐		
6.2. Receiving meter readings electronically from a third-party interface. Automated uploading and validation will be required.	☐	☐	☐		
7. 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.	☐	☐	☐		
8. Functionality is required to calculate charges for services consumed according to user defined algorithm which may contain a number of variable factors in order to determine the correct tariffs to apply.	☐	☐	☐		
9. 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).	☐	☐	☐		

Initial…………………

Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
10. 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.	☐	☐	☐		
11. In the event that a meter reading is not received, functionality is required to calculate an estimated consumption, according to a user-maintained algorithm.	☐	☐	☐		
12. 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').	☐	☐	☐		
13. Meter management system must be integrated/ interfaced with the Billing Component.	☐	☐	☐		
14. Prepaid electricity meters:					
14.1. Functionality that is an integral part of the Billing interface to its prepaid vendor;	☐	☐	☐		
14.2. Automated blocking and arrear set off functionality is required.	☐	☐	☐		
15. Water inventory managing.	☐	☐	☐		

Initial…………………

Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
16. Functionality is required to manage an Inventory of Water Meters. This to be work flowed as certain steps are dependent on others.	☐	☐	☐		
17. Reports/ extracts including but not limited to:					
17.1. Water Meter maintenance management;	☐	☐	☐		
17.2. Various statistical extracts and reports.	☐	☐	☐		

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mSCOA SYSTEM

Name of system providing functionality		Module	POINT OF SALE/ REVENUE RECEIPTING AND OTHER REVENUE/BILLING

Module Checklist:

Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
1. Must adhere to applicable legislation and by-laws.	☐	☐	☐		
2. Allow for all accepted payment methods at cashiers, including automated payment and clearing of card payments.	☐	☐	☐		
3. To accommodate fully automated processing of multiple receipting streams including but not limited to:					
3.1. Payroll;	☐	☐	☐		
3.2. Third Party vendors (e.g. Absa, Easy Pay, Prepaid Vendor, etc.);	☐	☐	☐		
3.3. Cash Offices;	☐	☐	☐		
3.4. Traffic;	☐	☐	☐		
3.5. Other Municipal Directorates (e.g. Fresh Produce Market, Libraries, etc.).	☐	☐	☐		
4. To cater for multiple bank accounts.	☐	☐	☐		
5. Processing of payments at supervisor-controlled cash offices to accommodate cashier opening, balancing and closing.	☐	☐	☐		
6. Multiple daily and monthly online and automated reconciliations.	☐	☐	☐		

Initial…………………

Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
7. Receipting to be online.	☐	☐	☐		
8. Cash payments must be able to be processed during database server and network downtime.	☐	☐	☐		
9. All pay points and receipting streams to be uniquely identifiable in the sub ledger and general ledger.	☐	☐	☐		
10. Receipting to also accommodate specialized payment types e.g. Rates Clearance, Arrear Debt arrangements, Assistance-to-the-Poor, Service Deposits, etc.	☐	☐	☐		
11. To accommodate the correction of erroneous and/or rejected receipts.	☐	☐	☐		
12. Facility to reverse "refer to drawer"(R/D) for Cheques, debit orders and IVR payments.	☐	☐	☐		
13. To facilitate debit orders.	☐	☐	☐		
14. Printing and re-printing (marked as "Copy Receipt") of receipts.	☐	☐	☐		
15. Interface with barcode scanner to scan account numbers from the statements.	☐	☐	☐		
16. Recording of cheque details.	☐	☐	☐		
17. Reversal of receipt and associated interest where applicable.	☐	☐	☐		
18. While the billing process itself follows standard accounting practices for raising debit and credit transactions, the tariffs of charges and the business rules that govern 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.	☐	☐	☐		

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Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
19. Calculate the income due to the municipality for services and/ or products or property, on a regular, user defined and maintainable basis.	☐	☐	☐		
20. Generate invoices and/or statements for the amounts payable to the municipality on a regular, user defined and maintainable basis.	☐	☐	☐		
21. Group accounts into one or more 'billing cycles' based on user defined criteria.	☐	☐	☐		
22. Provides the facility to charge interest on arrears amount subject to certain user defined provisions and according to user maintainable rates.	☐	☐	☐		
23. 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:	☐	☐	☐		
23.1. 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.;	☐	☐	☐		
23.2. Manually Input transactions - these transactions are captured by a user and will reflect all the details of the transaction;	☐	☐	☐		
23.3. Electronic transactions - these transactions are received electronically, which then must be identified and raised to the relevant Debtor account.	☐	☐	☐		

