

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (LANGEBERG MUNICIPALITY)					
BID NUMBER:	TENDER 74/2022	CLOSING DATE:	09 DECEMBER 2022	CLOSING TIME:	12H00
DESCRIPTION	“PROCUREMENT OF ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM FOR A PERIOD OF 10 YEARS”,				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BOX SITUATED AT

LANGEBERG MUNICIPAL OFFICES			
28 MAIN ROAD			
ASHTON			
6715			
SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FAX NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX INCOME NUMBER			
TAX COMPLIANCE STATUS	TCS PIN:	AND	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM	CONTACT PERSON	MR. UYANDA NAKAS
CONTACT PERSON	Sabelo NGCONGOLO	TELEPHONE NUMBER	023 615 8000
TELEPHONE NUMBER	023 615 8000	FAX NUMBER	
FAX NUMBER	023 615 1563	E-MAIL ADDRESS	unakasa@langeberg.gov.za
E-MAIL ADDRESS	sngcongolo@langeberg.gov.za		

PART B - TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



TENDER 74/2022
ENTERPRISE RESOURCE PLANNING (ERP)/ FINANCIAL MANAGEMENT SYSTEM (FMS)

Tenders are hereby requested for the **ENTERPRISE RESOURCE PLANNING (ERP)/ FINANCIAL MANAGEMENT SYSTEM (FMS)**, sealed Tenders clearly marked **TENDER 74/2022 “ENTERPRISE RESOURCE PLANNING (ERP) / FINANCIAL MANAGEMENT SYSTEM (FMS)”** should be placed in the tender box, at the Municipal Offices, 28 Main Road, Ashton not later than 12:00 on **09 DECEMBER 2022** where it will be open in public.

The official Tender document must be fully completed in black ink and must not be dismantled.

Supporting documents must be submitted separately and must be stapled or bound.

The lowest, or any tender, will not necessarily be accepted and council reserves the right to accept any tender. Late, faxed or e-mailed tenders will not be considered. Tenders will be evaluated according to the Council's Supply chain Management Policy and the **90/10-point system** will apply. The Supply Chain Management Policy can be viewed during normal office hours at the Municipal Offices.

1. This is a **Two Envelope Tender** where **Functionality** and **Price** will be evaluated separately.
2. You are therefore required to submit your **Functionality Tender documentation (ENVELOPE 1)** and **price tender documentation (ENVELOPE 2)** in **Two Separate Envelopes**.
3. Functionality evaluation will comprise of two parts.
4. Part 1 of the Functionality Evaluation will be based on the submission of a ring-bind file that will be evaluated first and only bidders that obtain at least 70% for PART 1 of the Functionality Evaluation will proceed to PART 2.
5. Part 2 of the Functionality Evaluation will be a live in-person or online demonstration of the bidders system based on the requirements set out in the Excel: ERP / FMS capability checklist as provided in Section 7 of the functionality evaluation of this tender.
6. The bidders that have passed Part 1 of the functionality evaluation with at least 70% and which Langeberg Municipality assesses to be able to provide at least 13 of the 15 business processes for Part 2 of the Functionality Assessment as per the Excel: ERP / FMS capability checklist, will proceed to be assessed based on Pricing (ENVELOPE 2)

7. There will be a Compulsory Briefing session held on **17 November 2022**, promptly from 10:00 – 13:00 through Microsoft Teams, the link for the meeting will be provided to all interested suppliers
8. On the day of the compulsory briefing session only the tender specifications and pricing schedule will be discussed. It is advise that the tender document be collected prior to the briefing session.
9. All prospective bidders must place tenders sealed in envelopes and clearly endorsed (the two envelopes together in one envelope with **"TENDER: 74 /2022 : enterprise resources planning (ERP)/ Financial management System (FMS)** in the tender box at Langeberg Municipality building, 28 Main Road, Ashton, 6715 before 12:00 noon on the **9 December 2022**
- 10. Failure to comply with this requirement will result in an invalid bid.**
11. All clarifications must be requested in writing from Mr. U Nakasa (see email address below).
12. Prospective bidders will have the opportunity to raise objections or complaints in terms of clause 46 of the Supply Chain Management Policy of the municipality.

Tender documents are available from **04 November 2022**, on the Langeberg Municipal website:
www.langeberg.gov.za

Please refer written enquiries to **Mr. U. NAKASA** (unakasa@langeberg.gov.za).

A EVERSON
ACTING MUNICIPAL MANAGER
Private Bag X2
Ashton,
6715

LANGEBERG
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1. GENERAL CONDITIONS OF CONTRACT

1.1. Definitions:

The following terms shall be interpreted as indicated

- 1.1.1. **“Closing time”** means the date and hour specified in the bidding advertisement for the receipt of bids.
- 1.1.2. **“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.
- 1.1.3. **“Contract price”** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.1.4. **“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.
- 1.1.5. **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.1.6. **“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.
- 1.1.7. **“Day”** means calendar day.
- 1.1.8. **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.1.9. **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.1.10. **“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.
- 1.1.11. **“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.
- 1.1.12. **” 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.
- 1.1.13. **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.1.14. **“GCC”** means the General Conditions of Contract.

- 1.1.15. **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.1.16. **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.1.17. **“Local content”** means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.1.18. **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.1.19. **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.1.20. **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.1.21. **“Purchaser”** means the organization purchasing the goods.
- 1.1.22. **“Republic”** means the Republic of South Africa.
- 1.1.23. **“SCC”** means the Special Conditions of Contract.
- 1.1.24. **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.1.25. **“Supplier”** means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.1.26. **“Tort”** means in breach of contract.
- 1.1.27. **“Turnkey”** means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.1.28. **“Written” or “in writing”** means hand-written in ink or any form of electronic or mechanical writing.

1.2. Application

- 1.2.1. 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.
- 1.2.2. Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.

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

1.3. General

- 1.3.1. 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
- 1.3.2. Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

1.4. Standards

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

1.5. Use of contract documents and information inspection

- 1.5.1. 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.
- 1.5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 1.5.1 except for purposes of performing the contract.
- 1.5.3. Any document, other than the contract itself mentioned in GCC clause 1.5.1 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.
- 1.5.4. 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.

1.6. Patent Rights

- 1.6.1. 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.
- 1.6.2. 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.

1.7. Performance security

- 1.7.1. 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.
- 1.7.2. 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.

- 1.7.3. 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:
- 1.7.4. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser, or a cashier's or certified cheque
- 1.7.5. 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.

1.8. Inspections, tests and analyses

- 1.8.1. All pre-bidding testing will be for the account of the bidder.
- 1.8.2. 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.
- 1.8.3. 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.
- 1.8.4. If the inspections, tests and analyses referred to in clauses 1.8.2 and 1.8.3 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.
- 1.8.5. Where the goods or services referred to in clauses 1.8.2 and 1.8.3 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.
- 1.8.6. Goods and services which are referred to in clauses 1.8.2 and 1.8.3 and which do not comply with the contract requirements may be rejected.
- 1.8.7. 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.
- 1.8.8. The provisions of clauses 1.8.4 to 1.8.7 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 1.22 of GCC.

1.9. Packing

- 1.9.1. 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.

- 1.9.2. 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.

1.10. Delivery and documents

- 1.10.1. 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.

1.11. Insurance

- 1.11.1. 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.

1.12. Transportation

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

1.13. Incidental Services

- 1.13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
- 1.13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods.
 - 1.13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods.
 - 1.13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods.
 - 1.13.1.4. 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
 - 1.13.1.5. 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.
- 1.13.2. 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.

1.14. Spare parts

- 1.14.1. 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:

- 1.14.2. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract, and in the event of termination of production of the spare parts:
- 1.14.3. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

1.15. Warranty

- 1.15.1. 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.
- 1.15.2. 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.
- 1.15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 1.15.4. 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.
- 1.15.5. 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.
- 1.15.6. All Machinery must comply with the Occupational Health and Safety (OHS) Act and its applicable regulations and standards.

1.16. Payment

- 1.16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 1.16.2. 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.
- 1.16.3. 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.
- 1.16.4. Payment will be made in Rand unless otherwise stipulated.

1.17. Prices

- 1.17.1. 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.

1.18. Variation orders

- 1.18.1. 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.

1.19. Assignment

- 1.19.1. 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.

1.20. Subcontracts

- 1.20.1. 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.

1.21. Delays in the supplier's performance

- 1.21.1. 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.
- 1.21.2. 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.
- 1.21.3. 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.
- 1.21.4. Except as provided under GCC Clause 1.25, 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 1.22.1, unless an extension of time is agreed upon pursuant to GCC Clause 1.22.2 without the application of penalties.
- 1.21.5. 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.

1.22. Penalties

- 1.22.1. Subject to GCC Clause 1.25, 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 1.23.

1.23. Termination for default

- 1.23.1. 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:
- 1.23.1.1. 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 1.21.2.
 - 1.23.1.2. if the supplier fails to perform any other obligation(s) under the contract; or if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 1.23.2. 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.
- 1.23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 1.23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 1.23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprises or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first – mentioned person, and with which enterprise or person the first – mentioned person, is or was in the opinion of the purchaser actively associate
- 1.23.6. . If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 1.23.6.1. the name and address of the supplier and / or person restricted by the purchaser.
 - 1.23.6.2. the date of commencement of the restriction
 - 1.23.6.3. the period of restriction; and

1.23.6.4. the reasons for the restriction.

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

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

1.24. Antidumping and countervailing duties and rights

1.24.1. 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.

1.25. Force Majeure

1.25.1. Notwithstanding the provisions of GCC Clauses 1.22 and 1.23, the supplier shall not be liable for forfeiture of its performance security. 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.

1.25.2. 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.

1.26. Termination for solvency

1.26.1. 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.

1.27. Settlement of Disputes

1.27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or 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.

- 1.27.2. 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.
- 1.27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 1.27.4. Notwithstanding any reference to mediation and/or court proceedings herein,
 - 1.27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - 1.27.4.2. 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.

1.28. Limitation of Liability

- 1.28.1. Except in cases of criminal negligence or willful misconduct, and in the case of Infringement pursuant to Clause 1.6.
 - 1.28.1.1. 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
 - 1.28.1.2. 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.

1.29. Governing language

- 1.29.1. 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.

1.30. Applicable law

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

1.31. Notices

- 1.31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 1.31.2. 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.

1.32. Taxes and duties

- 1.32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 1.32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 1.32.3. 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.
- 1.32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

1.33. Transfer of contracts

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

1.34. Amendment of contract

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

1.35. Prohibition of restrictive practices

- 1.35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 1.35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigating and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 of 1998.
- 1.35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

2. SPECIAL TENDER CONDITIONS

SPECIAL TENDER CONDITIONS

This tender is subject to the Supply Chain Management Policy of the Langeberg Municipality. The aim of the policy is to improve job opportunities and to stimulate prosperity in the municipal area. Broad Based Black Economic Empowerment (BBBEE) will receive preferential adjudication.

Tenderers must take note that a tender will be granted on the ground of their performance capacity as well as a preference formula.

For tenderers to qualify for the advantages of the policy, they must thoroughly complete the document. **If the schedules are not thoroughly completed the tender will not be considered.**

Tenderers must take note that in the case of a false statement or submission of false information the tender will be disqualified with immediate effect and a possibility of criminal prosecution.

The complete Supply Chain Management Policy is available for inspection at the Municipal Offices at Ashton and websites (www.langeberg.gov.za).

2.1 TENDER DOCUMENTS

Tender documents are obtainable and must be returned as described in the tender notice. The completed documents of the tender fully priced, extended and totalled, completed in all respects, signed and sealed in an envelope which is to be endorsed **“TENDER 74/2022: PROCUREMENT OF ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM FOR A PERIOD OF 10 YEARS”**,

2.1.1. " Must be placed in the tender box at the Municipal Offices, 28 Main Street, Ashton

2.1.2. Tenders submitted by fax, e-mail, telex or telegraphically will not be accepted. Postal Tenders will be accepted for consideration only if they are received in sufficient time to be lodged in the appropriate tender box by the closing time for such tenders. The Langeberg Municipality disclaims any responsibility for seeing that such tenders/ are lodged in the tender box.

2.1.3. Any tender delivered to an address other than the one stipulated in the tender notice will not be accepted. Tenders may not be handed in at other offices of the Langeberg Municipality.

2.1.4. Tenders will be opened in public, shortly after closing time of tenders. The name of the tenderer/bidder and the total tender/bid price will be announced to all tenderers/bidders present at the opening.

2.1.5. Tenders received after the closing date and time shall be declared invalid and will not be considered.

2.2 SOUTH AFRICAN CURRENCY

- 2.2.1 All payments from the Langeberg Municipality will be made in the currency of the Republic of South Africa (Rand). The tenderer/bidder shall specify clearly all matters and conditions regarding payments in the tender/bidder specifications.
- 2.2.2 Tenders shall indicate separately prices excluding value added tax and included value added tax (VAT) in the tender/bid rates and amounts.

2.3 INCOMPLETE TENDERS/BIDS

- 2.3.1 Tenders will be rejected in the event of incomplete offers and irregularities of any nature contained in the tender or in any of the completed tender schedules.

2.4 WITHDRAWAL OF TENDERS/BIDS

- 2.4.1 A tenderer/bidder may, without incurring any liability, withdraw his tender provided written advice to that effect reaches the Langeberg Municipality before the expiry of the time fixed in the tender/bid notice for receiving tenders/.

2.5 CHECKING OF TENDER DOCUMENTS

- 2.5.1 Before submitting a tender, the tenderer/bidder shall check the numbering of the pages in the tender/bid documents and if any pages part of the tender/bid document is found to be missing or if any part of the documents is illegible or indistinct, he shall immediately notify the Langeberg Municipality.
- 2.5.2 The Langeberg Municipality will not be liable in any way for any claims arising through neglect of the Tenderer/bidder to comply with these requirements.

2.6 EXPENSES DUE TO PREPARATION AND SUBMISSION OF TENDER DOCUMENTS

- 2.6.1 The Langeberg Municipality shall not be liable for any expenses or losses incurred by the Tenderer/bidder due to visiting the site or municipal area and the preparation and/or submission of the tender/bid documents.

2.7 PERIOD OF VALIDITY

- 2.7.1 Tenders, whether for a part of or for the whole of the project, shall remain valid for a period as specified by the tenderer/bidder, which period shall be that period between the date upon which tenders/bids close up to the date upon which notice is given that the tender/bid has been awarded, but at least a period of **120 days**.

2.8 ACCEPTANCE OR REJECTION OF TENDERS/BIDS

- 2.8.1 The Langeberg Municipality is not compelled to accept the lowest or any tender/bid and reserves the right to accept any tender/bid.

2.9 PREFERENTIAL PROCUREMENT

- 2.9.1 Tenders/bids will be considered in terms of the Preferential Procurement Policy of the Langeberg Municipality.

2.10 REGISTRATION AS SERVICE PROVIDER

- 2.10.1 Only those tenderer/bidders that are registered on the Central Supplier Database as service providers or are capable of being so prior to the evaluation of submissions, are eligible to submit tenders/bids. The Langeberg Municipality will only enter into a formal contract with a tenderer/bidder that is registered on this Database as service provider.

