



**NEWCASTLE MUNICIPALITY**

**BUDGET AND TREASURY OFFICE – BUDGET AND FINANCIAL REPORTING**

**BID NO.: A044 - 2025/26**

**REQUEST FOR PROPOSAL FOR SUPPLY, DELIVERY AND MAINTENANCE OF AN ON-SITE  
ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM FOR A PERIOD OF 60 MONTHS**

**SUBMISSION OF BID DOCUMENT DEADLINE**

**Date: Wednesday 5 August 2026**

Time: 12h00

Venue: Municipal Civic Centre Offices (Rates Hall)  
Tower Block Building, 37 Murchison Street, 1<sup>st</sup> Floor  
Newcastle, 2940

<b>Name of Bidder</b>	
<b>CSD Master Registration Number</b>	
<b>Physical Address</b>	
<b>Contact Person(s)</b>	
<b>Phone Number(s)</b>	
<b>E-Mail Address</b>	

Sealed bid document must be deposited in the Tender Box provided at the Municipal Civic Centre (Rates hall), 37 Murchison Street, Newcastle by no later than **12h00** on **05 August 2026** where bids will be opened in public. Please be advised that the name, address and contact details should be written at the back of the envelope.

**CONTENTS**

<b>PART A - ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY</b>		<b>PAGE NUMBER</b>
1.	Checklist	4
2.	Bid Notice & Invitation to Bid	5
3.	General Conditions of Bid	8
4.	General Conditions of Contract	12
5.	Special Conditions of Contract	24
6.	Authority of Signatory	32
7.	Record of Addenda issued	34
8.	Banking Details	35
9.	Proof of Municipal Good Standing	36
10.	Central Supplier Database	38
11.	MBD 3.3 - Pricing Schedule – Professional services	39
12.	MBD 4 - Declaration of Interest	42
13.	MBD 5 – Declaration for procurement above 10 million (All applicable taxes included)	45
14.	MBD 6.1 - Preference Points Claim Form	46
15.	MBD 8 - Declaration of Bidder's Past Supply Chain Management Practices	51
16.	MBD 9 - Certificate of Independent Bid Declaration	53
<b>PART B – SPECIFICATIONS AND PRICING SCHEDULE</b>		
17.	Specifications	57
18.	Evaluation Criteria	77
19.	Pricing Schedule	81
20.	Schedule of Work Experience of the Bidder	83
21.	Schedule of Omission & Variations from the Specifications	84
22.	Declaration by Bidder	85



## **PART A–ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY**

**1. CHECKLIST**

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

Description	Yes/No			
<b>MBD 1 – Invitation to Bid</b> Is the form duly completed and signed?	Yes		No	
<b>Authority to Sign a Bid</b> Is the form duly completed and is a certified copy of the resolution attached?	Yes		No	
<b>MBD 3.1 - Pricing Schedule – Firm Prices (Purchases)</b> Is the form duly completed and signed?	Yes		No	
<b>MBD 3.2 - Pricing Schedule – Non-Firm Prices (Purchases)</b> Is the form duly completed and signed?	Yes		No	
<b>MBD 4 Declaration of Interest</b> Is the form duly completed and signed?	Yes		No	
<b>MBD 6.1 Preference Points Claim Form</b> Is the form duly completed and signed?	Yes		No	
<b>MBD 8 Declaration of Past Supply Chain Practices</b> Is the form duly completed and signed?	Yes		No	
<b>MBD 9 Certificate of Independent Bid Determination</b> Is the form duly completed and signed?	Yes		No	
<b>Declaration for Municipal Accounts</b> Is the form duly completed and signed?	Yes		No	
<b>Experience of Bidder</b> Is the form duly completed with relevant experience detailed and signed?	Yes		No	
<b>Pricing schedule</b> Is the form duly completed and signed?	Yes		No	

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	



## **2. BID NOTICE & INVITATION TO BID**

**BID NO: A044 - 2025/26**

### **REQUEST FOR PROPOSAL FOR SUPPLY, DELIVERY AND MAINTENANCE OF AN ON-SITE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM FOR A PERIOD OF 60 MONTHS**

In terms of section 110 of the municipal finance management act, 2003 (no. 56 of 2003), tenders are hereby invited for **REQUEST FOR PROPOSAL FOR SUPPLY, DELIVERY AND MAINTENANCE OF AN ON-SITE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM FOR A PERIOD OF 60 MONTHS**.

Bid documents are obtainable from **6 July 2026**, at the office of the Strategic Executive Director: Budget and Treasury Office, Municipal Civic Centre Tower Block – Office B218 2<sup>nd</sup> Floor, 37 Murchison Street, Newcastle, 2940 during office hours between 08h00 to 15h00 upon a payment of a **non-refundable document fee of R 300.00**. **Alternatively, the document may be downloaded free of charge from the National Treasury website ([www.etenders.gov.za](http://www.etenders.gov.za)).**

**Banking Details - Banking Details** - The Newcastle Municipality, ABSA – Account No: 4110354947, Br Code 632005 (the proof of payment must reflect the bid number and bidder's name as reference).