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Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
24. Transactions will be classified by type e.g. billing transaction, receipt transaction, journal transaction etc. The definition of a transaction type must be user maintainable.	☐	☐	☐		
25. All transactions, regardless of type and origin, must be date/time stamped and have the user/origin included in the record. A narration I description field must be available whereby a short description of the transaction can be recorded.	☐	☐	☐		
26. 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).	☐	☐	☐		
27. Account maintenance functionality is required to generate the necessary transactions to correct accounts which are in error by an authorized user with a full audit trail and maintenance report of actions taken to rectify the error. (MSA section 95f).	☐	☐	☐		
28. Account maintenance functionality must produce 'hard copy' of all transactions generated to rectify the account to enable the user to verify and 'sign off' the action taken.	☐	☐	☐		

Initial…………………

Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
29. Functionality is required to categories 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)).	☐	☐	☐		
30. Functionality is required to process different Debtor and property categories according to different business rule or time frames.	☐	☐	☐		
31. Tariffs are stored by effective date from inception and all history is retained to enable recalculation of accounts even over different tariff periods.	☐	☐	☐		
32. 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'.	☐	☐	☐		
33. 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.	☐	☐	☐		

Initial…………………

Functionality Required	Functionality Available			3.1 Training and Onsite Support	3.2 Annual Fees
	Yes	No	3rd Party		
34. 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.	☐	☐	☐		

Initial…………………

BERGRIVIER LOCAL MUNICIPALITY

BUDGET AND TREASURY

BID DOCUMENT

BID NO: T 8/3/1-2022 MN5-2022

APPOINTMENT OF A SERVICE PROVIDER FOR THE LICENSING, UPGRADE AND SUPPORT OF AN INTEGRATED MUNICIPAL FINANCIAL MANAGEMENT SYSTEM (EPR) AND MUNICIPAL STANDARD CHART OF ACCOUNTS (MSCOA) FOR A PERIOD OF 9 YEARS AND 11 MONTHS

6. SPECIAL CONDITIONS OF CONTRACT

Initial…………………

BERGRIVIER LOCAL MUNICIPALITY

BUDGET AND TREASURY OFFICE

BID NO: T 8/3/1-2022 MN5-2022: APPOINTMENT OF A SERVICE PROVIDER FOR THE LICENSING, UPGRADE AND SUPPORT OF AN INTEGRATED MUNICIPAL FINANCIAL MANAGEMENT SYSTEM (EPR) AND MUNICIPAL STANDARD CHART OF ACCOUNTS (MSCOA) FOR A PERIOD OF 9 YEARS AND 11 MONTHS

SPECIAL CONDITIONS OF THE CONTRACT

1. **DURATION OF CONTRACT**

The contract is envisaged to subsist for a period from the date of confirmation of appointment of the Service Provider to the end date of the contract. The service provider will be appointed, and a service level agreement will be entered into with the successful bidder and signed by both parties. The contract will be reviewed regularly and may be cancelled at any stage based on the performance of the service provider.

2. **PAYMENTS**

All payments will be made to the Service Provider within thirty (30) days of receipt of an invoice. All invoices should be submitted by the 15th of each month.

3. **SERVICE LEVEL AGREEMENT**

   3.1 A service level agreement will be entered into with the successful bidder.

   3.2 Negotiations in respect of the service level agreement must be finalised within fourteen (14) calendar days of receipt of the letter of acceptance by the successful bidder."

   3.3 Service level agreement entered into with the successful bidder will capture the time frames or performance applying to this contract.

   3.4 Should no consensus be reached within fourteen (14) calendar days of finalizing the Service Level Agreement (SLA), the Municipality will be entitled to:

   i) cancel its acceptance of the bid, or
   ii) extend the negotiation period without prejudice to any of its other rights in terms of this contract or common law.

4. **PENALTIES**

In the event of non-compliance with the agreed time frames, Penalty Fees to the amount of R 5 000.00 (Five Thousand Rand) per day will be deducted in lieu of each day the successful bidder fails to render its service in respect of the project. Penalties will be applied for failure to comply with the conditions attached to this bid and Service Level Agreement. These penalties are more fully described in the Service Level Agreement.

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5. **FEES / PRICING**

    5.1. Bidders are required to expressly cover their proposed fee/price and disbursement structure based on the services they wish to be considered in line with the pricing schedule.

    5.2. The municipality reserves the right to negotiate any aspect of the proposed fees/pricing disbursements with the preferred bidder(s) and shall not be bound to the fees/pricing and disbursements submitted by any bidder(s).

    5.3. Pricing according to the pricing schedule is compulsory. No variations will be allowed for any of the components and prices are fixed.

6. **BID VALIDITY**

This bid shall not be withdrawn during a period of one hundred and twenty (120) days from the date on which it is to be lodged and it may be accepted at any time during that period.

7. **BID COMPLIANCE**

The Bid must comply with the following:

7.1   This bid or part thereof may not be ceded.

8. **MEETINGS**

Progress meetings will be held as and when required with the successful bidders.