2.11 JOINT VENTURE AGREEMENTS (IF APPLICABLE)

- 2.11.1 Any Joint Venture Agreement must be submitted with the tender/bid document detailing the split of responsibilities in terms of the tender/bid specifications, i.e., percentage of work to be performed by each partner.
- 2.11.2 All parties to the Joint Venture Agreement must be registered and verified on the Western Cape Supplier Database. Only those that are registered and verified before the closing date of the tender/bid will qualify for preference points.
- 2.11.3 It must be noted that the order will be placed in the name of the BEE Partner as well as all financial administration that follows such an order/s. The Joint Venture Agreement must stipulate the BEE partner selected for this in the event of the Joint Venture been considered successful.

2.12 LOCAL BUSINESS/OFFICE:

- 2.12.1 A local office of a tenderer/bidder shall be deemed to be a physical address inside the demarcated boundaries of the Langeberg Municipality area.

2.13 TEST FOR RESPONSIVENESS

- 2.13.1 No Tender will be considered unless it meets the following responsiveness criteria:
- 2.13.2 The tender must be properly received in a sealed envelope clearly indicating the description of the service and the tender/bid number for which the tender/bid is submitted.
- 2.13.3 The tender must be deposited in the relevant tender box as indicated on the notice of the tender on or before the closing date and time of the bid
- 2.13.4 An Income Tax Number and a Tax verification pin (OTP) must be submitted with the tender/bid on or before the closing date and before the closing time.
- 2.13.5 A latest Municipal service account obtained from the local municipality must be submitted.
- 2.13.6 The official tender document must be fully completed in black ink, all pages must be submitted and should preferably be bound. Where information requested does apply to the bidder and the space is left blank, the tender document will be deemed as non-responsive.
- 2.13.7 If the entity submitting a bid is a Joint Venture or a Consortium or Partnership, each party to that formation must submit all the above information
- 2.13.8 The tenderer/bidder must be in good standing to do business with the public sector in terms of Regulation 38 of the Supply Chain Management Regulations (Government Gazette 27636 of 30 May 2005).
- 2.13.9 The tenderer/bidder must adhere to pricing Instructions

- 2.13.10 The tenderer/bidder must complete and sign all tender forms. Where indicated, forms must be signed and stamped by a Commissioner of Oaths.
- 2.13.11 All mandatory returnable forms and prescribed attachments must be completed and where applicable signed by a Commissioner of Oaths.
- 2.13.12 All tenders' conditions/specifications must be complied with.

2.14 PAYMENT OF INVOICES

- 2.14.1 All payments from the Langeberg Municipality will be made within 30 days of receipt of valid tax invoice for goods and services rendered to the satisfaction of the Municipality,



3. DECLARATION OF “IN THE SERVICE OF THE STATE”

If a spouse, child or parent of the owner, director, manager, shareholder or stakeholder of the entity is in the service of the state, or has been in the service of the state in the previous twelve months, the following information must be completed: (Please indicate if not applicable)

The name of the person in the employment of the state:

.....

The capacity in which that person is in service of the state:

.....

Is that person an owner, director, manager, shareholder or connected to the business: Yes or No? **(If yes please specify)**

.....

The relationship to the owner, director, manager, shareholder or stakeholder of the entity:

	Spouse	Child	Parent
Owner	☐	☐	☐
Director	☐	☐	☐
Manager	☐	☐	☐
Shareholder	☐	☐	☐

“in the service of the state” means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the National Assembly or the National Council of Provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

4. MUNICIPAL SERVICE ACCOUNT

4.1 An original latest municipal account must be attached to this page.

- 4.2 It should be noted that the tender cannot be considered/evaluated if any municipal rates and taxes or municipal services charges owed by the bidder or any of its directors to the municipality or municipal entity, or to any other municipality or entity, are in arrears for more than three months,
- 4.3 If the bidder or any of its directors are not responsible for the payment of municipal rates of service charges to the municipality or municipal entity, or to any other municipality or entity, a sworn affidavit to this effect must be attached to this page.



5. PRICING SCHEDULE – FIRM PRICES (MBD 3.1) (PURCHASES)

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

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

Name of bidder:

Bid number:

Closing Time 12:00

Closing date:

OFFER TO BE VALID FOR DAYS FROM THE CLOSING DATE OF BID.

6. DECLARATION OF INTEREST MBD 4

6.1 Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- 6.1.1. the bidder is employed by the state; and/or the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

- 6.2.1 Full Name of bidder or his or her representative:
- 6.2.2 Identity Number:
- 6.2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....
- 6.2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....
- 6.2.5 Tax Reference Number:
- 6.2.6 VAT Registration Number:

6.3 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 6.5 below.

¹“State” means –

- a) 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).
- b) any municipality or municipal entity.
- c) provincial legislature
- d) national Assembly or the national Council of provinces; or
- e) Parliament.

²“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

6.4 Are you or any person connected with the bidder presently employed by the state? YES / NO

6.4.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed:

Position occupied in the state institution:

Any other particulars:

.....
.....

6.4.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative

6.4.3 work outside employment in the public sector? YES / NO

6.4.4 If yes, did you attach proof of such authority to the bid document? YES / NO

6.4.5 (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

6.4.6 If no, furnish reasons for non-submission of such proof:

.....
.....
.....
LANGEBERG

6.4.7 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses
conduct business with the state in the previous twelve months? YES / NO

6.4.8 If so, furnish particulars:

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

6.4.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person
employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

6.4.10 If so, furnish particulars.

.....
.....

YES/NO

.....

.....

.....

YES/NO

.....

.....

.....

	Personal Reference
--	---------------------------

[illegible]

6.6 DECLARATION

I, THE UNDERSIGNED (NAME):
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 6.2 and 6.5 ABOVE IS CORRECT.

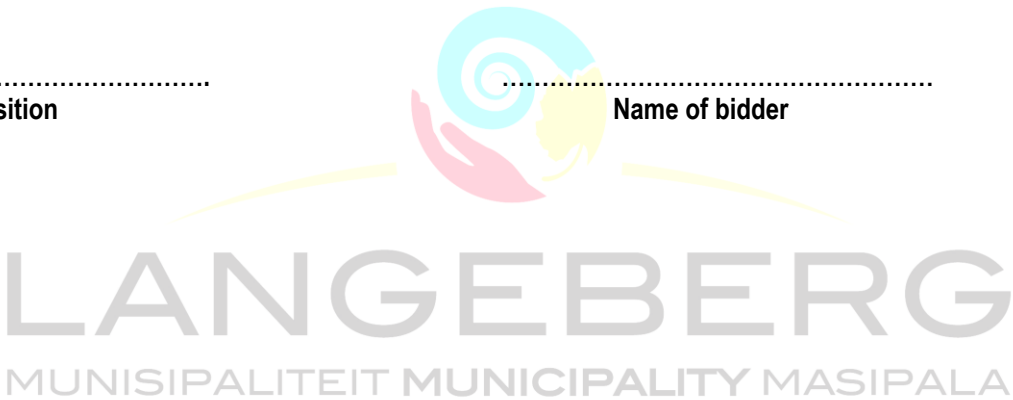
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



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

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

1 Are you by law required to prepare annual financial statements for auditing?

- 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.

***YES / NO**

.....
.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

***YES / NO**

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

- 2.2 If yes, provide particulars.

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

*** Delete if not applicable**

3 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?

3.1 If yes, furnish particulars *YES/ NO

.....
.....

4. Will any portion of goods or services be sourced from outside *YES / NO

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

.....
.....

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

8. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (MBD 6.1)

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, 2017.

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to **exceed** R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable: or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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 price of bid under consideration

Pt = Price of bid under consideration

Pmin = 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

4.4

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

80/20

or

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

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

5.1 In terms of Regulation 6 (2) and 7 (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	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

8. SUB-CONTRACTING

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

(Tick applicable box)

YES		NO	
-----	--	----	--

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g., transporter, etc.

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 5.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct.
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 5.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process.
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct.

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

- 1.
- 2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

9. CONTRACT FORM - PURCHASE OF GOODS/WORKS (MBD 7.1)

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

9.10 I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

9.11 The following documents shall be deemed to form and be read and construed as part of this agreement:

9.12 Bidding documents, viz

- Invitation to bid;
- Tax clearance certificate;
- Pricing schedule(s);
- Technical Specification(s);
- 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;

9.13 General Conditions of Contract; and

9.14 Other (specify)

.....
 ...

 ...

 ...

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

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

9.17 I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:

10. CONTRACT FORM - PURCHASE OF GOODS/WORKS (MBD 7.1)**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

10.1 I, in my capacity as

10.2 accept your bid under reference number dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

10.3 An official order indicating delivery instructions is forthcoming.

10.4 I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

11. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

- 11.1 This Municipal Bidding Document must form part of all bids invited.
- 11.2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 11.3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
- 11.4 abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
- 11.5 been convicted for fraud or corruption during the past five years;
- 11.6 will-fully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- 11.7 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).
- 11.8 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
11.9	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 <i>audi alteram partem</i> 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 ☐
11.10	If so, furnish particulars:		
11.11	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 ☐
11.12	If so, furnish particulars:		

11.13	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 ☐
11.14	If so, furnish particulars:		
11.15	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 ☐
11.16	If so, furnish particulars:		
11.17	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 ☐
11.18	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

12. CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

- 12.1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 12.2 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.
- 12.3 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:
- 12.4 take all reasonable steps to prevent such abuse;
- 12.5 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
- 12.6 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.
- 12.7 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.
- 12.8 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.

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

13. CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

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)

- 13.1 I have read and I understand the contents of this Certificate;
- 13.2 I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 13.3 I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 13.4 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;
- 13.5 For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - has been requested to submit a bid in response to this bid invitation;
 - could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - provides the same goods and services as the bidder and/or is in the same line of business as the bidder
- 13.6 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 13.7 In particular, without limiting the generality of paragraphs 12.6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - prices;
 - geographical area where product or service will be rendered (market allocation)
 - methods, factors or formulas used to calculate prices;
 - the intention or decision to submit or not to submit, a bid;
 - the submission of a bid which does not meet the specifications and conditions of the bid; or bidding with the intention not to win the bid.

- 13.8 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 13.9 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 13.10 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

14. **CODE OF CONDUCT FOR SUPPLIERS**

Langeberg Municipality is strongly committed in observing the highest ethical standards in all its procurement activities. As such, this Code of Conduct for Suppliers has been prepared to provide clear summary of Langeberg Municipality expectation from the suppliers in all procurement dealings, ensuring that internationally recognized procurement ethics are followed. Transparency and accountability should be strictly adhered to in all procurement activities.

Langeberg Municipality procurement ethics focuses on **zero tolerance on corruption, avoiding any form of interest and honest representation of supplier's capabilities.**

Suppliers are strongly urged to familiarize themselves with this Code of Conduct to ensure successful working relations with Langeberg Municipality.

Policy on Corruption and Position on Conflict of Interest

Langeberg Municipality expects all contracted suppliers and companies seeking to sell goods and services to conduct their business in accordance with the highest ethical standards. Suppliers or potential suppliers must strictly comply with all rules and regulations on bribery, corruption and avoid unacceptable business practices. Hence suppliers are expected to observe the following:

- Shall not, directly or indirectly, offer, give or agree or promise to give to any Langeberg Municipality staff any gratuity for the benefit of/or at the direction or request of any Staff or Langeberg Municipality;
- To immediately inform the Langeberg Municipality in the event that any Staff or Langeberg Municipality solicits or obtained or has made an attempt to obtain gratification for himself/herself or for any other persons.
- To immediately declare if any of the Company's staff and/or officers had or have any relative employed with Langeberg Municipality. Failure to make such declaration shall be construed as a conflict of interest and might result in the exclusion of the supplier from present and future procurement activities and/or other legal action as deemed fit by the Organization.

Representation from Suppliers

Langeberg Municipality expects all its suppliers to honestly declare and warrant that:

- It will comply with all rules, regulations and statutory requirements relating to the provision of the products/services to Langeberg Municipality;
- It will not act in concert with other suppliers or agents when participating in a bid;
- It is a duly authorized/certified provider of the supplied products/services and shall not, expressly or impliedly hold itself out to be an agent/representative of a third-party provider of the same products/services;
- It will only supply products that are certified to be of merchantable and satisfactory quality;
- The supplier possesses the necessary capabilities, equipment and suitable place of business to perform its obligations;
- It shall not contract out or subcontract or outsource any portion of the products/services unless prior written consent from Langeberg Municipality has been obtained; and
- It shall maintain the highest standards of integrity and quality of work at all times.

Applicability of the Code of Conduct

This Code of Conduct shall apply to all Suppliers, sub-contractors and to other entities acting behalf of them (approval of Langeberg Municipality).

Monitoring compliance to the Code of Conduct

To facilitate the monitoring of suppliers' compliance with this Code of Conduct, Langeberg Municipality expects suppliers to:

- Develop and maintain all necessary documentation to support compliance with the described standards; such documentation must be accurate and complete;
- Provide Langeberg Municipality representatives with access to relevant records, upon Langeberg Municipality request;
- Allow Langeberg Municipality representatives to conduct interviews with the supplier's employees and with management separately;
- Allow Langeberg Municipality representatives to conduct announced and unannounced site visits of supplier locations; and
- Respond promptly to reasonable inquiries from Langeberg Municipality representatives in relation to the implementation of the Code of Conduct.

Secure Communication Channels

Langeberg Municipality has established a secure communication channel to enable the suppliers to raise their concerns confidentially and responsibly. If the supplier has questions about the Code of Conduct or wishes to report a questionable behaviour or possible violation of the Code of Conduct, the Supplier is encouraged and should contact Langeberg Municipality at:

Municipal Manager

28 Main Road

Ashton

6715

or contact at mm@langeberg.gov.za;

Langeberg Municipality will not tolerate any retribution or retaliation by anyone against a concerned Supplier who has, in good faith, sought out advice or has reported questionable behaviour and/or a possible violation. Langeberg Municipality will take disciplinary action up to and including termination of contract for anyone who threatens or engages in retaliation, retribution or harassment of the concerned individual. Identities and contents of all information or complaints will be rated strictly confidential.

SANCTIONS

Breach of the Code may result in actions being taken against that service providers, in addition to any contractual or legal remedies. The actions applied will depend on the nature and seriousness of the breach and on the degree of commitment shown by the service provider to resolve any issues stemming from the breach.

The range of actions to be imposed include but are not restricted to the following:

- Formal written warnings;
- Required disclosure of nature of breach in terms of the Policy;
- Immediate termination of contract;
- Criminal and/or civil action.

ACKNOWLEDGEMENT AND ACCEPTANCE

This is to certify that I have fully read the Supplier's Code of Conduct attached. Having fully read and understood the completed requirement of this Supplier's Code of Conduct, I hereby commit myself and my company to serve this Code of Conduct and to fully comply with all of its principles. I also certify that I am authorized by my company to sign and accept this document in its behalf.

Supplier: _____

Address: _____

Representative: _____

Signature: _____

Date: _____

15. TECHNICAL SPECIFICATIONS

ENTERPRICE RESOURCE PLANNING/ FINANCIAL MANAGEMENT SYSTEM ("ERP/ FMS") TENDER FOR A PERIOD OF 10 YEARS

BID NUMBER: TENDER 33/2020: ENTERPRISE RESOURCE PLANNING/FINANCIAL MANGEMENT SYSTEM

Bids are hereby invited for the appointment of a service provider for an Enterprise Resource Planning Solution/ Financial Management System ("ERP/ FMS") for a period of **10 years**. Enquiries pertaining to the tender specifications must be addressed in writing (email) to Mr. Uyanda Nakasa at unakasao@langeberg.gov.za.