**Procurement enquiries :** Ms Dalene Marais

**Telephone no.:** 034 328 7769

**Technical enquiries:** Mr M. S Ndlovu/ M Nkosi

**Telephone no.:** 034 312 7807/ 7608

Bids will be adjudicated in terms of the Preferential Procurement Regulations, 2022 pertaining to Preferential Procurement Policy Framework Act, 5/2000 and other applicable legislations and will be based on 90/10 points scoring system. Preference points will be awarded to service providers based on Reconstruction and Development Programme - Government Gazette: 16085 (1994) initiatives. The bids will be valid for a period of one hundred and twenty (120) days from bid closing date. The Council reserves the right to accept all, some, or none of the bids submitted, either wholly or in part and it is not obliged to accept the lowest bid.

Completed bid documents complying with the conditions of bid must be sealed and endorsed "**Bid No.: A044 - 2025/26 REQUEST FOR PROPOSAL FOR SUPPLY, DELIVERY AND MAINTENANCE OF AN ON-SITE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM FOR A PERIOD OF 60 MONTHS**" bearing the name and address of the bidder at the back of the envelope to be deposited in the official bid box provided in the foyer of Newcastle Municipality – Municipal Civic Offices (Rates Hall), 37 Murchison Street, 1st floor, Newcastle by no later than **12:00 on Wednesday, 05 August 2026** where bids will be opened in public. Late quotations or tenders received by way of facsimile or e-Mail will under no circumstances be considered.

#### **Functional Evaluation**

Only bids that comply with all administrative requirements (Acceptable Bids) will be considered during the functionality evaluation phase and the allocation of points will be based on functional criterions as indicated in the Terms of Reference. Service providers that submitted acceptable bids and that score at least **70 %** on functionality will qualify for the next evaluation stage.

**Only prospective suppliers who are registered on the National Treasury Supplier database are legible to bid. To register on the CSD log onto [www.csd.gov.za](http://www.csd.gov.za)**

**Mr Z.W. Mcineka**  
**Municipal Manager**

**MBD 1: INVITATION TO BID  
PART A**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NEWCASTLE MUNICIPALITY**

<b>Bid Number</b>	A044 - 2025/26	<b>Closing Date</b>	05 August 2026	<b>Closing Time</b>	12h00
-------------------	----------------	---------------------	----------------	---------------------	-------

**Description**

**REQUEST FOR PROPOSAL FOR SUPPLY, DELIVERY AND MAINTENANCE OF AN ON-SITE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM FOR A PERIOD OF 60 MONTHS**

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

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN  
THE BID BOX SITUATED AT

**FIRST (1<sup>st</sup>) FLOOR OF THE NEWCASTLE MUNICIPALITY  
MUNICIPAL CIVIC CENTRE OFFICES (RATES HALL)  
37 MURCHISON STREET  
NEWCASTLE  
2940**

**SUPPLIER INFORMATION**

Name of Bidder			
Postal Address			
Street Address			
Telephone Number	Code	Number	
Cellphone Number			
Facsimile Number	Code	Number	
E-Mail Address			
Vat Registration Number			
Tax Compliance Status	TCS PIN:	OR	CSD No:
<b>Preferential points (80/20) or (90/10)</b>	Price = 80 / 90	Preferent points = 20 / 10	Total = 100

	20	10	Tick for claim
<b>Specific Contract Participation Goals</b>			
Black people (With no franchise in national elections before the 1983 and 1993 Constitution / HDI)	8	4	
Women / female (HDI)	2	1	
People with disability (HDI)	2	1	
Youth (HDI)	4	2	
Locality (within Amajuba district)	4	2	
<b>TOTAL HDI SCORE</b>	<b>20</b>	<b>10</b>	
<b>POINTS WILL BE ALLOCATED AS PER INFORMATION ON THE ATTACHED CSD REPORT.</b>			

<b>Total Number of Items Offered</b>		<b>Total Bid Price:</b>	
<b>Signature of Bidder</b>		<b>Date:</b>	
<b>Capacity under which this bid is signed:</b>			
<b>ENQUIRIES MAY BE DIRECTED TO:</b>			
<b>Bidding Procedure Enquiries</b>		<b>Technical enquiries</b>	
Contact person	Ms Dalene Marais	Mr M.S Ndlovu/ Mr. M. Nkosi	
Telephone number	034 328 7769	034 312 7807/ 7608	
E-mail address	Dalene.Marais@newcastle.gov.za	<a href="mailto:Mfanafuthi.Ndlovu@newcastle.gov.za">Mfanafuthi.Ndlovu@newcastle.gov.za</a>	
		<a href="mailto:Mzomuhle.Nkosi@newcastle.gov.za">Mzomuhle.Nkosi@newcastle.gov.za</a>	

**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- (The document should not be reformatted, edited in a soft copy format).**
- 1.3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 Bidders must ensure compliance with their tax obligations.
- 2.2 Bidders are required to submit their unique Personal Identification Number (Pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.
- 2.3 Application for the Tax Compliance Status (TCS) certificate or Pin may also be made via e-filing. To use this provision, taxpayers will need to register with SARS as e-filers through the **website [www.sars.gov.za](http://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 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: .....

### **3. GENERAL CONDITIONS OF BID**

#### **1. General conditions of Contract**

- 1.1. This Bid is subject to the General Conditions of Contract (GCC) 2010 and, if applicable, any other Special Conditions of Contract. Whenever there is a conflict between the GCC and SCC, the provisions in the SCC shall prevail.