9. **PROJECT IMPLEMENTATION PLAN**

It is compulsory to submit a project implementation plan of confirmed activities to be undertaken within fourteen (14) days after the award of the bid, and bi-weekly progress report.

10. **REPORTING**

The service provider is required to report to the client on a monthly basis on the progress made on the project.

11. **MANDATORY OBJECTION PERIOD**

All administrative actions and decisions taken by BRGRIVIER MUNICIPALITY through its officials may become subject to an appeals process. As such, in terms of Section 62 of the Municipal Systems Act (Act No. 32 of 2000), a period of fourteen (14) days will be set aside to allow for the submission of appeals against the process of making the award to a particular bidder by any interested party. Except in scenarios where the decision of a duly appeal panel sets aside the appointment will then be confirmed by the Bergrivier Local Municipality in writing.

12. **SUPREMACY OF SPECIAL CONDITIONS**

The provisions of this section will take precedence over any other condition, term or stipulation in this document.

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In the event of any contradiction with any other section in the contract (including Service Level Agreement) the provisions of this section will take precedence.

13. **SKILLS TRANSFER**

The service provider will be expected to transfer skills to the internal staff of the Bergrivier Local Municipality and provide a plan outlining how this will be achieved which will form part of the pre-qualification.

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BERGRIVIER LOCAL MUNICIPALITY

BUDGET AND TREASURY

BID DOCUMENT

BID NO: T 8/3/1-2022 MN5-2022

APPOINTMENT OF A SERVICE PROVIDER FOR THE LICENSING, UPGRADE AND SUPPORT OF AN INTEGRATED MUNICIPAL FINANCIAL MANAGEMENT SYSTEM (EPR) AND MUNICIPAL STANDARD CHART OF ACCOUNTS (MSCOA) FOR A PERIOD OF 9 YEARS AND 11 MONTHS

7.   FORM OF BID

Initial…………………

BERGRIVIER LOCAL MUNICIPALITY

BUDGET AND TREASURY OFFICE

BID NO: T 8/3/1-2022 MN5-2022: APPOINTMENT OF A SERVICE PROVIDER FOR THE LICENSING, UPGRADE AND SUPPORT OF AN INTEGRATED MUNICIPAL FINANCIAL MANAGEMENT SYSTEM (EPR) AND MUNICIPAL STANDARD CHART OF ACCOUNTS (MSCOA) FOR A PERIOD OF 9 YEARS AND 11 MONTHS

FORM OF BID

DEPARTMENT: _____

FORM OF BID: _____

To: **Municipal Manager**
13 Kerk Street
Piketberg
7320

1. I/we hereby bid to supply and deliver the goods as and when ordered by the Head of Department at prices quoted and/or to render all of any of the services described in the attached documents to the Bergrivier Local Municipality on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of, and incorporated into, this bid) at prices and on the terms regarding time for delivery and/or execution inserted therein.

2. I/we agree that:

    2.1   The offer herein shall remain binding upon me/us and open for acceptance by the Supplier during the validity period of 120 days indicated and calculated from the closing time of bid;

    2.2   This bid and its acceptance shall be subject to the terms and conditions contained in the Preference Points Claim Form;

    2.3   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 fulfill the contract when called upon to do so, the Council 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 Council and I/we will then pay to the Council any additional expense incurred by the Council 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 favorable bid. The Council shall also have the right to recover such additional expenditure by set-off against monies which may be

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due to become due to me/us under this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Council may sustain by reasons of my/our default;

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2.4	If my/our bid is accepted, the acceptance may be communicated to me/us by letter or order by ordinary post or registered post and that the SA Post Office Ltd shall be regarded as my/our agent, and delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;

2.5	I/we understand that the Council is not bound to accept the lowest or any bid and also reserves the right to divide the contract between one or more bids;

2.6	This bid, together with Council's written acceptance thereof, shall constitute a binding contract between us that this contract or part thereof shall not be ceded;

2.7	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 Dom cilium citandi et executandi in the Republic at (full address of this place):

_____

_____

2.8	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.

2.8.1	I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me/us under the agreement as the Principal(s) liable for the due fulfillment of this contract.

2.8.2	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 of judgment which may be pronounced against me/us as a result of such action.

2.8.3	Are you duly authorized to sign the bid?

YES	NO

2.8.4	Has the Declaration of Interest been duly completed and included with the other bid forms?
*Delete whichever is not applicable

YES	NO

SIGNATURE:	_____

DATE:	_____

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CAPACITY AND PARTICULARS OF THE AUTHORITY UNDER WHICH THIS BID IS SIGNED:

NAME OF BIDDER: _____

POSTAL ADDRESS: _____

_____

TELEPHONE NUMBERS: _____

FACSIMILE NUMBERS: _____

BID NUMBER: _____

NAME OF CONTACT PERSON: _____

Refer to the under-mentioned important Conditions:

IMPORTANT CONDITIONS

1. Failure on the part of the bidder to sign this bid form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaire and specifications in all respects, may invalidate the bid.