A: TENDER INSTRUCTIONS

1. The tender must be valid for a period of 120 days.
2. This is a two-envelope tender where Functionality and Price will be evaluated separately.
3. You are therefore required to submit your functionality tender documentation (ENVELOPE 1) and price tender documentation (ENVELOPE 2) in two separate envelopes.
4. Functionality evaluation will comprise of two parts.
5. Part 1 of the Functionality Evaluation will be based on the submission of a ring-bind file that will be evaluated first and only bidders that obtain at least 70% for PART 1 of the Functionality Evaluation will proceed to PART 2.
6. Part 2 of the Functionality Evaluation will be a live in-person or online demonstration of the bidder's system based on the requirements set out in the Excel: ERP / FMS capability checklist as provided in Section 7 of the functionality evaluation of this tender.
7. The bidders that have passed Part 1 of the functionality evaluation with at least 70% and which Langeberg Municipality assesses to be able to provide at least 13 of the 15 business processes for Part 2 of the Functionality Assessment as per the Excel: ERP / FMS capability checklist, will proceed to be assessed based on Pricing (ENVELOPE 2)
8. Tender Documents will be available from 04 November 2022. And can be downloaded from municipal website **www.langeberg.gov.za**
9. There will be a compulsory briefing session held on **17 November 2022**, promptly from 10:00 – 13:00 **through Microsoft Teams, the link for the meeting will be provided to all interested suppliers.**
10. On the day of the compulsory briefing session only the tender specification and pricing schedule will be discussed.

All prospective bidders must place tenders sealed and clearly endorsed (the two envelopes together in one envelope with **"TENDER 33/2020: enterprise resource planning (ERP)/ financial management system (FMS)** in the tender box in the Langeberg Municipality building, 28 Main Road, Ashton, 6715 before 12:00 noon **on 09 December 2022**. Failure to comply with this requirement will result in an invalid bid.

All clarifications must be requested in writing from Mr. Uyanda Nakasa at unakasa@langeberg.gov.za

Prospective bidders will have the opportunity to raise objections or complaints in terms of clause 46 of the Supply Chain Management Policy of the municipality

ACRONYMS USED:

The following acronyms are used in the Part 1 Functionality requirement document.

A budget schedules	A schedules as referred to in MBRR
DRS	Disaster Recovery Site
EDI	Electronic Data Interchange
EFT	Electronic Funds Transfer
ERP	Enterprise Resource Planning
F Forms	MFMA return forms F1 – F30 as updated continuously by NT
FMS	Financial Management System
GIS	Geographical Information System
GUI	Graphical User Interface
ICT	Information and Communication Technology
MBRR	Municipal Budget and Reporting Regulations (Government Gazette 32141 dated 17 April 2009)
MPRA	Municipal Property Rates Act, No. 6 of 2004
mSCOA	Municipal Standard Chart of Accounts
MTREF	Medium Term Revenue and Expenditure Framework
NT	National Treasury
OSB	Statement of Financial Performance Budget
PCL 5/6 printing capabilities	Printer Control Language
PDS	Production Site
PT	Provincial Treasury
SAN	Storage Area Network
LM	LANGBERG Municipality
SDBIP	Service Delivery and Budget Implementation Plan
SQL	Structured Query Language
TCP/ IP protocol	Transmission Control Protocol/Internet Protocol
UTP	Unshielded Twisted Pair
WAN	Wide Area Network

C: BACKGROUND INFORMATION ABOUT THIS TENDER

1. Technical requirements

The specific tangible goal of this project is to provide a cost effective and reliable ERP/ FMS solution that is in line with the approved National Treasury mSCOA regulations and will help Langeberg Municipality achieve its specific business objectives. This solution must also enable the municipality to reap the benefits of modern ICT based innovations aimed at reducing cost, eliminating wastage and/ or boosting the productivity of the municipality.

The solution will be used over different municipal functions and locations spread across the municipality area. These locations include municipal offices, community centres and other public facilities, as well as remote administrative offices and depots. The infrastructure for the ERP / FMS will be hosted at the Ashton main office and the surrounding/remote sites will connect to the main network via either leased lines or wireless radio connections. There will only be one database server that is hosted at the Production Site (Ashton) and all surrounding/remote sites must connect via the WAN to this server and be able to process from the server. The solution must include a test environment available to all surrounding/remote sites. There will be a cold server at the Disaster Recovery Site that operates only if the main database server is interrupted or fails and remains in an unpowered state until a backup is required.

LM runs a virtualised server infrastructure connected to SAN Storage at Ashton. This network consists of a combination of fibre, ISCI, Gigabit connections. Similar infrastructure and connection methods apply to the offices in the surrounding towns, where the connections between the surrounding sites are radio connections. A Diginet network owned by Telkom (the municipality is currently in the process of implementing MTN 20Mbps Microwave links) provides the backbone between Robertson office, Montagu office, Bonnievale office, McGregor offices, which are connected (interfaced) to/ with Ashton Head office. Surrounding/Remote Sites connected with radio links. DR Site connected via Microwave and Radio links.

The municipality has provided information of its existing infrastructure on the removable storage/USB. These files provide details of the various sites that the municipality has. It also provides details of the existing connections, the number of PCs, and other systems per site. Prospective bidders are required to study this information and ensure that their system will be able to run over this network.

The successful bidder must provide a listing and description of any unique peripheral requirements (Hardware/Software) for their solution (e.g., pay slip printers)

The successful bidder must provide information on the licensing structure when required.

The municipality's current Financial Management System is R-Data. The municipality has 80 concurrent users. For purposes of evaluation of this tender, all bidders must work on the assumption that the municipality will require 100 licenses.

2. Electronic documents submitted as part of this tender

The original tender document must be completed. For purposes of completing the Technical Evaluation and understanding the requirements the following documents will be provided electronically to the e-mail address provided in the tender register when the hardcopy tender is collected.

- The Microsoft Word tender specification document (use this for purposes of completing the relevant Part 1 Functionality Evaluation documentation).
- Excel file for the ERP/ FMS capability checklist.
- Network diagram.
- KMZ file of the municipal area.

No wording changes may be made on the Word and Excel documents provided as any changes will result in the responses being disqualified

3. Milestone requirements

It is required from the successful bidder to achieve the 23 milestones that are listed below. As part of the Part 1 Functionality assessment bidders are required in section 5.1 to prepare a detailed project plan considering all these milestones. A service level agreement will be drawn indicating the due dates of the below milestones. Milestones may be adjusted during consultation process with relevant bidder after bid has been awarded.

Action Step
Test Billing reports on new system based on July 2022 old system data for comparability to July 2022 actual billings available for sign-off by LM
Test the debtors system reports that must be imported daily from debtors from 01/07/2023 on live system
Test runs completed for creditors payment, depreciation, cashiers, Easypay, Syntell
Layout of consumer accounts tested, finalized and signed-off by LM
Final conversion of all the core Financial modules completed
TB, Debtors listing (including summary and ageing that balances), Consumer deposits, Creditors, Assets, Stores, Capital & Operating budget, Cashbook, Bank reconciliation, Orders, Shadows, External loans & Payroll reports on new system available for sign off as at 31/07/2023
Sign-off of by LM of all listing balances on new system that balance with old system as at 31/07/2023
New system to run live mSCOA
<i>Budget module on new system fully functional in mSCOA for budgeting (this is a non-negotiable milestone that must be achieved by the successful bidder)</i>
First Section 71 Reporting (MBRR) must be automatically populated from new system (mSCOA)
Billing of consumer debtors for July 2023
Consumer accounts available in final version to be delivered to consumers in the required format
Automated section 71 schedules and F Forms for period ended 30/06/2023 correctly populated for submission to NT and PT

Adjustment budget B schedules for 2023/2024 automated population mSCOA Budget for submission to council on new system as required by MBRR
mSCOA Budget schedules populated for 2023/2024 MTREF on new system with all required information as required by MBRR
Training on all modules
Go live on new payroll.
Core financial system functional and ready for transacting in mSCOA
NT portal to be tested for accessibility and extraction of information
Reporting in required format through portal to NT tested and ready for reporting by LM
NT Reports successfully submitted through NT portal
Final sign-off by LM of system implementation

D: PART 1 FUNCTIONALITY EVALUATION:

Prospective bidders are required to obtain at least 70% to proceed to the second stage of the functionality evaluation.

The second stage of the functionality evaluation will be where the bidders are requested to present or provide a live demonstration of their system functionality to officials of Langeberg Municipality.

The presentation or live demonstration will be scored on the requirements of the Excel: ERP / FMS capability checklist as provided for in Section 7 of the functionality evaluation of this tender.

The bidders that Langeberg Municipality assesses to be able to provide at least 13 of the 15 business processes as per the Excel: ERP / FMS capability checklist, will proceed to be assessed based on Pricing (ENVELOPE 2)



These subsections must be as follows:

- Section 1: Possible immediate disqualification (0 points)
- Section 2: Signed declaration (0 points)
- Section 3: Information about the prospective vendor (5 points)
- Section 4: Client references (5 points)
- Section 5: Implementation strategy (30 points)
- Section 6: Implementation and ERP/ FMS insight (20 points)
- Section 7: ERP/ FMS capability checklist(35 points)
- Section 8: Training (5 points)
- Section 9: Additional information (0 points)

Section 1: Possible immediate disqualification (0 points)

A series of disqualifying questions have been prepared by the municipality and must be completed by all bidders. The document must be completed by answering “**Yes**” or “**No**” to the questions. If your answer is “**No**” it may result in immediate disqualification, solely on the discretion of the municipality.

Where you have answered “**No**” you must clearly indicate how the matter will be addressed or what the alternative is. The municipality reserves the right to accept or reject the alternative.

When you answered “**Yes**” you are also required to provide a brief description of how you comply with the requirement.

For each sub-item completed make sure that you clearly mark “**Yes**” or “**No**” in **bold**.

Once you have completed the Word document, print it out and file it in section 1 of the Part 1 Functionality ring-bind document.

No wording changes may be made on the Word document provided as any changes will result in the responses being disqualified.

Section 1: Possible immediate disqualification (0 points)

1-1:	Yes	No
Is your system successful in operation at a mSCoA municipality		
<u>If you marked yes, please substantiate your answer</u>		
<u>If you marked no, please explain</u>		

1-2:	Yes	No
Does your ERP/ FMS solution cater specifically for local government in South Africa		
<u>If you marked yes, please substantiate your answer</u>		
<u>If you marked no, please explain</u>		

1-3:	Yes	No
Did you have regular engagements with National Treasury on mSCOA leading up to the date of the advertising of this tender		
<u>If you marked yes, please substantiate your answer</u>		
<u>If you marked no, please explain</u>		

1-4:	Yes	No
Does your system specifically cater for mSCOA		
<u>If you marked yes, please substantiate your answer</u>		
<u>If you marked no, please explain</u>		

1-5:	Yes	No
Does your system at least have a General Ledger, Budget Module, Consumer Billing, Debtors, Revenue, Valuation roll, Creditors, Stores, Asset Register, Cash Book, Bank Reconciliation and Supply Chain Management module.		
<u>If you marked yes, please substantiate your answer</u>		
<u>If you marked no, please explain</u>		

1-6:	Yes	No
Are the budgeting modules successful in operation to the satisfaction of another municipality using your system and National Treasury?		
<u>If you marked yes, please substantiate your answer</u>		
<u>If you marked no, please explain</u>		

1-7:	Yes	No
Is your system an Integrated ERP/ FMS, or for the missing modules seamless integration is possible via third party sub-systems.		
<u>If you marked yes, please substantiate your answer</u>		
<u>If you marked no, please explain</u>		

1-8:	Yes	No
Is your system fully developed and allows for the customization on specific modules.		
<u>If you marked yes, please substantiate your answer</u>		
<u>If you marked no, please explain</u>		

1-9:	Yes	No
The application style must be Client-Server based and must have a web-based portal for the extraction of reports as required per the mSCOA regulations.		
<u>If you marked yes, please substantiate your answer</u>		
<u>If you marked no, please explain</u>		

1-10:	Yes	No
The solution must be a locally hosted (all servers are at the main office in Ashton and DRS) solution.		
<u>If you marked yes, please substantiate your answer</u>		
<u>If you marked no, please explain</u>		

1-11:	Yes	No
The ERP/ FMS must have a fully functional help and user training application, Online Application Training and Tutorial (Computer Based)		
<u>If you marked yes, please substantiate your answer</u>		
<u>If you marked no, please explain</u>		

1-12:	Yes	No
The supplier must have local training facilities in the Western Cape, if training facilities in the Western Cape do not exist, provider must be willing to travel to our facility to provide onsite training.		
<u>If you marked yes, please substantiate your answer</u>		
<u>If you marked no, please explain</u>		

1-13:	Yes	No
Must be able to separate environments (Development, Testing and Production)		
<u>If you marked yes, please substantiate your answer</u>		
<u>If you marked no, please explain</u>		

1-14:	Yes	No
The server must preferably be configured with a 3-tier deployment with the following: application server, database server and a web based portal (webserver)		
<u>If you marked yes, please substantiate your answer</u>		
<u>If you marked no, please explain</u>		

1-15:	Yes	No
Proposed system must run on a Windows Server platform. The municipalities current standard is Windows Server 2016R2		
<u>If you marked yes, please substantiate your answer</u>		
<u>If you marked no, please explain</u>		

1-16:	Yes	No
Will a relational database be used? (Please indicate which database will be used)		
<u>If you marked yes, please substantiate your answer</u>		
<u>If you marked no, please explain</u>		

1-17:	Yes	No
The ERP/ FMS must run in a Microsoft HyperV environment		
<u>If you marked yes, please substantiate your answer</u>		
<u>If you marked no, please explain</u>		

1-18:	Yes	No
The system must use the TCP/IP protocol as the default network communication protocol.		
<u>If you marked yes, please substantiate your answer</u>		
<u>If you marked no, please explain</u>		

1-19:	Yes	No
The ERP/ FMS must support PostScript and PCL 5/6 printing capabilities		
<u>If you marked yes, please substantiate your answer</u>		
<u>If you marked no, please explain</u>		

1-20:	Yes	No
The system must be fully Windows 10 Professional (32 and 64 bit) compatible.		
<u>If you marked yes, please substantiate your answer</u>		
<u>If you marked no, please explain</u>		

1-21:	Yes	No
Email within the system and system must support SMS Notification		
<u>If you marked yes, please substantiate your answer</u>		
<u>If you marked no, please explain</u>		

1-22:	Yes	No
The system must be able to support workflow and must support substitution		
<u>If you marked yes, please substantiate your answer</u>		
<u>If you marked no, please explain</u>		

1-23:	Yes	No
Must support Flat file interface (bi-directional) and must support EDI/ API		
<u>If you marked yes, please substantiate your answer</u>		
<u>If you marked no, please explain</u>		

1-24:	Yes	No
Must provide report writing tool/ capability		
<u>If you marked yes, please substantiate your answer</u>		
<u>If you marked no, please explain</u>		