#### **2. Pricing**

- 2.1. Rates and prices offered by the bidder must be written onto the pricing schedule or form of offer of this document by hand, completed in full and signed by the duly authorised signatory.
- 2.2. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT**. Bid prices that do not include VAT shall not be considered.
- 2.3. Bid prices must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) which may be required for the execution of the bidder's obligations in terms of the Contract. Bid prices shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract, as well as overhead charges and profit (in the event that the bid is successful), unless otherwise specified.
- 2.4. All bid prices will be final and binding.
  - 2.4.1. A bid will not be invalidated if the amount in words and the amount in figures do not correspond,
  - 2.4.2. in which case the amount in words shall be read out at the bid opening and shall be deemed to be the bid amount; therefore, where there is a discrepancy between the amount in figures and the amount in words, the amount in words shall apply.

#### **3. Forward Exchange Rate Cover**

- 3.1. In the event of price(s) based on the exchange rate, the successful bidder(s) will be required to obtain exchange rate cover in order to protect the Municipality against exchange rate variations.
- 3.2. The bidder must provide proof of forward exchange rate cover within 14 days after an order was placed.
- 3.3. If proof that forward exchange rate cover was taken out within 14 days after the order was placed but is not submitted to the Municipality along with the invoice, the contract price adjustment will not be accepted, and the contract may be cancelled.

#### **4. Submission of Bids**

- 4.1. Sealed bids, with the "**Bid Number and Title**" clearly endorsed on the envelope and must be deposited in the bid box on or before the closing date and time of the bid.
- 4.2. The bid box is in Municipal Civic Offices, 37 Murchison Street, Rates Hall, 1<sup>st</sup> Floor, Newcastle.
- 4.3. All literature must be securely attached to the bid. The Council shall not be held liable for any loss or damages sustained due to the service provider's failure to comply with this condition.
- 4.4. If a courier service company is being used for delivery of the bid document, the bidder description must be endorsed on the delivery note/courier packaging and the courier must ensure that documents are placed / deposited into the bid box. The Newcastle Municipality will not be held responsible for any bid document which is not timeously

delivered, mislaid, or incorrectly delivered due to the negligence of the courier company or any other party involved in the delivery of the bid document.

Please note:

- Bids that are deposited in the incorrect box will not be considered.
- Mailed, telegraphic or faxed tenders will not be accepted.
- Documents may only be completed in **black ink pen**.
- The use of correction fluid/tape on the bid documents is not allowed. If there is an error, draw a line through it, initial next to it and make the correction directly above /below/next to it.
- All bids must be submitted in writing on the official forms supplied (not to be re-typed).

**5. Opening, Recording and Publications of Bids Received**

- 5.1. Bids will be opened on the closing date immediately after the closing time specified in the bid documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.
- 5.2. Details of bids received in time will be recorded in a register which is open to public inspection.
- 5.3. Any bid received after the appointed time for the closing of bids **will not be considered** but shall be filed unopened with the other bids received, which bid(s) can be returned to the bidder at his request and cost.

**6. Validity Period**

Bids shall remain valid for **one hundred and twenty (120) days** after the tender closure date.

**7. Incorrect Information**

Where a contract has been awarded on the strength of the information furnished by the bidder which after the conclusion of the relevant agreement, is proven to have been incorrect, the municipality may, in addition to any other legal remedy it has or may have, recover from the contractor all costs, losses or damages incurred or sustained by the municipality as a result of the award of the contract.

**8. Withdrawal of Bid during and After the SCM Process:**

- 8.1. When a bidder withdraws his/her bid during the SCM bidding process, it must be in writing, prior to the award of the bid, of which Newcastle holds the right to accept or reject with or without a claim for any damages.
- 8.2. When a bidder withdraws or cancels the contract after award of the bid to the particular winner of the bid, the awarded bidder will be held responsible for any damages or administrative expenses incurred prior to the award of the bid.

**9. Invoices**

All invoices must be forwarded to the following address:

Newcastle Municipality  
Private Bag x6621  
Newcastle, 2940

**9.1. Legal requirements for invoices**

- 9.1.1. Please ensure that your tax invoices comply with the requirements as stipulated by SARS (VAT Act No 89 of 1991), i.e.:

**9.1.1.1. Ordinary invoice (not VAT Registered)**

- a) The word „**INVOICE** “ in a prominent place
- b) Official invoice number and date of transaction
- c) Trade name, legal name, registration number (if any) and address of supplier
- d) The Official order number of Newcastle Municipality is compulsory – non-compliance – no payment
- e) The Municipality's name and postal address (Private Bag X6621, Newcastle, 2940)
- f) Accurate description of goods and / or services supplied / provided.
- g) Unit of measurement of goods or services supplied
- h) Price

**9.1.1.2. VAT/Tax invoice (VAT registered)**

- a) Word „**TAX INVOICE**’ in a prominent place
- b) Trade, legal name, and registration number (if any) of supplier
- c) Address and VAT number of supplier
- d) The official invoice number and date of invoice
- e) The Official order number of Newcastle Municipality is compulsory – non-compliance – no payment
- f) The Municipality's name and postal address (Private Bag X6621, Newcastle, 2940) and VAT registration number (4000791824)
- g) Accurate description of goods and / or services supplied / provided.
- h) Unit of measurement of goods or services supplied
- i) Price and VAT amount

**10. Payment Terms**

- 10.1. It is the policy of the Newcastle Municipality to pay all creditors by means of electronic bank transfers.
- 10.2. Creditors will be paid within 30 days after receipt of an invoice and statement for the month in question, detailing all invoices during that month and reflecting the total amount due by the Municipality. In exceptional circumstances, the Municipality may, at its discretion, deviate from the above.