2. Bids should be submitted on the official forms and should not be qualified by the bidder's own conditions of bid. Failure to comply with these requirements or to renounce specifically the bidder's own conditions of bid, when called upon to do so, may invalidate the bid.

3. If any of the conditions of this bid form are in conflict with any special conditions, stipulations or provisions incorporated in the bid, such special conditions, stipulations or provisions shall apply.

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BERGRIVIER LOCAL MUNICIPALITY

BUDGET AND TREASURY

BID DOCUMENT

BID NO: T 8/3/1-2022 MN5-2022

APPOINTMENT OF A SERVICE PROVIDER FOR THE LICENSING, UPGRADE AND SUPPORT OF AN INTEGRATED MUNICIPAL FINANCIAL MANAGEMENT SYSTEM (EPR) AND MUNICIPAL STANDARD CHART OF ACCOUNTS (MSCOA) FOR A PERIOD OF 9 YEARS AND 11 MONTHS

8.   MBD FORMS

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TAX CLEARANCE CERTIFICATE REQUIREMENTS AND APPLICATION FORM

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Services (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement, bidders are required to complete in full the TCC 0001 form,
2. "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally or on the website www.sars.gov.za. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
3. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filers through the website www.sars.gov.za
4. 3. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
5. In bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate Tax Clearance Certificate.
6. Tax Compliance Status (TCS) Pin as of 18 April 2016
    -   a. In terms of the new Tax Compliance Status System implemented by SARS on 18 April 2016, taxpayers are now able to issue the municipality with a TCS Pin which can be used to verify a bidder's tax status online via SARS E-filing.
    -   The taxpayer must issue the municipality with the following:
7. Bidders who are not in possession of an original Tax Clearance Certificate must provide at least 2 of the 3 numbers listed below in order to verify the Tax Clearance Certificate via SARS e-filing.
    1. Tax Reference Number
    2. Tax Compliance Status Pin
    3. Tax Clearance Certificate Number:

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DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

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

3.1.	**Full Name of bidder or his or her representative**	
3.2.	**Identity Number**	
3.3.	**Position occupied in the Company (director, shareholder [2] etc.)**	
3.4.	**Company Registration Number**	
3.5.	**Tax Reference Number**	
3.6.	**VAT Registration Number**	

3.7.	**Are you presently in the service of the state?**	**YES**		**NO**	
3.7.1.	If so, furnish particulars:				
3.8.	**Have you been in the service of the state for the past twelve months?**	**YES**		**NO**	
3.8.1.	If so, furnish particulars:				

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[1] *MSCM Regulations: "in the service of the state" means to be –*

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

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3.9.	**Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?**	**YES**		**NO**	
3.9	If so, furnish particulars:				
3.10.	**Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?**	**YES**		**NO**	
3.10.1.	If so, furnish particulars:				
3.11.	**Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?**	**YES**		**NO**	
3.11.1.	If so, furnish particulars:				
3.12.	**Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?**	**YES**		**NO**	
3.12.1.	If so, furnish particulars:				
	Name of the spouse/child/parent : ………………………………… ID number of the spouse/child/parent:……………………….. Relationship to the official :……………………………….. Designation of the spouse/child/parent: ……………………. Employer of the spouse/child/parent : …………………………...				
3.13.	**Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?**	**YES**		**NO**	
3.13.1.	If so, furnish particulars:				

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3.14.	Please provide the following information on ALL directors/shareholders/trustees/members below:			
Full Name and Surname		**Identity Number**	**Personal Income Tax Number**	**Provide State[3] Employee Number**

NB:
a) **PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)**
b) **PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.**

4. DECLARATION

I, the undersigned (name) _____, certify that the information furnished in paragraph 3 above is correct.

I accept that the state may act against me should this declaration prove to be false.

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

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

  a member of –
    i.   any municipal council;
    ii.   any provincial legislature; or

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[3] *MSCM Regulations: "in the service of the state" means to be –*

  a member of –
    i.   any municipal council;
    ii.   any provincial legislature; or
    iii. the National Assembly or the National Council of Provinces;
  a member of the board of directors of any municipal entity;
  an official of any municipality or municipal entity;
  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);
  an executive member of the accounting authority of any national or provincial public entity; or
  an employee of Parliament or a provincial legislature.

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iii.   the National Assembly or the National Council of Provinces;
a member of the board of directors of any municipal entity;
an official of any municipality or municipal entity;
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);
an executive member of the accounting authority of any national or provincial public entity; or
an employee of Parliament or a provincial legislature

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DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

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

1	Are you by law required to prepare annual financial statements for auditing?	**YES / NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

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2	Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?	**YES / NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

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Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?   **YES / NO**

3.1   If yes, furnish particulars

……………………………………………………………

……………………………………………………………
                                                                                                              YES / NO

4.   Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

4.1   If yes, furnish particulars

………………………………………………..