1-25:	Yes	No
Must be able to incorporate report templates		
<u>If you marked yes, please substantiate your answer</u>		
<u>If you marked no, please explain</u>		

1-26:	Yes	No
Must support Push and Pull of data		
<u>If you marked yes, please substantiate your answer</u>		
<u>If you marked no, please explain</u>		

1-27:	Yes	No
For purposes of the conversion process from the previous system to your ERP/ FMS, will your ERP/ FMS cater for at least 10 years historical data to be kept.		
<u>If you marked yes, please substantiate your answer</u>		
<u>If you marked no, please explain</u>		

1-28:	Yes	No
Must provide full Audit Trail of user transactions and data activity		
<u>If you marked yes, please substantiate your answer</u>		
<u>If you marked no, please explain</u>		

1-29:	Yes	No
Must support Role based security		
<u>If you marked yes, please substantiate your answer</u>		
<u>If you marked no, please explain</u>		

1-30:	Yes	No
Cloud Data Storage will not be allowed.		
<u>If you marked yes, please substantiate your answer</u>		
<u>If you marked no, please explain</u>		

1-31:	Yes	No
For the conversion, the current data of the municipality must be transferred from a "flat file" to the new relational database. Are you able to do this within the required timeframe?		
<u>If you marked yes, please substantiate your answer</u>		
<u>If you marked no, please explain</u>		

1-32:	Yes	No
Must support versioning (application changes) and roll back of changes		
<u>If you marked yes, please substantiate your answer</u>		
<u>If you marked no, please explain</u>		

1-33:	Yes	No
Must support Time based scheduling		
<u>If you marked yes, please substantiate your answer</u>		
<u>If you marked no, please explain</u>		

1-34:	Yes	No
Must support Event based scheduling		
<u>If you marked yes, please substantiate your answer</u>		
<u>If you marked no, please explain</u>		

1-35:	Yes	No
Must have exception report capability		
<u>If you marked yes, please substantiate your answer</u>		
<u>If you marked no, please explain</u>		

1-36:	Yes	No
The system must support online and offline backup methods.		
<u>If you marked yes, please substantiate your answer</u>		
<u>If you marked no, please explain</u>		

1-37:	Yes	No
The system must keep up to date and support new versions of the Operation Systems. The system must propose a support model (numerous options) that will ensure that Langeberg Municipality is able to maintain the system going forward as well as apply new patches and upgrades where required		
<u>If you marked yes, please substantiate your answer</u>		
<u>If you marked no, please explain</u>		

1-38:	Yes	No
The system must support high availability (HA)		
<u>If you marked yes, please substantiate your answer</u>		
<u>If you marked no, please explain</u>		

1-39:	Yes	No
The system must support clustering (database) and scalability		
<u>If you marked yes, please substantiate your answer</u>		
<u>If you marked no, please explain</u>		

1-40:	Yes	No
The system must support a centralized system over a distributed network and geographical environment		
<u>If you marked yes, please substantiate your answer</u>		
<u>If you marked no, please explain</u>		

1-41:	Yes	No
The system must support data and document archiving		
<u>If you marked yes, please substantiate your answer</u>		
<u>If you marked no, please explain</u>		

1-42:	Yes	No
Must support SAN storage		
<u>If you marked yes, please substantiate your answer</u>		
<u>If you marked no, please explain</u>		

1-43:	Yes	No
Does your system automatically migrate comparative figures and balances to mSCOA chart		
<u>If you marked yes, please substantiate your answer</u>		
<u>If you marked no, please explain</u>		

1-44:	Yes	No
Does your ERP/ FMS and the sub-systems proposed by you in this tender document have the proven capability to report in accordance with the MBRR		
<u>If you marked yes, please substantiate your answer</u>		
<u>If you marked no, please explain</u>		

1-45:	Yes	No
Does your ERP/ FMS cater for Prior-year adjustments journals to automatically adjust the opening balances on mSCOA		
<u>If you marked yes, please substantiate your answer</u>		
<u>If you marked no, please explain</u>		

1-46:	Yes	No
Does your system capture and maintain IDP information as part of the mSCOA project setup		
<u>If you marked yes, please substantiate your answer</u>		
<u>If you marked no, please explain</u>		

1-47:	Yes	No
Does your system allow for the setting up of mSCOA budget line items over all 7 mSCOA segments and is it project driven		
<u>If you marked yes, please substantiate your answer</u>		
<u>If you marked no, please explain</u>		

1-48:	Yes	No
Do you have a seamless integration alternative for payroll if not part of your system		
<u>If you marked yes, please substantiate your answer</u>		
<u>If you marked no, please explain</u>		

1-49:	Yes	No
Does your system have the capability to do consolidated billing of properties, i.e., all services and rates into one account? As municipalities are working within the determination of the MPRA, a property related database design is critical		
<u>If you marked yes, please substantiate your answer</u>		
<u>If you marked no, please explain</u>		

1-50:	Yes	No
Is your system successful in operation at a local municipality.		
<u>If you marked yes, please substantiate your answer</u>		
<u>If you marked no, please explain</u>		

Section 2: Signed declaration (0 points)

This requirement is duplicated in the tender document to stress the importance by the municipality to the bidders.

Under section 2 all bidders are required to put all the items below on a letterhead and must be signed by the bidder. If one or more of the items has been omitted, or not put on a letterhead, or not signed, it will lead to an immediate **disqualification**.

Requirement
Provide a signed declaration of the following: - That you will conduct a presentation during the tender evaluation period, if required by the municipality. - That you agree to abide by the requirements of this tender. - That you can deliver the required services to the municipality's head office and site offices. - That you (your appointed team) will work from the Ashton office of the municipality for the duration of the project. - That resources submitted as part of the bidding document will be committed to the project if you are the successful bidder. - That you acknowledge the complexity of the municipality's ICT environment, software and hardware. - That you will attend all project steering committee meetings that are scheduled by the municipality with regards to the implementation of the ERP/ FMS. - That you will provide minutes of the steering committee meeting within a week after the meeting. - That you will provide monthly progress reports, addressed to the Municipal Manager. - That you agree to provide feedback and conduct presentations as and when required by the municipality. - That you take full responsibility for the success or failure of the project (Strict adherence to project management principles will mitigate deviations). - That you will provide the municipality annually with a service level agreement. - That you agree not to cede this contract. - That, if the municipality uses your payroll system, it will comply to all relevant legislation.

Section 3: Information about the prospective vendor (5 points)

Each of the individual subsections below will be weighted equally for purposes of the points allocation.

Sub sections	Requirement
3-1	Provide the names and curriculum vitae of the persons that will be involved in the implementation of the ERP/ FMS at the municipality. The individual team structure must be clearly indicated. The full-time individuals and part time individuals must be clearly indicated.
3-2	Provide a contingency plan for these resources, taking into account ability and capacity.
3-3	Provide the business address as well as the other office addresses of the business in South Africa. Provide at least two dedicated email addresses where written correspondences can be sent to, clearly indicating the order of preference.
3-4	Provide an organogram of the business.
3-5	Provide details of the ownership of the business.

Section 4: Client references (5 points)

Each of the individual subsections below will be weighted equally for purposes of the points allocation.

Sub Sections	Requirement
4-1	Provide a listing of all the municipalities where your ERP/ FMS solution is currently in use.
4-2	Provide 3 reference letters from any of the municipalities where the prospective bidder's ERP/ FMS system is in operation. For these 3 references the following are required: - The 3 references may only be from the Schedule B municipalities (<u>no</u> district municipalities; and - At least 1 of the references must be a high-capacity municipality.

Section 5: Implementation strategy (30 points)

You can assume that the tender will be awarded by the municipality to the successful bidder in FEBRUARY 2023.

Each of the individual subsections below will be weighted as follows for purposes of the points allocation:

- Subsection 5-1 = 12 points
- Subsection 5-2 = 12 points
- Subsection 5-3 = 6 points

Sub Sections	Requirement
5-1	The municipality has provided all bidders with a list of milestones that must be adhered to. These milestones will comprise a significant component that must be completed at a certain point in time. Prepare a detailed project plan taking into account the milestones required by the municipality.
5-2	It is an absolute requirement that the municipality is fully mSCOA compliant. Provide a risk plan of the Top 15 risks to ensure that these risks will be managed. The risk plan must include at least the following: - Risk description. - Impact of the risk (Insignificant, Serious, Severe). - Likelihood of occurrence (Unlikely, Possible, Certain) - Controls that will mitigate the risks identified The risks should include, at least the following: - Municipality not being mSCOA compliant. - On-going version changes in the mSCOA design principles. - Project deadlines not being met by successful bidder. - Lack of assistance by municipal officials to successful bidder. - Insufficient training provided by successful vendor to municipality. - Billing run on new system is not correct. - Balances on old system not correctly transferred to new system.
5-3	The municipality requires that system conversion be completed on a date that will be provided in the service level agreement. Provide a description of how the closing balances of the current system/s will be transferred to the new system. Clearly indicate the approach that you will follow, considering, <i>inter alia</i> , the Auditor-General approach in auditing the opening balances of the new system.

Section 6: Implementation and ERP/ FMS insight (20 points)

Each of the individual subsections below will be weighted as follows for purposes of the points allocation:

- Subsection 6-1 = 6 points
- Subsection 6-2 = 2 points
- Subsection 6-3 = 2 points
- Subsection 6-4 = 2 points
- Subsection 6-5 = 8 points

Sub sections	Requirement
6-1	Provide a detailed description of how your ERP/ FMS solution will transact in all 7 mSCOA segments.
6-2	Explain how you will be providing after implementation assistance. This will be typically if the municipality requires further assistance on a particular module, or when the municipality requires customisation/Development.
6-3	Explain to which development, implementation and support methodologies, governance, and frameworks you subscribe to.
6-4	Explain the turn-around and response lead times when system is down.
6-5	Authentication, authorisation and cryptographic security technologies and digital certificates is a high priority throughout the entire system including but not limited to the application, data processing, data storage, data communications and user access. Online approval and authorisation with electronic signature capabilities of transactions via integrated security systems and segregated functionality should be provided through application of appropriate security policies and internal service level agreements between various units. <u>Requirement:</u> Please explain your ERP/ FMS security capability and compliance.

Section 7: ERP/ FMS capability checklist (35 points)

The municipality will provide an **ERP/ FMS checklist** in Excel format electronically. The purpose of the checklist is for the bidder to indicate their ERP/ FMS solution's capability. It is by no means an exhaustive list but provides the means for the municipality to evaluate the bidders.

During the compilation of the detailed checklist the municipality has grouped it in accordance with the 15 business process that National Treasury prescribes to. The descriptions of these 15 business processes have also been provided in the ERP/ FMS checklist Excel document.

Once you have completed the Excel document, print it out and file it in section 7 of the Part 1 Functionality ring-bind document.

No wording changes may be made on the Excel document provided as any changes will result in the responses being disqualified.

Requirement
Refer to the Excel file "ERP or FMS capability checklist" by doing the following: - Complete each item on the Excel checklist, print it out, sign each page and include it under this section. - Provision has been made for the following criteria: ● The specific item/ module is currently fully functional. ● The specific item/ module is not fully functional. ● Although it is not functional now, it will be fully functional within: ● 2 years, or ● 4 years ● A third party system will be used for this. - When completing the Excel checklist, only one selection of "YES" per line should be made. - If more than one "YES" has been selected per line the particular line item/s will be disregarded. The points allocations for each individual item will be as follows:

Module is currently fully functional	100%
Module is not fully functional now	
- Although it is not functional now, it will be fully functional within 1 year.	70%
- Although it is not functional now, it will be fully functional within more than 1 year.	0%
A third party system will be used for this with full seamless integration	75%

Section 8: Training (5 points)

Requirement
Training is an important aspect of the system implementation. It is a requirement that the staff of the municipality be trained sufficiently to avoid any disruption in the day-to-day operational activities and to empower them to use the new system optimally. It is required that all bidders should allocate sufficient training time during this period. For evaluation purposes all bidders will tender for 248 hours of training time. The following aspects should be clearly explained by the bidder. - On which modules/ courses will training be given. - What is the estimated time of training for each module. - How users will be trained, i.e. what will the training approach be; - What are the names of the persons that will be providing the training; - Confirmation that you provide training manuals for all modules and information on your end-user training interventions.

Section 9: Additional information (0 points)

You are required to provide the following information under this section.

Sub sections	Requirement
9-1	The bidders must provide an overview of the network requirements (Bandwidth requirement per concurrent user, Latency requirements etc.) for both LAN and WAN requirements.
9-2	There will be 2 of these servers aforementioned, one on-site, with testing environment and a secondary machine off-site for redundancy. Both should be running the software. If additional licensing is required for the redundant server, it must be clearly indicated by the bidders here.
9-3	<u>Any</u> other information that you deem beneficial to the municipality must be provided here.

E: PRICING SCHEDULE:

An all-inclusive tender price for the 10-year period must be provided by all prospective bidders.

For the determination of the 10-year tender price annual escalation cost will be ignored. The annual escalation of the cost, once the ERP/ FMS has been implemented, will be done in accordance with an annual service level agreement.

All bidders must price accurately as it will not be allowed by the municipality for the successful bidder to adjust the pricing in year 2 materially upwards to be in line with the other users of your system. The tender price must therefore reflect realistic prices that you currently charge your users.

There are 8 different parts that must be completed as part of the pricing schedule. For purposes of the tender price evaluation, only parts 1 to 5 will be considered. **Prospective bidders should note that Part 1 – Implementation Fee will not be paid once off at the start of the implementation of this project but will be dispersed in five equal instalments over the first 5 years of the project.**

It is important that parts 6 and 7 be completed accurately as well, so that accurate cross-referencing can be done during the completion of the other parts of the pricing schedule. Parts 6 and 7 must also agree to the price that will be applied once the tender has been awarded.

Part 8 is the total all-inclusive tender price.

Bidders are also required to provide a fixed escalation rate per year over a period of 10 years.

** Please note that Langeberg Municipality reserves the right, after awarding of the tender, to increase the number of licenses required beyond the 100 as stated in Part 2 of pricing, should the operational needs of the organization change during the 10 year period.*

Part 1 – Implementation fees

	All-inclusive price
Assessment of the implementation requirements	
Planning of the implementation	
Transfer/ Migration of data from current system to new system	
Software	
Customisation	
Testing	
Training (248 hours x R..... per hour) <i>(For evaluation purposes 248 hours should be used by all bidders. State the R per hour clearly here)</i>	
Disbursements	
Other (Specify below) – If there is additional cost it must be indicated so and added here	
Total implementation fees	
Plus: VAT	
All-inclusive price (VAT included)	

Part 2 – Annual license fee

All license fees must be identified, no additional costs other than identified on this list will be allowed.

The license fees for all the required modules must be included in the costing.

Bidders must remember that there will be two servers one live and one redundant (this server will only be operational if the main server fails). If additional cost applies for the redundant sever, these costs must also be included here. When providing costing for additional software, the hardware provided by LM must be used to determine what the costing will be.

[illegible]

[illegible]

Part 4 – Annual support fees

Annual support fees are those fees that exclude license fees and user group fees. This is typically the cost of continuous help and assistance that is required from the service provider by municipalities.