**11. Poor Performance**

Where the supplier fails to render the services within the stipulated period, or should services rendered be deemed not to the satisfaction of the Newcastle Municipality, the tenderer will receive written notice of poor performance. Failure to address performance issues could result in the entire contract being reviewed or cancelled.

**12. Central Supplier Database**

No awards will be made to a tenderer who is not registered on the Central Supplier Database.

**13. Disbursements, Travel and Subsistence**

- 13.1. No bidder will be refunded any cost or disbursements incurred in respect of the project, save where the prior written approval of Newcastle Municipality has been obtained in respect of such expenditure.
- 13.2. Any authorized disbursements will be refunded at the reasonable and actual cost determined by Newcastle Municipality. Any expenditure incurred by the successful

bidder in respect of authorized travel for the project will be refunded in accordance with the Newcastle Municipality travel policy as applicable from time to time. The rates payable for the use of private vehicles will be the prevailing rates quoted by the Automobile Association of South Africa.

- 13.3. All claims in respect of authorized disbursements (travel and subsistence costs) must be substantiated by documentary evidence such as receipts and logs of kilometres travelled.
- 13.4. All expenses incurred by the bidder for the proposal and presentations are the responsibility of the bidder and will not be reimbursed by Newcastle Municipality.

#### **14. Joint Venture Agreement or Consortiums**

Bidders intending to tender in the form of joint venture or consortium must submit the following documentation together with the bid: -

- 1) A valid Tax Compliance Status Verification Pins issued by SARS of all parties of the Joint Venture or Consortium, and
- 2) all parties of the Joint Venture or Consortium must submit signed copies of: -
  - a) The Declaration of Interest Form,
  - b) The Declaration of Bidder's Past Supply Chain Management Practices Form,
  - c) The Certificate of Independent Bid Determination Form, and
- 3) An undertaking duly signed by all parties of the Joint Venture or Consortium indicating their intention to enter into an agreement for the purposes of this contract, and
- 4) A consolidated valid and original or certified copy of their B-BBEE Status Level Verification Certificate.

Further to the above, the name of the Joint Venture or Consortium must appear on the relevant pages of the document. Failure to comply with these requirements shall lead to disqualification.

#### **15. Samples for Quality Control**

- 15.1 If the samples are required in terms of the specification, such samples shall be supplied by the service provider at his/her own cost.
- 15.2 All samples approved will be retained by the Newcastle Municipality as standards for the duration of the contract.

#### **16. Tax Compliance Pin**

- 16.1 The bidder must submit a valid Tax Compliance Pin with the bid. Bidders should note that their tax compliance status shall be verified through the Central Supplier Database and SARS.
- 16.2 Where a Tax Compliance Pin is not submitted with the bid, the Department shall use the Central Supplier Database to verify the tax matters of the bidder.

#### 4. GENERAL CONDITIONS OF CONTRACT

##### 1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **“Contract”** means the written agreement entered into between the purchaser and the vendor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 **“Contract price”** means the price payable to the Vendor under the contract for the full and proper performance of his contractual obligations.
- 1.4 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 **“Day”** means calendar day.
- 1.8 **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.9 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.10 **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the vendor bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 **“Dumping”** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 **“Force majeure”** means an event beyond the control of the vendor and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to

establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- 1.14 “**GCC**” means the General Conditions of Contract.
- 1.15 “**Goods**” means all the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “**Imported content**” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the vendor or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 “**Local content**” means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 “**Manufacture**” means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.
- 1.19 “**Order**” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “**Project site**” where applicable, means the place indicated in bidding documents.
- 1.21 “**Purchaser**” means the Institution purchasing the goods/works and/or service.
- 1.22 “**Republic**” means the Republic of South Africa.
- 1.23 “**SCC**” means the Special Conditions of Contract.
- 1.24 “**Services**” means those functional services ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance, and other such obligations of the vendor covered under the contract.
- 1.25 “**Written**” or “**in writing**” means handwritten in ink or any form of electronic or mechanical writing.

## 2. Application

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

### **3. General**

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

### **4. Standards**

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

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

- 5.1 The vendor 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 vendor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The vendor shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if required by the purchaser.
- 5.4 The vendor shall permit the purchaser to inspect the vendor's records relating to the performance of the vendor and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 5.5 The vendor shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

### **6. Patent Rights**

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

### **7. Performance security**

- 7.1 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the vendor's failure to complete his obligations under the contract.
- 7.2 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the

following forms:

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

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

## **8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Institution or an organization acting on behalf of the Institution.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the vendor.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the vendor who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the vendor's cost and risk. Should the vendor fail to provide the substitute supplies forthwith, the purchaser may, without giving the vendor further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the vendor.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## 9. Packing

- 9.1 The vendor shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## 10. Delivery and documents

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

## 11. Insurance

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

## 12. Transportation

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

## 13. Incidental Services

- 13.1 The vendor may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods.
  - b) Furnishing of tools required for assembly and/or maintenance of the supplied goods.
  - c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods.
  - d) Performance or supervision or maintenance and/or repair of the supplied goods, for a period agreed by the parties, provided that this service shall not relieve the vendor of any warranty obligations under this contract.
  - e) Training of the purchaser's personnel, at the vendor's plant and/or
  - f) On-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the vendor 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 vendor for similar services.

#### 14. Spare parts

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

#### 15. Warranty

- 15.1 The vendor 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 vendor 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 vendor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the vendor in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the vendor shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the vendor, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the vendor's risk and expense and without prejudice to any other rights which the purchaser may have against the vendor under the contract.