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CERTIFICATION

I, THE UNDERSIGNED (NAME) …………………………………………………………

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

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

FALSE.

………………………………..   …………………………………………..
      Signature   Date

……………………………   …………………………………………..
      Position   Name of Bidder

Initial…………………

MBD 6.1

PREFERENCE POINTS CLAIM FORM

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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 REGULATIONS, 2011.

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   The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** system shall be applicable.

    1.2.1   Preference points for this bid shall be awarded for:

    o Price; and
    o B-BBEE Status Level of Contribution.

    1.3   The maximum points for this bid are allocated as follows:

		POINTS
1.3.1	**PRICE**	80
1.3.2	**B-BBEE STATUS LEVEL OF CONTRIBUTION**	20
Total points for Price and B-BBEE must not exceed		**100**

    1.4   Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

    1.5.   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.

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2. **DEFINITIONS**

2.1 **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.3 **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.4 **"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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

2.7 **"consortium or joint venture"** 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;

2.8 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

2.9 **"EME"** means any enterprise with an annual total revenue of R5 million or less**.**

2.10 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

2.12 **"non-firm prices"** means all prices other than "firm" prices;

2.13 **"person"** includes a juristic person;

2.14 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

2.15 **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

Initial…………………

2.16 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;

2.17 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

2.18 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. **ADJUDICATION USING A POINT SYSTEM**

   3.1   The bidder obtaining the highest number of total points will be awarded the contract.

   3.2   Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

   3.3   Points scored must be rounded off to the nearest 2 decimal places.

   3.4   In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

   3.5   However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

   3.6   Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

4. **POINTS AWARDED FOR PRICE**

   4.1   The 80/20 or 90/10 preference point system

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

   80/20   **or**   **90/10**

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

   Where

   Ps   =   Points scored for comparative price of bid under consideration

   Pt   =   Comparative price of bid under consideration

   Pmin   =   Comparative price of lowest acceptable bid

4.2   **FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT**

4.3   **POINTS AWARDED FOR PRICE**

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

Initial…………………

80/20　　**or**　　　　　　　　　　　　　　　　**90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)$$　　　or　　$Ps =$
$$90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where:

Ps　=　Points scored for price of bid under consideration
Pt　=　Price of bid under consideration
Pmax=　Price of highest acceptable bid

4.4 POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

5.1　In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, 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 (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5.2　Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.3　Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

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

Initial…………………

5.5   A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6   Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7   A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub- contractor is an EME that has the capability and ability to execute the sub-contract.

5.8   A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

Initial…………………

4.5 **B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1**

6.1 B-BBEE Status Level of Contribution: =   …………… (Maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

4.6 **SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

7.1.1 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? YES / NO (delete which is not applicable)

4.7 **DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm   …………………………………………………………….

8.2 VAT registration number   …………………………………………………………….

8.3 Company registration number ……………………………………………………..…

8.4 Type of company/ firm

☐ Partnership/Joint Venture / Consortium
☐ One-person business/sole propriety
☐ Close corporation
☐ Company
☐ (Pty) Limited   [TICK APPLICABLE BOX]

8.5 Describe principal business activities

………………………………………………………………………………………

………………………………………………………………………………………

………………………………………………………………………………………

8.6 Company classification

☐ Manufacturer
☐ Supplier
☐ Professional service provider

Initial…………………

☐ Other service providers, e.g. transporter, etc. [TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business? …………………..…

8.8 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 contribution indicated in paragraph 7 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 paragraph 7, 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 contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have:

(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 favorable arrangements due to such cancellation;

8.9 Restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and forward the matter for criminal prosecution

WITNESSES:

1. ……………………………………

2. ……………………………………

SIGNATURE(S) OF BIDDER(S)
……………………………………
DATE:…………………………..
ADDRESS:………………………..
………………………….………

Initial…………………

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) …………………………………. in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number…………………. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
   Bidding documents, *viz*
   Invitation to bid;
   Tax clearance certificate;
   Pricing schedule(s);
   Filled in task directive/proposal;
   Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
   Declaration of interest;
   Declaration of Bidder's past SCM practices;
   Certificate of Independent Bid Determination;
   Special Conditions of Contract;
   General Conditions of Contract; and
   Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due 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.

		WITNESSES
NAME (PRINT)	…………………………….	
CAPACITY	…………………………….	…………………………………
SIGNATURE	…………………………….	…………………………………
NAME OF FIRM	…………………………….	
	DATE …………………………….	

Initial…………………

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

I **Hanlie Linde** in my capacity as **Municipal Manager** accept your bid under reference number **T 8/3/1-2022** dated………………..………for the rendering of services indicated hereunder and/or further specified in the annexure(s).