For this component the bidders must use the following assumptions:

- The municipality will require 3 days' on-site assistance a month;
- The on-site support must agree with the principal consultant's hourly rate as per part 6 of the pricing schedule;
- The relevant disbursement fees must also be included here that agrees with part 7 of the pricing schedule;
- The municipality will require 35-hours telephonic (remote) support a month;
- The telephonic support must agree with the telephonic support hourly rate as per part 6 of the pricing schedule.

If the annual support fees are included in the annual license fee, it must be provided so in part 1 of the pricing schedule.

Please note that these fees can only be charged by the successful bidder once the ERP/ FMS implementation processes has been completed.

	All-inclusive price (for 1 year)
On-site support (8 hours x R..... per hour)	
Telephonic/ Remote support (16 hours x R..... per hour)	
Disbursement fees	
Subtotal	
Plus: VAT	
All-inclusive price (VAT included)	

Please provide the calculation of the all-inclusive price that agrees with the rates and costs provided in part 6 and part 7 below.

Part 5 – User group/ development fees

This part must include fees that you will charge for upgrades to you ERP/ FMS. These upgrades are normally requested through user group meetings and is available for roll-out to all municipalities once developed.

If you do not charge for this, or it is already part of your annual license fees, you must tender R0.00 for this part.

[illegible]

Part 6 – Hourly rate

[illegible]

Part 7 – Disbursements

[illegible]

PART 8 - TOTAL TENDER PRICE

The total tender price will comprise of parts 1, 2, 3, 4 and 5.

	Installments	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total price for 10 years
PART 1 (Implementation fees) *	5	x	x	x	x	x						
PART 2 (Annual licence fees)	10	x	x	x	x	x	x	x	x	x	x	
PART 3 (Sub-system licence fees)	10	x	x	x	x	x	x	x	x	x	x	
PART 4 (Annual support fees)	9		x	x	x	x	x	x	x	x	x	
PART 5 (User group/ development fees)	10	x	x	x	x	x	x	x	x	x	x	
All-inclusive tender price (VAT exclusive)												
Plus: VAT												
All-inclusive tender price (VAT inclusive)												

Bidders to provide fixed escalation rate per year over a period of 10 years

8.1 Fixed escalation rate per year (10-year period)

.....%

16. CERTIFICATIONS OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I/We the undersigned is/are duly authorised to do so on behalf of the firm certify that:

1. The information supplied is correct.
2. All copies of relevant information are attached.
3. The BBBEE points claimed are correct and based on owners/shareholders who are actively involved in the day-to-day management of the enterprise
4. I take note that payment will be effected 30 days after delivery was effected if delivered with an original invoice.
5. If I am classified as a dependant service provider/labour broker as stated in the fourth schedule of the Income Tax act, I hereby authorise the LM to deduct PAYE and supply me with a yearly IRP 30 (only if no valid Labour Broker Certificate can be supplied).
6. None of the owners, directors, managers, shareholders or stakeholders of this entity is in the service of the state or has been in the service of the state in the previous twelve months.
7. In case of a dispute the wording of the original approved Bid Specification Committee Document would prevail.

Signature of authorised person

Date

Personal information in block letters

Name

[illegible]

Surname

[illegible]

Telephone

No

[illegible]

Capacity

[illegible]

ON BEHALF OF THE (SUPPLIER'S
NAME)

[illegible]

Signed and sworn to before me at on this the

day of

By the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, that it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

Commissioner of Oaths

LANEBERG MUNICIPALITY
ERP/ FMS CAPABILITY CHECKLIST
ENTERPRISE RESOURCE PLANNING/FINANCIAL MANAGEMENT SYSTEM: TENDER 74/2022

Requirement

Refer to section 7 of the Part 1 Functionality Evaluation document for instructions on how to complete this **ERP/ FMS checklist**.
After you have made the selections, your total points out of 35 will be calculated in Cell D22 below.
Ensure that you have made only **280 "Yes" selections** (see Cell D18). If you have made more than 1 selection per item, it will be highlighted in red in Cell D23.
Print this table on an A3 page once completed and file under Section 7 of the Part 1 Functionality Evaluation.

7 OF THE PART 1 FUNCTIONALITY EVALUATION					
Percentages	Total		Yes 100%	75%	0% 70%
			Module is currently fully functional.	A third party system will be used for this with full seamless integration.	Although it is not functional now, it will be fully functional within more than 1 year. Although it is not functional now, it will be fully functional within 1 year.
	Total of selections made	280	280	0	00
	Spread of selections	100,00%	100%	0%	0%0%
	Points allocated (out of 35)	35,00	35,00	-	-

Requirement					Is not fully functional		
No	NT's minimum business process classification	Sub-section	Column1		Module is currently fully functional.	A third party system will be used for this with full seamless integration.	Although it is not functional now, it will be fully functional within more than 1 year. Although it is not functional now, it will be fully functional within 1 year.
1	Corporate Governance	AFS		The system must be able to prepare AFS	Yes		
2	Corporate Governance	Document Management		The system must have a Document Management module to ensure that all municipal documents are secured and if possible electronically received to achieve the lowest possible footprint. The system must make provision to incorporate a database on disciplinary cases from which it will be possible to extract the details of all dismissed employees, as it is a requirement that such statistics should be reported to the MEC for Local Government on a quarterly basis, Electronic disposal authority in the records management process. The system should allow for all project/contract management documentation to be uploaded which would include technical/monthly minutes and all project correspondance to be linked with emails sent .Contract Management. Indexing e-mails/incomings/outgoings, automatically shows duplicates on system.Tenders / Qoutations. Registered post. The system must have a web portal for suppliers to enquire uploading/submitting of invoices & enquire on payment status and the ability for electronically apporval of Invoices by all Municipal Departments,	Yes		
3	Corporate Governance	Document Management		The system must support secure reliable document management including, but not limited to: Document sharing, dedicated registry for document filling, document tracking, secure access to documents. Narrowing possible users according to Directorate and Department. Restrictions on subject files. Action on e-mails. Narrowing fields on different correspondence. The system must have the option to scan and store invoices and other documents on the supplier; Need for Audit and Enquiries purposes	Yes		
4	Corporate Governance	Document Management		Document management should originate at the lowest level of transaction. (i.e. invoices should originate from creditors module) Scanned documents and images to be linked to the 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). Option on outgoing links. Out of office option.	Yes		
5	Corporate Governance	Document Management		The system must be easy to use and have full integration with MS Office add-in. Logging of faults on system.	Yes		
6	Corporate Governance	Document Management		The system must do workflow management and routing. Reallocated task to be sent to more than one user.	Yes		
7	Corporate Governance	Document Management		The system must have provision for task management. Default due date for all tasks, 7 days to be completed, received by Manager. Deleting of tasks.	Yes		

8	Corporate Governance	Document Management		The system must have full user audit trails. Reports Fleet Management and tracking device activities to be included (eg, polling and tracking of municipal vehicles). System to have active layouts of updating and non-updating of vehicles. System to be Driver ID Tagging functional for individual driver registration. System ability for automated reports (eg daily trip summary, performance and driver scorecards, monthly utilisation and activity reports). System to be panic, battery and any other violation alerts functional. System allowing for alerts to be communicated , telephonic, email and sms platforms.	Yes		
9	Corporate Governance	General Ledger		The system must be able to configure cost centre security controls, i.e. who can post to what cost centre	Yes		
10	Corporate Governance	General Ledger		The system must have a Chart of Accounts that is mSCOA compliant	Yes		
11	Corporate Governance	General Ledger		The system must be able to cater for the municipal structure according to mSCOA requirements	Yes		
12	Corporate Governance	General Ledger		The system must be able to set up parameters that distinguish the multiple levels as per mSCOA and include multiple sub-items options for different classifications	Yes		
13	Corporate Governance	ICT		A normalized relational database must be used.	Yes		
14	Corporate Governance	ICT		Browser based application in accordance with the minimum systems requirements as set out by NT.	Yes		
15	Corporate Governance	ICT		Effective, flexible report-writing facility with access to the database dictionary is required .	Yes		
16	Corporate Governance	ICT		Bulk import of transactions facility.	Yes		
17	Corporate Governance	ICT		The system must have full audit trails on all activities on the system, date, time and responsible user stamped, 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.	Yes		
18	Corporate Governance	IDP, SDBIP & Performance information		The system must have an IDP and SDBIP module or capability, where each project on the budget can be linked to the IDP and SDBIP	Yes		
19	Corporate Governance	IDP, SDBIP & Performance information		The system should be able to automate the compilation of capital spending needs against SDBIP for monthly reporting	Yes		
20	Corporate Governance	IDP, SDBIP & Performance information		The system must have a fully-fledged Performance Management System	Yes		
21	Corporate Governance	Tax & VAT		The system must be able to interface to SARS eFiling as an option.	Yes		
22	Corporate Governance	VAT		The system must be able to generate VAT Reports	Yes		
23	Corporate Governance	VAT		The system must be able to perform VAT reconciliations	Yes		
24	Corporate Governance	VAT		System must be able to calculate the proportionate VAT percentage.	Yes		
25	Corporate Governance	VAT		The system must be able to differentiate between input tax types (Input Capex and Input Opex)	Yes		
26	Corporate Governance	VAT		The system must have the ability to process VAT correctly on invoices, discounts and journal entries	Yes		
27	Costing and Reporting	Cost Planning		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 a link to the billing and payroll modules exist. The costing module must be able to perform internal departmental billing based on a cost driver or based on activity based recoveries. Management reporting on all charges must be available for reports as well as dashboard information. Costing module should cater for daily and monthly/annual costing to ensure that daily wages and benefits can be calculated for temporary employees. Should also allow for package structuring in the case of Councillors and Directors.	Yes		
28	Customer Care, Credit Control and Debt Collection	Credit control and Debt collection		The system must have debt collection and management capabilities. Field to set parameters for the disconnections with the supervisor rights. The system must allow the capturing of debt arrangement form and it must also detect any debt arrangement defaults and allow reversal of agreement. System must have the capability to capture notes on the debtors account. Must be linked to Creditors and HR	Yes		
29	Customer Care, Credit Control and Debt Collection	Credit control and Debt collection		The system must have case management capabilities (legal fees & adjustments). If a third party is used for collections the system must have capabilities to accept bulk import of receipts as well as charges and handovers.	Yes		
30	Customer Care, Credit Control and Debt Collection	Credit control and Debt collection		The system must be able to automate reconnection requests (unblocking of customer services upon payment receipt) by means of work orders for conventional meters. System must have the capability to do bulk blocking and unblocking of prepaid meters. System must be able to generate tickets for disconnection of conventional meters and automated journals for disconnection and block list.	Yes		
31	Customer Care, Credit Control and Debt Collection	Credit control and Debt collection		The system must cater for the entire management and performance of Credit Control Technical Actions workflow process, linking responsibilities to persons.	Yes		
32	Customer Care, Credit Control and Debt Collection	Credit control and Debt collection		The system should provide that each customer should have an online account that they can log into to view their account status including the amounts due. The system must be able to send SMS messages and /or email messages as part of the Credit Control, Debt Collection or Indigent Management process and receive and document responses thereto. Customer Care Business Process to be integrated with Business Whatsapp functionalities. The system must be able to send SMS messages per single or multiple account, Street, Town and/or Ward selections - to inform affected areas of service downtimes and municpal notices. The system must be able to send SMS messages to an imported/copied database list of non-registered cellnumbers. The system must be able to provide a SMS receipt status reporting per cellphone number. Cellphone numbers with 100% failed delivery status should be removed from the Database automatically every 6 months. The system must be able to receive a reply to an SMS and allow to manually document relevant messages for record keeping. The system must be able to allocate a reference number to each correspondence via SMS receieved and send an automated reference number to the customer. The system must have a search function for finding record on SMS messages sent and responses received per cellphone number. The system must be able to identify duplicate cellphone numbers and only send one SMS per number. The system must be able to identify landline numbers starting with 023 and 021 to avoid SMS messages being sent to those numbers.	Yes		
33	Customer Care, Credit Control and Debt Collection	Credit control and Debt collection		The system must be able to send invoices or reprinted copies of invoices via email, or have the ability to provide for these in a format that could be emailed, such as PDF	Yes		

34	Customer Care, Credit Control and Debt Collection	Credit control and Debt collection		The system must be able to allow for the allocation of funds to the individual customer to trigger instructions to unblock/reconnect services.	Yes	
35	Customer Care, Credit Control and Debt Collection	Credit control and Debt collection		The system must have real time processing to allow all payments to reflect on customer record immediately	Yes	
36	Customer Care, Credit Control and Debt Collection	Customer relations		Customer registration must be done electronically on the system and printed out to be signed. Complete Customer Care Business Process to be integrated with Municipal GIS System in order for accurate Ward and Geo-based Statistical Reports.	Yes	
37	Customer Care, Credit Control and Debt Collection	Customer relations		The system must have automated customer correspondence capabilities which includes, but is not limited to, automated responses to customer enquiries, linking a reference number to the customers account, System to be able to allow for automated sms and or Business Whatsapp notifications and responses. (Eg: Call Log Ref Nrs)	Yes	
38	Customer Care, Credit Control and Debt Collection	Customer relations		The system must be able to support automatic sending of notifications and reminders.	Yes	
39	Customer Care, Credit Control and Debt Collection	Customer relations		System to be able to support automated sending of Electronic (email) notifications and reminders.	Yes	
40	Customer Care, Credit Control and Debt Collection	Customer relations		The system should have easy export facilities to Word and Excel and PDF. System to be able to allow for easy export facilities to Word, Excell, PDF - (Generating of analytical or statistical reports).	Yes	
41	Customer Care, Credit Control and Debt Collection	Customer relations		The municipality should be able to flag the system for information to reflect on the tax invoice	Yes	
42	Customer Care, Credit Control and Debt Collection	Customer relations		System to have touch screen interface capabilities. The system must display components of the following items on an individual screen: Water, electricity, rates, sewerage, valuations, debt collection/credit control,etc. The system must be able to generate reports of zero consumption or low consumption according to limits set by the person who wants to generate a report. This is for audit purposes,credit and prepaid meters. The meter nr must be connected with the address and owner of the premises. System to be able to generate workflow history jobcards. System to be able to perform customer satisfaction surveys. System to be able to delegate and reallocate tasks functionalities to more than one user.	Yes	
43	Customer Care, Credit Control and Debt Collection	Indigent management		The system must allow for the registration of new indigent customers and for the maintenance of the indigent register. Indigent registration must be done electronically on the system and printed out to be signed. The system should have audit trial capabilities for changes made.	Yes	
44	Customer Care, Credit Control and Debt Collection	Indigent management		The system should have an integrated indigent register with the functionality to generate correspondence to applicants whose subsidy is about to expire.	Yes	
45	Customer Care, Credit Control and Debt Collection	Revenue		The system must be able to allow for all payments, pre-paid vending and cashier balancing on one system. (Website or portal available for the consumer where all the applications forms can be completed {with built-in reference codes} once submitted it must have the option to pay now and if the consumer clicks on that it must take him/her to the bank portal where he/she make the payment, once the payment the notification must be sent to technical service so that they can go and do the work and complete the application by puting meter numbers and readings and that must be integrated to the billing module). If the consumer chooses not to make the payment on the portal a reference must be generated and he/she must use the reference and only once payment is made at the cashier point or EFT, technical services gets the notification.	Yes	
46	Customer Care, Credit Control and Debt Collection	Revenue		The system must support issuing of electronic rates clearance certificates	Yes	
47	Customer Care, Credit Control and Debt Collection	Revenue		The system must support debit order run & receipting capabilities	Yes	
48	Customer Care, Credit Control and Debt Collection	Revenue		The system must be able to generate cash receipting from bank statement to allocate the amount to the correct account number	Yes	
49	Financial Accounting	Accounts Payable		The system must be able to do three way invoice matching (PO-Invoice-Payment)	Yes	
50	Financial Accounting	Accounts Payable		The system must allow for part payments.	Yes	
51	Financial Accounting	Accounts Payable		The system must allow for additional authorisation to change the value of a PO line.	Yes	
52	Financial Accounting	Accounts Payable		The system must have credit note creation capabilities	Yes	
53	Financial Accounting	Accounts Payable		The system must have retention fees/ invoices capability must be automated from payments , updated and balancing	Yes	
54	Financial Accounting	Accounts Payable		The system must be able do transact trade and settlement discounts	Yes	
55	Financial Accounting	Accounts Payable		The system must have capabilities to perform age analysis and link it to the captured invoice. Reports and history as per Creditors invoices and payments	Yes	
56	Financial Accounting	Accounts Payable		The system must be able to print and send remittance statements to suppliers electronically via email. Must flag duplicate bank accounts on different creditors	Yes	
57	Financial Accounting	Accounts Payable		System must be able to flag a creditor to stop all future payments, for example for a ITA88 deduction.	Yes	
58	Financial Accounting	Accounts Payable		The system must have supplier payment enquiry functions.	Yes	
59	Financial Accounting	Accounts Payable		The system must accommodate for all sundry payments such as "subsistence and travelling". The system must be able to generate sundry creditors (refunds hall deposits, etc) on a different basis as, without normal supply chain procedure. Rates for subsistence and traveling to be saved on system in a table format. System should then automatically calculate payment based on km, and vehicle information inserted and it must also be in line with the SARS travel and subsistence regulations. System should also allow for individual payroll payments during the month. Examples-payment for employee that resigns in the middle of a month. - overtime that was mistakenly not paid to employee and should be paid before next payroll date	Yes	
60	Financial Accounting	Accounts Payable		The system must have the ability to access supplier information real-time	Yes	
61	Financial Accounting	Accounts Receivable		The system must have the ability to link debtor invoices with credit notes and reversals	Yes	
62	Financial Accounting	Accounts Receivable		The system must be able to provide a debtors ledger per individual debtor and in aggregate. To be able to do debtors month end	Yes	
63	Financial Accounting	Accounts Receivable		The system must have a debtors age analysis that can be exported to Excel. Transaction reports, movement reports etc	Yes	