#### 16. Payment

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

**RFP FOR SUPPLY, DELIVERY AND MAINTENANCE OF AN ON-SITE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM**

- 16.2 The vendor shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the vendor.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

**17. Prices**

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

**18. Variation Orders**

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 if there is no escalation in price.

**19. Assignment**

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

**20. Subcontractors**

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

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

- 21.1 Delivery of the goods/works and/or performance of services shall be made by the vendor in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the vendor or its subcontractor(s) should encounter conditions impeding timely delivery of the goods/works and/or performance of services, the vendor 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 vendor's notice, the purchaser shall evaluate the situation and may at his discretion extend the vendor's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have essential services executed if an emergency arises, the vendor's point of supply is not

situated at or near the place the supplies are required or the vendor's supplies or goods are not readily available.

- 21.5 Except as provided under GCC Clause 25, a delay by the vendor in the performance of its delivery obligations shall render the vendor liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the vendor'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 vendor.

## **22. Penalties**

Subject to GCC Clause 25, if the vendor 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/works and/or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## **23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the vendor, may terminate this contract in whole or in part:
- i. if the vendor fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - ii. if the vendor fails to perform any other obligation(s) under the contract; or
  - iii. if the vendor, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods/works and/or services similar to those undelivered, and the vendor shall be liable to the purchaser for any excess costs for such similar goods/works and/or services. However, the vendor shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the vendor by prohibiting such vendor from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a vendor or any person associated with the vendor, the vendor 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

vendor fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the vendor.

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- i. the name and address of the vendor and / or person restricted by the purchaser;
  - ii. the date of commencement of the restriction
  - iii. the period of restriction; and
  - iv. the reasons for the restriction.

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

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

## **24. Antidumping and countervailing duties and rights**

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

## **25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the vendor 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 as a result of an event of Force Majeure.

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

## **26. Termination on insolvency**

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

## **27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the vendor in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the vendor may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- i. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - ii. the purchaser shall pay the vendor any monies due the vendor.

## **28. Limitation of Liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the vendor 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 vendor to pay penalties and/or damages to the purchaser; and
  - (b) the aggregate liability of the vendor to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**29. Governing language**

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

**30. Applicable law**

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

**31. Notices**

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

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

**32. Taxes and duties**

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

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

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

**33. Transfer of contracts**

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

**34. Amendment of contracts**

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

**35. Prohibition of restrictive practices**

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

- 35.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 35.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

**5. SPECIAL CONDITIONS OF CONTRACT**

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the Newcastle Municipality on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
  
2. I/we agree that:
  - a) the offer herein shall remain binding upon me and open for acceptance by the Newcastle Municipality during the validity period indicated and calculated from the closing time of the bid;
  
  - b) this bid and its acceptance shall be subject to Supply Chain Management Regulations, the Municipal Finance Management Act, No. 56 of 2003, the Newcastle Municipality Supply Chain Management Policy and the General and Special Conditions of Contract, with which I/we am fully acquainted;
  
  - c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance or fail to fulfill the contract when called upon to do so, the Municipality may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between the Municipality and myself. I/we will then pay to the Municipality any additional expenses incurred by the Municipality having either to accept any less favorable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favorable bid. The Municipality shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfillment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Municipality may sustain by reason of my default;
  
  - d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
  
  - e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose domicile citadel et executant in the Republic at (full physical address):  
.....  
.....

I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of the bid: that the price(s), rate(s) and preference quoted cover all of the work / item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.

3. I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfillment of this contract.
  
4. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgment which may be

pronounced against me as a result of such action.

5. Are you duly authorized to sign the bid? \*  YES  NO

6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

7. Has the Declaration of Interest been duly completed and included with the bid forms?

\* YES  NO

- Delete whichever is not applicable.

8. **CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT**

9.1 I/we, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORIZED TO DO SO ON BEHALF OF THE BIDDER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORIZED AND ACKNOWLEDGE THAT:

9.2 The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Municipality, if requested to do so.

9.3 If the information supplied is found to be incorrect and/or false then the Municipality, in addition to any remedies it may have, may:-

- a) Recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract, and/or
- b) Cancel the contract and claim any damages which the Municipality may suffer by having to make less favorable arrangements after such cancellation.

**BIDDER`S NAME** : \_\_\_\_\_

**BIDDER`S REPRESENTATIVE** : \_\_\_\_\_

**SIGNATURE** : \_\_\_\_\_

**DATE** : \_\_\_\_\_

**WITNESSES**

1. **Name** : \_\_\_\_\_ **Signature** : \_\_\_\_\_

**Date** : \_\_\_\_\_

2. **Name** : \_\_\_\_\_ **Signature** : \_\_\_\_\_

**Date** : \_\_\_\_\_

**NEWCASTLE MUNICIPALITY**

**CONTINUATION OF SPECIAL CONDITIONS OF CONTRACT**

**RULES IN RESPECT OF BID DOCUMENTS**

'Council' shall mean the Newcastle Municipality

'Committee' shall mean that Committee of the Council whose responsibility it is to consider tenders and advise Council on acceptance or otherwise.

'Municipal Manager' shall mean the Municipal Manager of the Local Council of Newcastle or such person appointed by Council to act in that capacity.

'Head of Department' shall mean the head of the Council department concerned with the particular tender or such person appointed by Council to act in that capacity.