An official order indicating service delivery instructions is forthcoming.

I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICA-BLE TAXES INCLUDED)	COMPLE-TION DATE	B-BBEE STATUS LEVEL OF CONTRIBU-TION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
APPOINTMENT OF A SERVICE PROVIDER FOR THE LICENSING, UPGRADE AND SUPPORT OF AN INTEGRATED MUNICIPAL FINANCIAL MANAGEMENT SYSTEM (EPR) AND MUNICIPAL STANDARD CHART OF ACCOUNTS (MSCOA) FOR A PERIOD OF 9 YEARS AND 11 MONTHS				

I confirm that I am duly authorised to sign this contract.

SIGNED AT ……………………………………… ON ………………………………..

NAME (PRINT)   ……………………………………….

SIGNATURE   ……………………………………….

OFFICIAL STAMP

WITNESSES

…………………………………

…………………………………

MBD 8

Initial…………………

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

This Municipal Bidding Document must form part of all bids invited.

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.

The bid of any bidder may be rejected if that bidder, or any of its directors have:

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

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

1.	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website(**www.treasury.gov.za**) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
1.1.	If so, furnish particulars:		
2.	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (**www.treasury.gov.za**) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
2.1	If so, furnish particulars:		
3.	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
3.1	If so, furnish particulars:		

Initial…………………

4.	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.1	If so, furnish particulars:		
5.	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
5.1	If so, furnish particulars:		

CERTIFICATION

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

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

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

…………………………………...
SIGNATURE

…………………………….
DATE

……………………………………
POSITION

…………………………….
NAME OF BIDDER

Initial………………

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1.   This Municipal Bidding Document (MBD) must form part of all bids[1] 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:

    3.1 Take all reasonable steps to prevent such abuse;

    3.2 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

    3.3 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.

Initial…………………

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.

6.   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.

7.   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.

8.   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; geographical area where product or service will be rendered (market allocation)
   b)   methods, factors or formulas used to calculate prices;

Initial…………………

c) the intention or decision to submit or not to submit, a bid;
d) the submission of a bid which does not meet the specifications and conditions of the bid; or
e) bidding with the intention not to win the bid.

9. 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.

10. 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.

11. 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

Initial…………………

BERGRIVIER LOCAL MUNICIPALITY

BUDGET AND TREASURY

BID DOCUMENT

BID NO: T8/3/1-2022 MN5-2022

APPOINTMENT OF A SERVICE PROVIDER FOR THE LICENSING, UPGRADE AND SUPPORT OF AN INTEGRATED MUNICIPAL FINANCIAL MANAGEMENT SYSTEM (EPR) AND MUNICIPAL STANDARD CHART OF ACCOUNTS (MSCOA) FOR A PERIOD OF 9 YEARS AND 11 MONTHS

9. PARTICULARS OF BIDDER

Initial…………………

PARTICULARS OF BIDDER

> THE FOLLOWING PARTICULARS MUST BE FURNISHED
> (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

Name of Bidder: _____

Postal Address: _____

_____

Street Address: _____

_____

Telephone Number: Code: _____ Number: _____

Cellphone Number: _____

Facsimile Number: Code: _____ Number: _____

Contact Person: _____

Company / Enterprise Income Tax Reference Number: _____

Has a valid Tax Clearance Certificate been attached (MBD2)? **NO / YES**

Vat Registration Number: _____ Pin No _____

Company Registration No.: _____

Is the Firm registered or does it have a Business License(s) (Tick one box):

| YES | NO |

If YES, give details and quote relevant reference numbers and dates:

_____

_____

_____

Are you the accredited representative in South Africa for the goods / services offered by you?

| YES | NO |

(If YES enclose proof)

AN ORIGINAL VALID TAX CLEARANCE CERTIFICATE MUST BE ATTACHED TO YOUR BID.

Initial…………………

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm, affirms that the information furnished is true and correct.

Signature: _____

Date: _____

Duly authorised to sign on behalf of:_____

Address: _____

_____

Telephone Number: _____

Banking Details:

Name of Bank: _____

Account Number: _____

Branch Code: _____

Initial…………………

BERGRIVIER LOCAL MUNICIPALITY

BUDGET AND TREASURY

BID DOCUMENT

BID NO: T 8/3/1-2022 MN5-2022

APPOINTMENT OF A SERVICE PROVIDER FOR THE LICENSING, UPGRADE AND SUPPORT OF AN INTEGRATED MUNICIPAL FINANCIAL MANAGEMENT SYSTEM (EPR) AND MUNICIPAL STANDARD CHART OF ACCOUNTS (MSCOA) FOR A PERIOD OF 9 YEARS AND 11 MONTHS

10. PRE-QUALIFICATION

Initial…………………

BERGRIVIER LOCAL MUNICIPALITY

BID NO: T 8/3/1-2022 MN5-2022: APPOINTMENT OF A SERVICE PROVIDER FOR THE LICENSING, UPGRADE AND SUPPORT OF AN INTEGRATED MUNICIPAL FINANCIAL MANAGEMENT SYSTEM (EPR) AND MUNICIPAL STANDARD CHART OF ACCOUNTS (MSCOA) FOR A PERIOD OF 9 YEARS AND 11 MONTHS

PRE-QUALIFICATION

1. Bidders will first be evaluated on the following points scoring criteria and be subjected to a further evaluation thereafter, bidders will be further evaluated on the targeted procurement/preferential points.