63	Financial Accounting	Accounts Receivable		The municipality should be able to check and draw reports on a daily basis regarding billing per tariff code, adjustments made and whether debtors balance with control accounts. These reports should provide month and year to date information in one report. Transaction and history reports	Yes		
64	Financial Accounting	Accounts Receivable		The system must be able to support interest calculations that are calculated on a daily basis on overdue accounts	Yes		
65	Financial Accounting	Fixed Asset Management		<u>Transactions</u> : The system must provide for all transactions relevant to asset management (capitalisation, commissioning, transfers, revaluations, donations, disposals, impairment, split assets, consolidate assets, review of useful lives and roll-back options and back-date for all)	Yes		
66	Financial Accounting	Fixed Asset Management		<u>Other Transactions</u> : The system must provide for prior year errors and change in accounting estimates	Yes		
67	Financial Accounting	Fixed Asset Management		<u>Asset Descriptions</u> : The system must allow for several description lines and long descriptions and include fields for Serial/VIN numbers and registration numbers.	Yes		
68	Financial Accounting	Fixed Asset Management		<u>Locating Assets</u> : The system must have capabilities to locate fixed assets (i.e. tracing back to capital line number, asset number, address, GIS Link, etc.)	Yes		
69	Financial Accounting	Fixed Asset Management		<u>Locating Assets</u> : The system must have an accurate asset management linked to GIS (with interface option). Information pertaining to assets created should be geo referenced to allow for information gathering	Yes		
70	Financial Accounting	Fixed Asset Management		<u>GRAP compliant</u> : The system must be able to maintain an accurate and compliant asset register with all fields as required by all relevant GRAP standards.	Yes		
71	Financial Accounting	Fixed Asset Management		<u>mSCOA compliant</u> : The system must comply with mSCOA requirements with respect to reporting, but still be able to report in the current required NT reports. Asset Classes needs to be added and should accommodate CDIMS structure	Yes		
72	Financial Accounting	Fixed Asset Management		<u>Funding</u> : The system must be able to link assets to relevant funding source and funding register. Add Cost splitting so that each line item shows how much was obtained from certain funding sources	Yes		
73	Financial Accounting	Fixed Asset Management		<u>Projects</u> : The system must make provision for projects over several years as well as work-in-progress assets not yet commissioned.	Yes		
74	Financial Accounting	Fixed Asset Management		<u>Verification</u> : The system must be able to facilitate the verification process as required in terms of Councils Asset Policy & Asset Counts performed by scanners supported (including software developed for hand-held scanners) or integration with 3rd party systems.	Yes		
75	Financial Accounting	Fixed Asset Management		<u>Transfers</u> : The system must be able to support inter departmental asset transfers as well as transfers between different asset classes/categories. Also include history changes of responsible person to create better accountability	Yes		
76	Financial Accounting	Fixed Asset Management		<u>Depreciation</u> : The system must make provision for different methods of depreciation ; depreciation must be calculated as required as per policy (e.g.. monthly, quarterly, annually)	Yes		
77	Financial Accounting	Fixed Asset Management		<u>Depreciation</u> : If an asset was incorrectly depreciated, the system should allow for roll-back of all depreciation, or a portion of the depreciation if depreciation must be rolled-back to the start of the applicable financial year.	Yes		
78	Financial Accounting	Fixed Asset Management		<u>Main Ledger</u> : Reconciliation options should be available on system in order to trace errors easily	Yes		
79	Financial Accounting	Fixed Asset Management		<u>Reporting</u> : Notes and Annexures to the Annual Financial Statements must be obtainable in the exact format as required for all assets for comparative years as well. Should include list of all adjustments made for a financial year with reasons	Yes		
80	Financial Accounting	Fixed Asset Management		<u>Reporting</u> : All information should be easily available for reporting purposes and extracting to Excel	Yes		
81	Financial Accounting	Fixed Asset Management		<u>Disposals</u> : The system must be able to recognise a profit or loss incurred due to a disposal of an asset.	Yes		
82	Financial Accounting	Fixed Asset Management		<u>Disposals</u> : The system must be able to support partial disposal of assets & different methods of disposal (e.g.. Donation, auction, tender, insurance etc.)	Yes		
83	Financial Accounting	Fixed Asset Management		<u>Barcoding</u> : The system must be able to provide for several barcoded items to be linked to one asset number (e.g.. Grouped assets such as chairs)	Yes		
84	Financial Accounting	Fixed Asset Management		<u>Insurance</u> : The system must be able to link assets to relevant insurance portfolio and include a field for replacement values. The system must also include the warranty duration as well as service intervals for vehicles and plant.	Yes		
85	Financial Accounting	General Ledger		The system must have journal capturing capabilities (including reversible and recurring journals) including electronic approval. Journals must be import from an prescribed form. Supporting documents should be uploaded to be linked to journal on GL	Yes		
86	Financial Accounting	General Ledger		The system must be able to reconcile all sub Ledgers to the General Ledger	Yes		
87	Financial Accounting	General Ledger		The system must be able to cater for Trial Balance, Income Statement, Balance Sheet and Cash Flow Statements Monthly, Quarterly and Annually	Yes		
88	Financial Accounting	General Ledger		The system must be able to generate sub items ledger accounts	Yes		
89	Financial Accounting	General Ledger		The system must support integrated posting to the General Ledger	Yes		
90	Financial Accounting	General Ledger		The system must be able to support Month-end and Year-end run functionality. System should have a functionality to warn you if a payroll was paid and month end has not been run to prevent you from capturing information in the incorrect month/year.	Yes		
91	Financial Accounting	General Ledger		The system must be able to support Year-end - Period 13 (Processing of old year transactions) run functionality	Yes		
92	Financial Accounting	General Ledger		Automatic migration of comparative figures and balances to mSCOA chart	Yes		
93	Financial Accounting	General Ledger		Cater for Prior-year adjustments journals after June 2017 to automatically adjust the opening balances on mSCOA	Yes		
94	Financial Accounting	General Ledger		Capability to extract one General Ledger with all transactions included, separating each line item. (with original budget, amended budget and total (Y.T.D balance) per line item, testing against trial balance that it balances.	Yes		
95	Financial Accounting	General Ledger		A single trial balance must be available (debits and credits)	Yes		
96	Financial Accounting	General Ledger		The system must be able to cater for (monthly/quarterly/annually) SOF Position and Performance	Yes		
97	Financial Accounting	General Ledger		The system must be able to cater for Cash flow statement (monthly/quarterly/annually)	Yes		

98	Financial Accounting	Insurance Claims		The system should have claim capturing & processing capabilities. Processing capabilities should include dates for submission, dates (calender) for follow ups of insurance procedures, and ability to attach documents to actual claim. Relevant reports should be available for type of claims of period of time, with relevant information to be extracted as the need occurs. Report on outstanding claims, for debtor to be raised, ect Income from previous year claims received. (Manual journals are normally passed) Possible link to AR for write offs - disposal of asset	Yes	
99	Financial Accounting	Insurance Claims		The system should have a workflow process where departments will be able to report on incidents electronically.	Yes	
100	Financial Accounting	Investments		The system should reflect and have a reconciled (to main ledger) portfolio for investments and provision for accrued interest. The Investment Register must be hosted within the financial system. As investments are made, withdrawn or interest accrued it must update the investment register. The document management functionality must interface with the Investment register in order to save relevant supporting documents to each investment. Management must be able to extract the Investment Register from the financial system with supporting documents upon request.	Yes	
101	Financial Accounting	Fixed assets Management		The system must manage the whole aspect of all capital projects from managing the tender process to the final completion of the project including contract management and SCM Process,	Yes	
102	Financial Accounting	Fixed assets Management		An unbundled process must be included whereby all engineering capital assets are created with coordinates to be linked to the financial asset register.	Yes	
103	Financial Accounting	Loan Register		The system should have a reconciled portfolio for loans. The Loan Register must be hosted within the financial system. As loans are made (money withdrawn), mature, redeemed or interest accrued/ paid, it must update the loan register. The document management functionality must interface with the loan register in order to save relevant supporting documents to each loan. Management must be able to extract the Loan Register and calculated amortisation tables from the financial system with supporting documents upon request. (Linked with Creditors and HR)	Yes	
104	Financial Accounting	Revenue		The system must be able to create & maintain the accounts of sundry debtors	Yes	
105	Financial Accounting	Revenue		The system must cater for trade and sundry invoices, i.e. system must allow for the customisation of invoices. The system must be capable to do loans and rentals and provide reports	Yes	
106	Financial Accounting	Vehicle registration		The system must allow for a description on the receipts to enable the identification of money received (traffic department) and receipted (revenue department) in different periods.	Yes	
107	Financial Accounting	Vehicle costing		The system must be able to cater for expenditure occurred on vehicle components (fuel, oil, tyres, etc.) to link to the relevant general ledger.	Yes	
108	Financial Accounting	Vehicle costing		The system must be able to transact on vehicle components (fuel, oil, tyres, etc.) Per vehicle registration number and plant bar code. Must be linked with Creditors and Assets	Yes	
109	Financial Accounting	Vehicle costing		Various reports to be generated for statistics on vehicle components (e.g.. fuel consumption, etc.)	Yes	
110	Full Asset Life Cycle Management including Maintenance Management	Fixed assets Management		Manage the full asset life cycle;	Yes	
111	Full Asset Life Cycle Management including Maintenance Management	Fixed assets Management		Annually report on committed grant expenditure and produce the application for roll over funding;	Yes	
112	Full Asset Life Cycle Management including Maintenance Management	Fixed assets Management		Compile and monitor expenditure against the asset maintenance plans; as well as report on the use of suppliers on the proposal list The system should be able to generate notifications and check sheets according to a predetermined maintenance program and register feedback when the task is completed within a preset time/period. The maintenance cost for a specific asset must be recorded for budgeting purposes.Should be able to upload photos for record keeping.	Yes	
113	Full Asset Life Cycle Management including Maintenance Management	Fixed assets Management		Seamless integration with a Geographical Information System (GIS).	Yes	
114	Full Asset Life Cycle Management including Maintenance Management	Fixed assets Management		Must be able to track warranty periods by components as well as the service intervals on vehicles and plant as well as the roadworthy dates on trucks a month before licence expires.	Yes	
115	Grant Management	Subsidies		Provide for a grant register linked to ledger accounts.	Yes	
116	Grant Management	Subsidies		Automate receipt allocation of grants.	Yes	
117	Grant Management	Subsidies		Automate payment allocations.	Yes	
118	Grant Management	Subsidies		Link to mSCOA funding source with budget control.	Yes	
119	Grant Management	Subsidies		Provide for reporting in accordance with regulation and internal control. Allow financial and labour statistics on Grant funded projects to be filtered through to all departments.	Yes	
120	Human Resource and Payroll Management	Human Resources		System must allow for maintaining of posts to ensure that vacant posts are identified on a separate report. Allow to extract EE report from the system to report online	Yes	
121	Human Resource and Payroll Management	Human Resources		System must be able to update the personnel structure with each appointment, resignation etc. When the structure gets loaded on to the system, new grading numbers that follows a chronological order must be created as well as new personnel numbers.	Yes	
122	Human Resource and Payroll Management	Human Resources		System must allow uploading of HR policies and procedures and other relevant documentation. Must also allow the uploading of employee profile for example CV, appointment letter, qualifications, driver's licence etc. Criteria in HR policies should be linked to Timesheets. Example: one cannot capture overtime on the same date that leave are booked on time sheet.	Yes	
123	Human Resource and Payroll Management	Human Resources		The system must accommodate job evaluation procedures	Yes	
124	Human Resource and Payroll Management	Human Resources		The system must be able to generate standardised letters for: Unsuccessful applicants & Offer of employment	Yes	