**All bidders are hereby advised that in the event that the bid is accepted by the Council all conditions and stipulations set out this bid and in all forms, schedule and/or annexure hereto, will be the contract between the Bidder and the Municipality.**

1. Bidders must acquaint themselves fully on the Rules, General Conditions and Special Conditions of bid documents.
2. Failure on the part of the Bidder to sign this bid form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications and proposals in all respects, may in the sole discretion of the Municipality invalidate the bid.
3. Failure to sign the **Form of Offer** and **MBD 1 Form** will invalidate the bid, provided that it is the only acceptable bid received, Council may recommend it be considered as an offer after signature by the bidder.

Bidders shall ensure that they have been provided with all the documents and drawings. Bidders must advise the Department concerned immediately if there is any duplication or obscure typing or if there is any doubt as to the meaning of any words, clause, sentence, paragraph, drawing or any other particulars and have the matter rectified, otherwise it will be assumed correct and no liabilities whatsoever will be admitted in respect of errors in the bid due to the foregoing.

4. Bidders shall quote delivery periods for the products specified and shall supply all the information called for on the attached data schedules.
5. GUARANTEE  
Where applicable, Bidders shall provide at the time of bidding, details of the guarantee given with the products offered together with the period for which the guarantee is effective from date of delivery.
6. **No bid will be accepted unless made out on the forms provided.**
7. A signed copy of these conditions and specifications must accompany the bid.
8. Bids received after 12:00 on the closing date of this bid will not be accepted.
9. After the bids have been opened, a bid may not be withdrawn by the person or firm submitting it except with the concurrence of the Council.

10. Council reserves the right to accept all or a portion only of any tender.
11. Should there be any difference between the prices or particulars contained in the official Form of bid and those contained in the covering letter from the bidder the prices and particulars contained in the official form of bid, in all circumstances, prevail.
12. If any of the conditions on this bid form are in conflict with any special conditions, stipulations or provisions incorporated in the bid, such special conditions, stipulations or provisions shall apply.
13. Bids must be submitted in sealed envelopes.
14. The bid number and title of the bid must appear on the front of the sealed envelope in which the bid is submitted.
15. The Municipality shall not be obliged to accept the lowest or any bid. It is important that only Bidders with the necessary experience, qualifications and technical ability to carry out the requirements of this bid submit bids in regard hereto. The Municipality will consider all prices and submissions made by the bidders. Should the Municipality require that a specific price and/or submission be reconsidered, it reserves the right to do so, subject to the Municipality requesting all Bidders to submit such a request or revision of the Bid Proposal.
16. The bidder undertakes that it will make itself and its members, officials and employees and agents aware of the appropriate legislation, regulations and by-laws of the Municipality that might have implications on the Bidder's activities in terms hereof.
17. Neither the Municipality nor any official of the Municipality will be held responsible for loss of a potential opportunity to bid due to the failure of the Bidder complying with any of the requirements of this bid.
18. The covering letter or other matter submitted with the official bid document may explain, amplify or illustrate, but not replace any part of the official bid document or the information furnished therein.
19. All data/information supplied by the Municipality will be received by the Bidder at his/her risk. It will be the responsibility of the Bidder to check and verify the accuracy of the data/information supplied by the Municipality. The Municipality will not be held responsible for any inaccurate or incomplete data/information.
20. **Two envelope system WILL NOT be applicable on this project.**

#### 21. PAYMENT OF MUNICIPAL SERVICES

Proof must be produced, together with the bidding documents that the entity is not indebted to the Municipality or Municipal area in which they are staying, for a period of more than 90 days for services rendered / rate payable. Bidders residing on farms with no municipal services should submit a letter from their Induna / owner stating the above.

#### 22. INVITATION TO BID

Bids shall be invited by the Municipal Manager in terms of the Supply Chain Management Policy of the Newcastle Municipality.

o

23. ACCEPTANCE OF BIDS

After the opening of bids, the official designated by the Municipal Manager shall forward such tender to the Head of Department for whom such tenders have been invited. The Head of Department concerned will then consider the tenders and submit them to the appropriate Committee with the written comments of the Chief Financial Officer and with details of any irregularity or defect in connection with the bid documents or matters relating to the calling of bids together with the recommendation for consideration by the Committee.

24. BID DOCUMENTS

- a. Where applicable all bid documents and drawings are to be returned at the time of bidding except that where an additional copy of the Schedule of Quantities is provided, a copy may be retained by the tender for his records.  
The original Schedule of Quantities must be forwarded to the Newcastle Municipality
- b. After awarding the bid, no documents will be returned to any unsuccessful bidder, but will be retained by the Municipal Manager.
- c. All bid documents must be completed in black ink and should any alteration, omission, erasure or addition be made, it will not be recognised unless authenticated with the initials of the bidder and those of the witnesses of his signature. Bidders may, however, qualify their bid by a letter accompanying the bid documents.
  - i. Any irregularity, incompleteness or obscurity in a bid renders it liable for rejection.
  - ii. Failure to sign the bid document will invalidate the bid , provided that if it is the only acceptable bid received, the Head of Department may recommend that it be considered as an offer after signature by the bidder.
  - iii. Bidders shall check that they have been provided with all the documents and drawings. Bidders must advise the Department concerned immediately if there is any duplication or obscure typing or if there is any doubt as to the meaning of any words, clause, sentence, paragraph, drawing or any other particulars and have the matter rectified, otherwise it will be taken for granted that there are no doubts or errors, and no liabilities whatsoever will be admitted in respect of errors in the tender due to the foregoing.