2. Bidders who do not score a maximum of **80%** or more upon the pre-qualification, will not be eligible for further evaluation.

3. Bidders are expected to submit documentary proof and page reference number in support of the description items on the System specification as part of the bid.

4. Failure to complete the Pre-Qualification score card will automatically disqualify the bid.

5. In addition to item 2 all National Treasury mSCOA data strings must be generated directly from the system. Failure will result in immediate disqualification from evaluation. The Bergrivier Municipality will verify this at three clients listed as reference by prospective bidders.

Pre-qualification Score Card

No	Key aspect of criterion	Points allocated	Bidder score	Office use only	Ref no. where supporting documents are attached.
1.	**Company 2019/20 and 2020/21 Client Clean Audits on mSCOA systems per annum** 1 to 5 Unqualified Audit Outcomes per annum = 5 points More than 5 Unqualified Outcomes per annum = 10 points 1-5 Clean Audits = 20 points More than 5 Clean Audits per annum = 30 points (List years of clean audits)	**30**			Please supply proof in the form of confirmation letters from Municipalities Municipal Managers accompanied by the Auditor General reports
2.	**Appointment on NT RT25 panel of mSCOA service providers**	**20**			Will be verified by mSCOA Circular 6 or written confirmation from National Treasury
3.	**Experience in the successful implementation and maintenance of MSCOA** 1-5 projects = 10 points 6-10 projects = 20 points More than 10 projects = 30 points	**30**			Provide the proof in the form of confirmation letters from municipalities
4.	**Location of the Head/Branch office** Within South Africa = 5 Within WC = 10 Within West Coast District = 20	**20**			Provide the proof of office site Utility bill/rental contract.
	Total Points	**100**			

Initial…………………

BERGRIVIER LOCAL MUNICIPALITY

BUDGET AND TREASURY

BID DOCUMENT

BID NO: T 8/3/1-2022 MN5-2022

APPOINTMENT OF A SERVICE PROVIDER FOR THE LICENSING, UPGRADE AND SUPPORT OF AN INTEGRATED MUNICIPAL FINANCIAL MANAGEMENT SYSTEM (EPR) AND MUNICIPAL STANDARD CHART OF ACCOUNTS (MSCOA) FOR A PERIOD OF 9 YEARS AND 11 MONTHS

11. CLARIFICATION MEETING

Initial…………………

CERTIFICATE OF ATTENDING THE COMPULSORY CLARIFICATION MEETING

This is to certify that (Name of Company):

_____

Of (address):

_____

_____

Was represented by the person(s) named below at the compulsory clarification meeting held for all tenderers at

Bergrivier Local Municipality, 13 Kerk Street, PIKETBERG 7320

On Friday, 04 March 2022 starting at 11:00am.

We acknowledge that the purpose of the meeting was to acquaint ourselves with the site of works and/or matters incidental to doing the work specified in the tender document in order for us to take account of everything necessary when compiling our rates and prices in connection with the tender.

Particulars of person(s) attending the meeting:

Name: _____   Signature: _____

Capacity: _____   Date and Time: _____

Attendance of the above person(s) at the meeting is confirmed by the Municipal Employee, namely:

Name: _____   Signature: _____

Capacity: _____   Date and Time: _____

Contact numbers:……………………………..

Initial…………………

BERGRIVIER LOCAL MUNICIPALITY

BUDGET AND TREASURY

BID DOCUMENT

BID NO: T 8/3/1-2022 MN5-2022

APPOINTMENT OF A SERVICE PROVIDER FOR THE LICENSING, UPGRADE AND SUPPORT OF AN INTEGRATED MUNICIPAL FINANCIAL MANAGEMENT SYSTEM (EPR) AND MUNICIPAL STANDARD CHART OF ACCOUNTS (MSCOA) FOR A PERIOD OF 9 YEARS AND 11 MONTHS

12. PRICING SUMMARY

Bidders are reminded that the Implementation costs must cover the following aspects as per National Treasury requirements.