125	Human Resource and Payroll Management	Human Resources		The system should support e-recruitment applications to be generated into long lists from the information that have been captured by applicants. Potential employees should be able to apply online.	Yes	
126	Human Resource and Payroll Management	Human Resources		The system should be able to generate automated messages to online applicants (i.e. unsuccessful candidates, acknowledgement of receipt)	Yes	
127	Human Resource and Payroll Management	Human Resources		System must be able to track monitor salary budget versus actuals including but not limited to- - maintaining strict control over the creation or modification of positions - maintaining position-related costs in line with available funds, Budget should be linked to Timesheets-if votes are used but no budget is available you should not be able to capture against this vote.	Yes	
128	Human Resource and Payroll Management	Human Resources		System should be able to give employment history of employees. i.e. date of when the employee joined the organisation and if any change in job should indicate the job change title, remuneration detail and date thereof. Include pension fund, medical fund, group insurance, long service, tax nr etc.	Yes	
129	Human Resource and Payroll Management	Human Resources		System should allow maintenance of employee records to include Occupational Categories, Occupational Levels, T-scales, and Votes. Authorisation should be required for any new appointment. This includes extending of contract dates and reinstating employee that was previously capture as leaver. Authorisation should indicate the change that requires authorisation.	Yes	
130	Human Resource and Payroll Management	Leave		System must have a fully functional leave module which will link to the employee self service module. Must include reports per department to check sick leave and leave totals per department. The leave should also link to the Timesheet	Yes	
131	Human Resource and Payroll Management	Leave		System must have sick leave and absenteeism exception reports to assist in identifying leave abnormities.	Yes	
132	Human Resource and Payroll Management	Leave		All types of leave should be available, including leave requests for hours of leave.	Yes	
133	Human Resource and Payroll Management	Organisational Management		System must be able to maintain the approved personnel structure. Also for Temporary workers	Yes	
134	Human Resource and Payroll Management	Organisational Management		System should have an audit trail of who made changes to employee information or Staff Establishment.Only certain officials must have acces to personnel information because of the confidentiality thereof.	Yes	
135	Human Resource and Payroll Management	Payroll		The system must be able to easily integrate with banks. Seamless upload of payroll information from multiple different payrolls available. Authorisation should be required for add/edit on any banking details of employees. PDF should create indicating before and after changes with every change of bank account. This includes change of bank account of Third parties, beneficiaries ofgarnishee orders and bond accounts.	Yes	
136	Human Resource and Payroll Management	Payroll		The system must support the large number of employees on a database with all relevant employee files and records. Payroll system should allow for calculatoin and implementation of backpay. Payroll system should allow for notch increases. Option should be available for emailing of payslips to employees. System should allow dummy payroll calculation	Yes	
137	Human Resource and Payroll Management	Payroll		The system should support all relevant payroll reporting including (but not limited to): - Tax calculations - Fringe benefit calculations - COID (Compensation for occupation injury and diseases) -Skills levy & UIF MONTHLY SCHEDULES FOR MEDICAL AID AND PENSION FUNDS MUST BE ADAPTABLE ACCORDING TO THIRD PARTY REQUIREMENTS. Also for Employment equity and SALGAs required reporting	Yes	
138	Human Resource and Payroll Management	Payroll		The system must be able to produce a salary budget, For permanent and temporary staff	Yes	
139	Human Resource and Payroll Management	Payroll		The system must facilitate overtime exception reporting in various formats requested, comparing different periods and departments	Yes	
140	Human Resource and Payroll Management	Payroll		System must allow for the split of the basic salary and council contributions to more than one line item/ cost centre. System should also allow for structured packages	Yes	
141	Human Resource and Payroll Management	Payroll		The system must allow for the printing of standard reports, detail and summarizes, to support 3rd party payments	Yes	
142	Human Resource and Payroll Management	Payroll		The system must allow for a seamless process to extract leave statistics by employee or group in an Excel spread sheet format that shows all the leave types, System should also calculate leave payout and leave provisions automatically per employee based on selected number of days.	Yes	
143	Human Resource and Payroll Management	Payroll		The system must allow for 3rd party payments separately. METHOD TO PROCESS PAYMENTS DURING THE MONTH TO INDIVIDUALS	Yes	
144	Human Resource and Payroll Management	Payroll		System must allow for timesheets to be captured and approved on system System must allow for allocation of overtime of one employee to various line items/ cost centres. Overtimesheets should be linked electronically to Timesheets. When an employee reaches 40 hours for overtime an automatic notification will be sent to the administration clerk in the department to request approval from the MM before the timesheet can be submitted to the salary unit. As soon as overtime is approved by relevant manager and director it should pull through to the Timesheet. The same with leave when it is approved.	Yes	
145	Human Resource and Payroll Management	Payroll		The system must support seamless integration with SARS (IRP5 interface). System should export file to be seamlessly imported to Easyfile.	Yes	
146	Human Resource and Payroll Management	Payroll		Unpaid leave must automatically pull through to payslip information. LEAVE AND LONG SERVICE PAYOUT CALCULATIONS SHOULD BE AUTOMATED CALCULATION OF PROVISION FOR LEAVE AND LONG SERVICE SHOULD BE AUTOMATED SYSTEM BASED CALCULATION FOR SENIOR MANAGEMENT TEAM CLAIM PAYOUTS. Unpaid leave on timesheet should be automatically deducted from monthly salary.	Yes	
147	Human Resource and Payroll Management	Payroll		The system must have capabilities to manage garnishees orders and must prevent over-deductions. Must cater for a start and end date as well as extra deduction during bonus month for some garnishee orders.	Yes	

148	Land Use Building Control	Land Use and Building Control		A interface must exist between Town planning and Building control modules to continuously check and flag if conditions are completed.	Yes		
149	Land Use Building Control	Property		The ability to manage the property value chain in the municipality, this encompasses all property transaction within the municipal environment to be fully integrated with an external GIS system, with SGO, deeds office and our GIS. Municipal asstets and facilities are to be kept on system to allow for easy access to statistics and information pertaining to new project applications.	Yes		
150	Land Use Building Control	Property		Property related data in the GIS system must not be duplicated in the ERP/ FMS system and vice versa and must be the same data as used in FMS	Yes		
151	Land Use Building Control	Building Control		The system should be able to automate building plan submissions and approvals from a central data set with tracking capabilities. The system should be able to integrate with the debtors information for the reimbursement of deposits	Yes		
152	Land Use Building Control	Land Use		The system should be able to automate Land Use Application submissions and approvals from a central data set with tracking capabilities including a zoning certificate. The system should be able to automate Liquor Licence applications, NEMA applications as well as Enforcement Procedures.	Yes		
153	Land Use Building Control	Land Use and Building Control		The system must be able to connect non spatial data (all financial information and historical records) with spatial data (plans) in a spatial environment (GIS) to assist with future planning, maintenance planning, to make informed prediction to take precaution, etc.	Yes		
154	Land Use Building Control	Building Control		Document management for building plans and minor encroachments.	Yes		
155	Land Use Building Control	Fixed assets Management		Integration with the asset register for municipal properties.	Yes		
156	Land Use Building Control	Land Use and Building Control		Where a 3rd party GIS system is used integration should be seamless.	Yes		
157	Land Use Building Control	Land Use and Building Control		Must be able to align property register with the Surveyor General register.	Yes		
158	Land Use Building Control	Land Use and Building Control		Town, township, suburb, street, erf, subdivision and sectional title detail must be aligned to the deeds office and Demarcation Board specifications.	Yes		
159	Land Use Building Control	Revenue		Integration with billing and valuation systems.	Yes		
160	Municipal Budgeting, Planning and Financial Modelling	Budget		The system must have capital budget and operating budget capabilities. Must have budgeting capabilities in that the budget are informed from the integrated development plan (IDP) and budget capturing occur across all the mSCOA segments as per the mSCOA Regulations, 2014. The financial system must allow the municipality to budget for its full organogram (organisational structure). Ensure that the planned positions are budgeted for pro-rata to when the expected appointments can be done.	Yes		
161	Municipal Budgeting, Planning and Financial Modelling	Budget		The system must have cash flow budget capabilities for the Statement of Financial Performance and Statement of Financial Position. The system to have cash flow versus planned cash flow to flag slow start or other intermitant project hindernesses.	Yes		
162	Municipal Budgeting, Planning and Financial Modelling	Budget		A seamless interface to populate the operating budget from a third party salary budget must be available.	Yes		
163	Municipal Budgeting, Planning and Financial Modelling	Budget		The budget module must have the capability to budget over all the 7 mSCOA segments on the system. Utilising historical trends, calculate the likely provision for leave and bonus provisions. This function should also be able to anticipate (if applicable) any long service allocations.	Yes		
164	Municipal Budgeting, Planning and Financial Modelling	Budget		The budget module must be project driven (Budget to be compiled live on the financial system with project based approach). 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.	Yes		
165	Municipal Budgeting, Planning and Financial Modelling	Budget		The budget module must have capabilities to capture the budget from each of the 7 segments. The system must allow for operational and capital expenditure budgeting on all 7 segments. As Expenditure budgeting is captured the financial system must automaticaly generate the balance sheet leg of the budget with the 7 segments. The system must generate the cashflow budget on mscoa vote level based from the balance sheet budget generated in the system. Reports must be able to be extracted to see the votes with the segmentation that populate the cashflow budget. The financial system must allow for forecasting the budget for internal departmental charges (costing) from the billing system. As consumption changes a report must be able to be extrated to indicate where budget adjustments are required. The financial system must allow for forecasting the budget for vehicle costingfrom the vehicle costing module based on historical trends and projected data. As new vehicles are purchased, maintenance are performed, expenditure incurred on vehicles or vehicles disposed, a report must indicate where budget adjustments are required on vehicle costing	Yes		
166	Municipal Budgeting, Planning and Financial Modelling	Budget		The system must be able to budget, track and report on budget vs. actual amounts. The requirement is 3 years audited outcomes, original budget, multiple adjustment budgets in current financial year in separate columns and 3 future MTREF budget years. The financial system must be able to forecast the revenue budget based on historical consumption data, projected tariffs and valuation information. The revenue budget generated must budget for the full mscoa segments on both the revenue and balance sheet item	Yes		
167	Municipal Budgeting, Planning and Financial Modelling	Budget		Budgeting per mSCOA budget line item should be captured in detail per month - must be zero based budgeting as per NT requirement	Yes		

168	Municipal Budgeting, Planning and Financial Modelling	Budget		Must be able to calculate percentage increases / decreases on user defined columns. The financial system must allow for forecasting the asset maintenance budget projections from the asset maintenance planning module. The maintenance budget must cater for infrastructure and non-infrastructure maintenance as per mSCOA requirements and per municipal department and functions. The maintenance budget must be broken down to lowest mSCOA project and Item level.	Yes	
169	Municipal Budgeting, Planning and Financial Modelling	Budget		The budget module must have the capability to provide depreciation forecasting for the MTREF	Yes	
170	Municipal Budgeting, Planning and Financial Modelling	Budget		The budget module must have the capability to provide interest on external loans forecasting for the MTREF	Yes	
171	Municipal Budgeting, Planning and Financial Modelling	Budget		The budget module must have the capability to perform virements and keep track thereof.	Yes	
172	Municipal Budgeting, Planning and Financial Modelling	Budget		The budget module must be able to differentiate between virements and adjustments budgets and keep 100% track of all changes and be able to list these with dates	Yes	
173	Municipal Budgeting, Planning and Financial Modelling	Budget		The budget module must have a functionality to provide bar charts on a comparative basis for user defined classifications between actuals and budgets for the selected years.	Yes	
174	Municipal Budgeting, Planning and Financial Modelling	Budget		The system must have projection capabilities where the source year or budget can be chosen.	Yes	
175	Municipal Budgeting, Planning and Financial Modelling	Budget		The Report Writer should not be limited by the number of columns	Yes	
176	Municipal Budgeting, Planning and Financial Modelling	Budget		The system must have audit trail capabilities showing submissions & changes by authorised users	Yes	
177	Municipal Budgeting, Planning and Financial Modelling	Budget		The system must be able to populate all the reporting requirements as stipulated by the Budget and Reporting Regulations	Yes	
178	Municipal Budgeting, Planning and Financial Modelling	Budget		The system must be able to convert all budget reports to PDF for purposes to place it on the website of the municipality as stipulated by the MBRR	Yes	
179	Municipal Budgeting, Planning and Financial Modelling	Budget		Must have trend analysis and exception reporting capabilities. The budget module must have the functionality to provide dashboards for financial information such as actuals vs budget. (MFMA Circular 71 can be used as guideline) System must enable data extraction (data string) from the 7 segments and upload to the National Treasury local government Database (LG Database) portal. System must enable data extraction (data string) from the IDP budgeting module	Yes	
180	Municipal Budgeting, Planning and Financial Modelling	Budget		The system must be able to create and populate the budget document as required in terms of the Budget and reporting regulations	Yes	
181	Municipal Budgeting, Planning and Financial Modelling	General Ledger		Report writer should not limit number of columns 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. The Employee related Cost and Remuneration of Councillors budget and National Treasury budget supporting schedules must be populated from the salary sub-ledger based on abovementioned criteria	Yes	
182	Municipal Budgeting, Planning and Financial Modelling	General Ledger		Users should be able to define their own columns and must be able to report on Original Budget, Virement Budgets and Amended budget for multiple adjustments budgets figures separately.	Yes	
183	Municipal Budgeting, Planning and Financial Modelling	General Ledger		Reports must be available to extract transactions accumulated per month and transactions accumulated year to date	Yes	
184	Municipal Budgeting, Planning and Financial Modelling	Fixed assets Management		There must be a maintenance model for the engineering capital assets to prolong the lifespan of the asset.	Yes	
185	Municipal Budgeting, Planning and Financial Modelling	Budget		Ensure that the budget is funded. Must be interlinked with Creditors/HR Enable users with budget and management information to determine funding adequacy of the budget to ensure the budget is funded.	Yes	
186	Municipal Budgeting, Planning and Financial Modelling	Budget		Calculate departmental charges in the cost centre The financial system must allow for forecasting the Depreciation budget from the Asset module based on the asset portfolio, expected useful life and Remaining useful life of the assets. The budget must provide for all mSCOA segments on the expenditure and Balance sheet items The financial system must allow for forecasting the Insurance premiums, excess, and brokerfees budget from the Insurance Register module within the financial system. The budget must provide for all mSCOA segments on the expenditure and Balance sheet items The financial system must allow for forecasting the Loans redemption and Interest budget from the Loan register module within the financial system. The budget must provide for all mSCOA segments on the expenditure and Balance sheet items The financial system must allow for forecasting the Investments and Interest on investments budget from the Investment register module within the financial system. The budget must provide for all mSCOA segments on the expenditure and Balance sheet items	Yes	
187	Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable	Contract register		System must force the use of a tender number, item and sub item number when issuing an order. The contract register should allow for the full reporting of project milestones met and to include unsuccessful tender or tenders not awarded.	Yes	