25. DEPOSITS

- a. A sum as stated in the invitation to bid being a deposit for the supply of the bid documents. The bidder must obtain a receipt for the deposit amount from the office of the Chief Financial Officer prior to receiving the bid documents.
- b. A deposit in the sum stated in the bid documents is non-refundable.
- c. The Head of the Department concerned, in the event of receiving any deposits, shall forthwith hand to the Chief Financial Officer any deposits or security received.

26. LATE BIDS

- a. Any bid received after the closing date and time advertised for the receipt of bids shall not be considered, provided that a late bid may be admitted by the Council when :
  - I. in the case of a bid submitted through the post, there is proof that the bid was posted in sufficient time to reach the Municipal Manager before the closing date and time advertised for the receipt of bid and the bidder has taken reasonable steps against ordinary delays and was in no way to blame for the late receipt of his bid;
  - II. in the case of a bid delivered by hand, there is proof that the bidder had taken reasonable steps against ordinary delays and was in no way to blame for the late delivery.

- b. The Council may accept a bid which is received late and has for that reason been disallowed in terms of the provisions of this rule, provided it was the only acceptable bid received.

27. COMMUNICATION PROHIBITED

- a. Except where clarification of a bid is necessary or whenever it is necessary to approach a bidder for an extension of the binding period of a bid, no communication, without written authority of the Council, shall take place between the bidder and any member or officer of Council on a question affecting any matter which is the subject of a bid between the closing date and time of a bid and the acceptance by Council of the bid. When clarification is required or an extension of time, this may be requested by a Council Officer on the authority of his Head of Department.
- b. In no case shall bids be returned or referred to bidders for amendment or completion in any respect without the written authority of the Council.

28. COUNCIL NOT OBLIGED TO ACCEPT ANY BID

Council does not bind itself to accept the lowest or any bid and where the bid documents allow for such cases, reserves the right to accept a portion only of any bid.

Council will not compensate the bidder in the preparation and submission of his bid. Council reserves the right to purchase goods outside this contract if and when the need arise

29. DEVIATION FROM CONTRACT

Council reserves the right to deviate or procure goods or services outside of this contract when the need arises.

30. ALTERNATIVES

The bidder may submit alternatives which, in his/her opinion, are to the Council's advantage economically and technically.

31. CONTRACT DURATION

**The contract will be 60 months from the date of appointment.**

32. POST AWARD PRODUCT COMPLIANCE PROCEDURES

The following post award product compliance procedure will apply:

- i. In the case the equipment has been discontinued / replaced with a new model, the service provider(s) will be required to submit letters from the Manufacturer / Supplier stating the changes and the approval be obtained from the Accounting Officer prior to the executions of such changes.
- ii. Furthermore, service provider(s) are expected to disclose information on the following:
  - Financial Implications & Price Variances
  - Any potential risk
- iii. The new model should at least meet the minimum specification of the original model.
- iv. The delivery and installation of new equipment cannot be effected without the approval from the head of the department (Strategic Executive Director).

33. DEMONSTRATIONS AND INSPECTIONS

- i. All bidders must be prepared to demonstrate, where required, free of charge and obligation, at the Newcastle Municipality or any other area within the boundary of the Newcastle Municipality, any services offered in this bid.
- ii. Where officials are required to attend demonstrations or inspections outside the boundary of the Newcastle Area, all costs to attend such demonstration shall be borne by the bidder.

34. PRICE ADJUSTMENT

In the event of a total price increase exceeding the going inflation rate during the bid period, Council reserves the right to withdraw from the bid and call for fresh bids.

(Please see MBD 3.2 for price adjustment formula).

Prices for labour and materials submitted in the bid for the purpose of allowing for statutory increase must be ruling prices as at the date of bidding.

Should the Bidder wish to place the risk of rise or fall in certain items or factors of costs to the account of the Municipality, the Bidder shall state specifically under separate cover in respect of which items or factors he wishes to avoid the risk of rise or fall on what rate he has calculated the item or factor in his price offered.

It should be emphasized that price adjustments based on the Rate of Exchange (ROE) will be allowed only on the imported content of the commodity and it should only meet the provider's additional costs on the imported content. Price adjustments due to the fluctuation in the Rate of Exchange should indicate the dates and period of affect issued by the Reserve Bank of S.A. at 12:00 of the specified date.

Unless any item or factor is reserved in terms of this clause, the bid shall be considered to be a firm delivery price. (See MBD 3.2)

35. Where applicable, all redundant or unusable products, materials or equipment which are removed from site remains the property of the Municipality and shall be returned to the Municipality. The Service provider shall obtain a written acceptance of the goods unless the bid states otherwise.

**NB: THE FOLLOWING CLAUSES HAVE BEEN REPEATED AS THESE WILL LEAD TO THE REJECTION OF THE BID**

- All bid documents must be completed in black ink pen, and should any alteration, omission, erasure or addition be made, it will not be recognised, unless authenticated with the initials of the bidder and those of the witnesses of his signature.
- Failure to sign the bid document will invalidate (Invitation to Bid) the bid, provided that it is the only acceptable bid received, Council may recommend that it be considered as an offer after signature by the bidder.
- NO correction fluid/tape may be used.
- Bidders shall ensure that they have been provided with all the documents and drawings. Bidders must advise the Department concerned immediately if there is any duplication or obscure typing or if there is any doubt as to the meaning of any words, clause, sentence, paragraph, drawing or any other particulars and have the matter rectified, otherwise it will be assumed correct and no liabilities whatsoever will be admitted in respect of errors in the bid due to the foregoing.
- Bids received after the official closing date and time of this bid, will not be accepted.
- Proof must be produced, together with the bidding document that the entity is not indebted to the Municipality or municipal area in which they are staying, for a period of more than 90 days for services rendered / rates payable. Bidders residing on farms with no municipal services should submit a letter from their Induna/owner stating the above.
- **TAX COMPLIANCE STATUS**  
A valid Tax Compliance Status Pin or CSD Master Registration Number should be supplied on MBD 1 for verification.