Nr	Description
1	Assessment of current status
2	Organisational change management
3	Assessment of requirements
4	Customisation and setup of parameters which consists of the following:
5	(a) Operating system and servers setup
6	(b) Database configuration and setup
7	(c) Security roles & definitions
8	(d) Software solution
9	User Acceptance Testing (UAT)
10	Implementation Training

Initial…………………

PRICING SUMMARY

NO.	FUNCTIONALITY REQUIRED	3.1 TRAINING AND ONSITE SUPPORT COSTS	3.2 ANNUAL FEES	3.3 IMPLEMENTATION COSTS	TOTAL
1.	Generic Specifications				
2.	IDP & Budget				
3.	Performance Management				
4.	Reporting Mechanisms				
5.	Risk Management				
6.	Integrated Electronic Records Management				
7.	Accounts Payable				
8.	General Ledger				
9.	Insurance Management				
10.	Investment Management				
	Sub-Total carried forward to page 139				

Initial…………………

		3.1 TRAINING AND ONSITE SUPPORT	3.2 ANNUAL FEES	3.3 IMPLEMENTATION COSTS	TOTAL
	Sub-Total brought forward from page 138				
11.	Costing				
12.	Loan Management				
13.	Project Management				
14.	Cash Management				
15.	Stores and Inventory Management				
16.	Supply Chain Management				
17.	Grant Management				
18.	Asset Management Including Full Workflow, GIS Integration				
19.	Real Estate and Resources Management				
20.	Payroll & Human Resources Management				
21.	Customer Care Credit control and Debt collection				
	Sub-Total carried forward to page 139				

Initial…………………

		3.1 TRAINING AND ONSITE SUPPORT	3.2 ANNUAL FEES	3.3 IMPLEMENTATION COSTS	TOTAL
	Sub-Total brought forward from page 139				
22.	Valuation Roll Management Including Full Workflow, GIS Integration				
23.	Land Use Including Full Workflow, GIS Integration.				
24.	Billing				
25.	Meter Management Including Full Workflow, GIS Integration and Document Management				
26.	Point of Sale/ Revenue Receipting				
27.	Burial Management				
28	Resort Management				
	TOTAL Carry over to front page, and page 139.				
29	Hardware requirements				

Initial…………………

BERGRIVIER LOCAL MUNICIPALITY

BUDGET AND TREASURY

BID DOCUMENT

BID NO: T 8/3/1-2022 MN5-2022

APPOINTMENT OF A SERVICE PROVIDER FOR THE LICENSING, UPGRADE AND SUPPORT OF AN INTEGRATED MUNICIPAL FINANCIAL MANAGEMENT SYSTEM (EPR) AND MUNICIPAL STANDARD CHART OF ACCOUNTS (MSCOA) FOR A PERIOD OF 9 YEARS AND 11 MONTHS

The pricing for the next 9 years 11 months will be based on the CPI index plus your % increase.

9 YEAR PRICING

YEAR	AMOUNT	CPI plus %
1ST YEAR TENDER PRICE	R	0
2ND YEAR	N/A	
3RD YEAR	N/A	
4TH YEAR	N/A	
5TH YEAR	N/A	
6TH YEAR	N/A	
7TH YEAR	N/A	
8TH YEAR	N/A	
9TH YEAR	N/A	
LAST 11 MONTHS	N/A	

Initial…………………

BERGRIVIER LOCAL MUNICIPALITY

BUDGET AND TREASURY

BID DOCUMENT

BID NO: T 8/3/1-2022 MN5-2022

APPOINTMENT OF A SERVICE PROVIDER FOR THE LICENSING, UPGRADE AND SUPPORT OF AN INTEGRATED MUNICIPAL FINANCIAL MANAGEMENT SYSTEM (EPR) AND MUNICIPAL STANDARD CHART OF ACCOUNTS (MSCOA) FOR A PERIOD OF 9 YEARS AND 11 MONTHS

13. CHECKLIST

Initial…………………

CHECKLIST

NO.	DESCRIPTION	TICKED BY BIDDER	TICKED BY MUNICIPAL REPRESENTATIVE
1.	Initial/ Sign of all pages		
2.	Compulsory Clarification Meeting @11:00 am on Friday, 04 March 2022		
3.	Closing / Bid Submission at 12:00 on Friday, 25 March 2022		
4.	Returnable documents completed		
5.	Form of bid completed		
6.	Valid Tax Status pin attached		
7.	Original valid B-BBEE Status Level Verification Certificates or certified copies		
8.	Preferential Points Claimed MBD 6.1		
9.	Pre-Qualifications completed		
10.	System Specifications		
11.	Contract Form – Purchase of Goods/Works – MBD 7.1		
12.	Municipal Rates attached		
13.	Particulars of Bidders Completed		
14.	Bid Declaration of interest Completed		
15.	Contract Form MBD Form 7.2 completed		
16.	Declaration of Bidders Past SCM Practice MBD Form 8 completed		
17.	Certificate of Independent Bid Determination MBD Form 9 completed		

Initial…………………