188	Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable	Contract register		System should allow for electronic contract register that includes orders issued, invoices received and payments made. The system should track all changes made to contract register to allow for individuals to be flagged or notified of said changes. The system should allow for seamless intergration and should flag all effected users on project milestones met or not yet reached	Yes		
189	Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable	Financial Reporting		The system must be able to facilitate the import of accruals to the month end balances for reporting purposes only.	Yes		
190	Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable	Stores		System must allow for the matching of items below re-order levels to requisitions not finalised and orders not delivered on. It is important that items that where issued, but not updated to GL, reflect on quantity available to reflect actual stock. Stock on order must also reflect on relevant stock item	Yes		
191	Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable	Stores		The system must have stock counting and stock adjustments capabilities	Yes		
192	Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable	Stores		The system must be able to accommodate goods receipts processes. The goods receipts processes must somehow be linked to creditors. This can only work if invoices of items received are batched immediately, as good received are immediately updated to stores, in order to issue items which was requested asap.	Yes		
193	Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable	Stores		The system must provide for electronic requisitions by departments when requesting stock and a notification to the requesting department if insufficient stock is available. Automatic e-mail to stores notifying that demand exceeds the stock on hand. Stores requisitions must be electroniccally received as an unassigned task en the first storeman who opens the requisition, take ownership of the specific request. The actual issue must be integrated with the Store and the GL. When wrong votes which are not material & supplies, consumables are used for store items, it should not allow transaction for issue to take place.	Yes		
194	Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable	Stores		The system must have three way matching capabilities (comparing purchase order, delivery note and requisition). Stores requisitions must be electroniccally received as an unassigned task en the first storeman who opens the requisition, take ownership of the specific request. The actual issue must be integrated with the Store and the GL. When wrong votes which are not material & supplies, consumables are used for store items, it should not allow transaction for issue to take place.	Yes		
195	Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable	Stores		The system must be able to cater for returns to stores	Yes		
196	Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable	Stores		The system must be able to cater for returns to suppliers	Yes		
197	Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable	Stores		The system must be able to cater for transfer of stock from one store to another and to secondary locations	Yes		
198	Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable	Stores		The system must be able to handle recurring orders	Yes		
199	Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable	Stores		The system must have the ability to attach supporting documents (invoices, delivery notes, material data sheets) electronically. Stock issue template should be generated. It should include all relevant information. Document should be printed for Store man to confirm with signature that items were issued, and person who collects must confirm by signing for items	Yes		
200	Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable	Stores		The system must be able to cater for revaluation of stock item costs. Langeberg Municipality uses weighted average, system must be able to re-calculate the value of stock if new stock are received, to issue stock items at weghted average	Yes		
201	Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable	Stores		The system must be able to cater for all types of stock losses (shrinkages, handling losses, leakages, etc.)	Yes		

202	Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable	Stores		The system must be able to maintain the history of stock purchased and from which supplier. System must be able to gerate several reports with regard to stock movement.	Yes		
203	Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable	Stores		The system must have budget control capabilities. Budget control must be included, but should not hamper service delivery (use of password to override vote and/or add approval notice from CFO	Yes		
204	Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable	Supply Chain Management		The system must be able to seamlessly integrate with the Western Cape Supplier Database (import information of all fields ito applicable legislation on a daily basis) and update system on a daily basis. Electronically Tender process. Bid Specification Committee (BSC): Register a bid on the system and automatically provide bid number and date allocated. Select project name linked to budget. Submit a request to MM office to appoint BSC, then the BSC compile specs and bid doc on the system and submit it to the relevant director for approval via electronic system. once the bid doc has been approved by the relevant director it will submit it to SCM to print out bid doc. SCM will print bid doc and provide it to user dept. after which the user dept. can send an advert via electronic system to communication dept. to place an advert on the website (as advertised on newspaper). on the closing date of tender SCM will record the received bids and write in bid name and bid amount (if practical possible) in the system and submit it to BEC. Bid Evaluation Committee (BEC): It must schedule their meetings on the system and submit it to all BEC members to confirm/ decline/request other date on the system. After the BSC meeting have been held and the bid evaluated the report must be attached into the system and be send to a relevant SCM official to compile agendas. Once the agenda is compiled it must be attached onto the system and be submitted to all BAC members via electronic system. Bid Adjudication Committee BAC: BAC will meet and decide on all the reports served to them and make final decision (depending on delegations) or recommendations to each bid. Once the BAC resolutions has been certified by the CFO, the report will be attached onto the system and be submitted to the Accounting Officer (AC). Then the AC will make a decision to approved / disapproved the bid and submit his decision back to BAC (if the report is referred back) via electronic system. If bid is approved / disapproved the MM send the result via system to CFO/SCM in order to communicate the bid outcomes to all bidder. Then the contract management part begins via electronically.	Yes		
205	Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable	Supply Chain Management		The system must be able to manage the rotation of service providers automatically during the sourcing of quotation process	Yes		
206	Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable	Supply Chain Management		The system must have capabilities to flag active and non-active suppliers, as well as notifications on progress to make supplier active	Yes		
207	Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable	Supply Chain Management		The system must allow for bid/quotation processing where workflow evaluation is enabled (must pull through all information on supplier from WCSD and have manual capabilities to capture if necessary)	Yes		
208	Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable	Supply Chain Management		The system must be able to accommodate requisition and purchase orders	Yes		
209	Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable	Supply Chain Management		The system must be able to enforce compulsory fields that are required when completing a requisition form. User must be able to specify on the requisition a minimum: - Budget, taking into account other orders already approved against this specific line item (shadow transactions) - Delivery points - Specifications - Dates - Originator of requests.	Yes		
210	Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable	Supply Chain Management		The system must have the capability to allow for requisitions to be electronically approved by users for pre-defined cost centres in terms of the approved delegations.	Yes		

211	Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable	Supply Chain Management		The system must be able to generate advertisements, quotations and orders from the information completed on requisitions, or on the scope of work attachments and other supporting documents.	Yes		
212	Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable	Supply Chain Management		The system must have the capacity to generate a form to be completed electronically for capital expenses, also notifying the Asset Manager electronically	Yes		
213	Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable	Supply Chain Management		The system must support 3 way matching (requisition, order, delivery note)	Yes		
214	Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable	Supply Chain Management		System must maintain a supplier price history	Yes		
215	Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable	Supply Chain Management		The system must have the ability to support additional approval of requisitions when requisitions exceed a certain threshold or quote exceeds requisition	Yes		
216	Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable	Supply Chain Management		System must be able to filter through suppliers based on various supplier facts such as: - BEE status - Size of company, etc.	Yes		
217	Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable	Supply Chain Management		The system must have the ability to flag suppliers under review (supplier in debt, supplier that failed to supply orders etc.).	Yes		
218	Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable	Supply Chain Management		The system must have the ability to maintain a history of all original orders placed. Orders must be easy to recall.	Yes		
219	Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable	Supply Chain Management		The system must support notifications (when needed) to be sent out to departments to inform them about the stage/ progress of the current procurement process	Yes		
220	Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable	Supply Chain Management		The system must have the ability for electronic approval of quotes aligned with specification by users	Yes		
221	Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable	Supply Chain Management		The system must be able to automate and support supplier evaluation which is linked to database information, legislative requirements and contracts.	Yes		
222	Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable	Supply Chain Management		The system must have the ability to handle bill of quantities and pricing schedules within the system.	Yes		
223	Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable	Supply Chain Management		System must provide reminders for orders that still require approval.	Yes		
224	Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable	Supply Chain Management		System must have capability to automatically email orders to suppliers.	Yes		

225	Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable	Supply Chain Management		The system must have the capability to generate and email award letters to tenderers	Yes		
226	Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable	Supply Chain Management		The system must have project management and performance management capabilities for contracts (quotations and bids)	Yes		
227	Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable	Supply Chain Management		The system must be able to automate workflow for contract administration, maintenance, archiving of contracts and vendor performance	Yes		
228	Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable	Supply Chain Management		The system must have electronic archiving capabilities for all SCM documents	Yes		
229	Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable	Supply Chain Management		The system must be able to automate notification alerting which is relevant to users when a supplier's contract is about to expire	Yes		
230	Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable	Supply Chain Management		Must support electronic approval of project extensions (most of which will have budget implications)	Yes		
231	Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable	Supply Chain Management		System must have mandatory fields to explain why some projects may be running late and ability to report on runaway projects and reasons .	Yes		
232	Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable	Supply Chain Management		System must support breakdown of a programme and the ability to drill down on project spend for the various projects that fall under that programme.	Yes		
233	Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable	Supply Chain Management		Generate reports or statistics on commodities, suppliers information e.g. BEE status, locality, spending.	Yes		
234	Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable	Supply Chain Management		The system must have the ability to generate a report on spending per supplier	Yes		
235	Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable	Supply Chain Management		The system must be able to create statutory reports	Yes		
236	Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable	Supply Chain Management		The system must have the capability to accommodate decentralized SCM processes	Yes		
237	Project Accounting	Project Creation & Planning		A comprehensive project module that allows for IDP objectives to be transferred into the project module for planning, budgeting and ultimately reporting purposes.	Yes		
238	Project Accounting	Project Creation & Planning		All segmentation of mSCOA must be incorporated into the project module, whereby a project based budget, informed by the IDP and giving input to the SDBIP.	Yes		
239	Project Accounting	Project Creation & Planning		Capital acquisition, maintenance and replacements must be driven from the project module.	Yes		
240	Project Accounting	Project Creation & Planning		Operating budget items such as operating expenditure on repairs and maintenance, operational costs and typical work streams must originate from the project module.	Yes		
241	Real Estate and Resources Management	Revenue		The system must allow for the maintenance of the registers for land sales, leases & rentals by prompting in advance when leases will expire	Yes		

242	Real Estate and Resources Management	Rental	Electronic bookings and records for Community facilities e.g. sports fields, halls, cemeteries, hiking trails and overnight huts. It must have an option to link it to the debtors account for the credit reimbursement issues.		Yes		
			The system must be able to allow the municipality to forward all event application forms to the applicant, event organizer to pay the approved tariff and submit application electronically, forward application internally for comments and to add external comments (eg Cape Nature) on the application. Prepare an Event Apporval letter, submit to Municipal Manager for signature and then inform the applicant of the decision.				
			For TOURISM ROAD SIGNAGE - the system must provide applicants with all the necessary application documents, applicant to complete and submit the application with the approved tariff, internally submit to Town Planning for approval, attach external comments from the Local Tourism Offices to the application and then be able to send the completed application to the Cape Winelands District Municipality.				
			BUSINESS LICENCES - provide application forms to the applicant, applicant to pay the approved tariffs and submit the completed application form, application circulated internally for comments, applicant is informed of requirements which need to be complied with before the license is issued or if no requirements the license can be issued, license is signed off by the Director, license is issued to applicant.				
243	Revenue Cycle Billing	Bad debt	The system should have a functionality to calculate the bad debt impairment provision for debtors by service and by category from the payment history of each individual debtor. The system should be able to flag the possible write off e.g prescribed debts		Yes		
244	Revenue Cycle Billing	Bad debt	The system must display all individual write-offs done on an account per financial period, the amount written off and the reason for write off. Write off must be automated e.g in case of indigent the system must do an automated write off and change the tariffs automatically		Yes		
245	Revenue Cycle Billing	Billing, Tariffs and Reporting	The system 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 MPRA, a property related database design is critical. Within the system the must be field to cater for the multiple use of properties		Yes		
246	Revenue Cycle Billing	Billing, Tariffs and Reporting	The system must be able to generate individual statements (tax invoices) at any point in time.		Yes		
247	Revenue Cycle Billing	Billing, Tariffs and Reporting	The system must allow for the maintenance of tariffs as per the approved tariffing structure		Yes		
248	Revenue Cycle Billing	Billing, Tariffs and Reporting	Customer must be able to choose between receiving monthly statement by post, MMS or e-mail and the system must facilitate this.		Yes		
249	Revenue Cycle Billing	Billing, Tariffs and Reporting		The system must have a prepayment solution that interface with the current prepayment system	Yes		
250	Revenue Cycle Billing	Billing, Tariffs and Reporting		The system must be able to automate the billing process	Yes		
251	Revenue Cycle Billing	Billing, Tariffs and Reporting		The system must allow for flexible tariff building structure and design, such as for inclining block tariffs based on daily, monthly, or annual rate scales with at least 10 block limit per tariff.	Yes		
252	Revenue Cycle Billing	Billing, Tariffs and Reporting		The system must be able to use other services of the property to determine limits and/or consumption figures as basis for the calculation of other tariffs, such as erf size being used to determine the sewage tariff.	Yes		
253	Revenue Cycle Billing	Meter reading		The system must have meter auditing capabilities. Manual and automated readings. Capture and amend meter reading on the system.	Yes		
254	Revenue Cycle Billing	Meter reading		The system must have route planning capabilities for meter readings that can be linked to GIS	Yes		
255	Revenue Cycle Billing	Meter reading		The system must be able to store photos of faulty meters. The system should be able to draw exception reports for all readings that were captured onto the system and also flaged accounts that were estimated for more than 3 months.	Yes		
256	Revenue Cycle Billing	Meter reading		The system must be able to integrate with 3rd party software to receive readings taken	Yes		
257	Revenue Cycle Billing	Meter reading		The system must have document flow for new connections, terminations and re-connections of services and the relevant documentation.	Yes		
258	Revenue Cycle Billing	Meter reading		The system must be able to do estimates for no-readings	Yes		
259	Revenue Cycle Billing	Meter reading		The system must be able to show on accounts when an actual reading could not be taken, with reasons, e.g. gate locked, dog, etc. The system should be able to generate reports on meter reading abnormalities	Yes		
260	Revenue Cycle Billing	Revenue		The system must allow for the maintenance and updating of tariffs as per the tariffing structure including the maintance of service types and income codes	Yes		
261	Revenue Cycle Billing	Revenue		The system must be able to do report extracts in Excel and PDF format per account, per service and interest levied	Yes		
262	Revenue Cycle Billing	Revenue		The system must be able to download statements from the bank and upload the customer account with deposit made. The system must have capabilities to capture journals and importing bulk journals.	Yes		
263	Treasury and Cash Management	Cash Management		The system must have capabilities of linking bank systems in order to facilitate downloading of bank statement transactions and bank reconciliations for multiple bank accounts.	Yes		
264	Treasury and Cash Management	Cash Management		The system must allow for the bank reconciliation to be finalised within 2 days after month end	Yes		
265	Treasury and Cash Management	Cash Management		There must be a direct interface between the system and the banking system with no manual intervention	Yes		
266	Treasury and Cash Management	Cash Management		The system must be able to accommodate a cash book that provides for a detailed description, for example on the miscellaneous transactions	Yes		
267	Treasury and Cash Management	Cash Management		The system must be able to automate bank statement processing and reconciliation.	Yes		
268	Treasury and Cash Management	Cash Management		The system must be able to capture petty cash	Yes		
269	Valuation Roll Management	Valuations		The system should have facilities to display valuation information, i.e. the valuation roll should be integrated with the system	Yes		

270	Valuation Roll Management	Valuations		The system should have the capability to accommodate a register of properties as per S23 of the MPRA	Yes		
271	Valuation Roll Management	Valuations		The system should display zoning info, subdivisions and consolidations and should flag the erf for possible changes in the next supplementary valuation roll	Yes		
272	Valuation Roll Management	Valuations		The system should display if a property is vacant or improved, tariff codes and site extents	Yes		
273	Valuation Roll Management	Valuations		The system should display all General and Supplementary values separately	Yes		
274	Valuation Roll Management	Valuations		The system should display all objections and appeals on individual properties	Yes		
275	Valuation Roll Management	Valuations		The system should indicate registered info of property and ownership (history)	Yes		
276	Valuation Roll Management	Valuations		The system should be able to do a rates reconciliation (what should the income be as per the valuation roll versus what the income currently is in the general ledger)	Yes		
277	Valuation Roll Management	Valuations		The system should be able to display sectional title properties labelled with scheme name, no, year and unit no	Yes		
278	Valuation Roll Management	Valuations		The user of the system should be able to search for property using id no, surname, erf no and town, scheme name, account no, farm name and street address.	Yes		
279	Valuation Roll Management	Valuations		The system should be able to update objections and appeal board decisions	Yes		
280	Valuation Roll Management	Valuations		The system must have the capability to facilitate information flow between the Revenue Department & the Town Planning Section of the municipality	Yes		