NAME OF BIDDER .....

ADDRESS .....

TELEPHONE NUMBER .....

NAME OF THE OFFICIAL ..... POSITION.....

SIGNATURE ..... DATE.....

**WITNESSES**

NAME ..... NAME .....

SIGNATURE ..... SIGNATURE .....

ID NUMBER ..... ID NUMBER .....

**6. AUTHORITY OF SIGNATORY**

Indicate the status of the Bidder by ticking the appropriate box hereunder. The Bidder must complete the certificate set out below for the relevant category.

A COMPANY	B PARTNERSHIP	C JOINT VENTURE	D SOLE PROPRIETOR	E CLOSE CORPORATION

**A. Certificate for Company**

I, ....., chairperson of the board of ....., hereby confirm that by resolution of the board (copy attached) taken on ..... 20..... , Mr/Ms.....acting in the capacity of ....., was authorised to sign all documents in connection with this bid for **Bid no.: A044 - 2025/26** and any contract resulting from it on behalf of the company.

As witnesses:

1. .... Chairman: .....

2. .... Date: .....

**B. Certificate for Partnership**

We, the undersigned, being the key partners in the business trading as ....., hereby authorise Mr/Ms ....., acting in the capacity of ....., to sign all documents in connection with this bid for **Bid no.: A044 - 2025/26** and any contract resulting from it on our behalf.

Name	Address	Signature	Date

**Note: This certificate is to be completed and signed by all key partners upon whom rests the direction of the affairs of the Partnership as a whole.**

**C. Certificate for Joint Venture**

**RFP FOR SUPPLY, DELIVERY AND MAINTENANCE OF AN ON-SITE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms ..... , authorised signatory of the company ..... , acting in the capacity of lead partner, to sign all documents in connection with this bid for **Bid no.: A044 - 2025/26** and any contract resulting from it on our behalf. This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

Name of Firm	Address	Authorising Name and Capacity	Authorising Signature
Lead Partner:			

**NOTE: A copy of the Joint Venture Agreement indicating clearly the percentage contribution of each partner to the Joint Venture, is to be submitted with the bid. A board resolution, authorising each signatory who signed above to do so, is to be submitted with the bid.**

**D. Certificate for Sole Proprietor**

I, ..... , hereby confirm that I am the sole owner of the business trading as .....

**As witnesses:**

- ..... Sole Owner: .....
- ..... Date: .....

**E. Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as ..... , hereby authorise Mr/Ms ..... acting in the capacity of ..... , to sign all to sign all documents in connection with this bid for **Bid no.:**

**A044**  
- **2025/26** and any contract resulting from it on our behalf.

Name	Address	Signature	Date

**Note: This certificate is to be completed and signed by all key partners upon whom rests the direction of the affairs of the Partnership as a whole.**

**7. RECORD OF ADDENDA**

We confirm that the following communications received from the employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer.

	Date	Title or Details
1.		
2.		
3.		
4.		

Attach additional pages if more space is required.

***Failure to acknowledge any addendum released by Newcastle Municipality may result in your tender submission being declared non-responsive.***

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	

**8. BANKING DETAILS**

It is the policy of the Newcastle Municipality to pay all creditors by means of direct bank transfers. Please complete this information and acquire your banker's confirmation.

<b>ACCOUNT HOLDER</b>	
<b>NAME OF BANK</b>	
<b>ACCOUNT NUMBER</b>	
<b>ACCOUNT TYPE</b>	
<b>BRANCH NAME</b>	
<b>BRANCH CODE</b>	
<b>BRANCH CONTACT PERSON</b>	
<b>PHONE NUMBER</b>	
<b>FAX NUMBER</b>	

I/we hereby request and authorise the Newcastle Municipality to pay any amounts that may accrue to me/us to the credit of my/our bank account.

I/we further undertake to inform the Newcastle Municipality in advance of any change in my/our bank details and accept that this authority may only be cancelled by me/us by giving thirty days' notice by prepaid registered post.

**Alternatively, the tenderer may submit a letter/declaration from his bank worded as above, providing the required details and signed by an appropriate Bank Official (attached behind this page).**

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	

**9. DECLARATION FOR MUNICIPAL ACCOUNTS**

**MUST BE COMPLETED FOR THIS BID**

**Declaration in terms of paragraph 38(1)(d)(i) of the Supply Chain Management Regulation, irrespective of the contract value of the bid:**

**NB: Please note that this declaration must be completed by ALL bidders**

- i. I, the undersigned hereby declare that the signatory to this tender document; is duly authorised and further declare:
  
- ii. I acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to Newcastle Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.
  
- iii. I acknowledge that should it be found that any municipal rates and taxes or municipal charges as set out in (ii) above are in arrears for more than three (3) months, the bid will be rejected and the Newcastle Municipality may take such remedial action as is required, including the rejection of the bid and/or termination of the contract; and
  
- iv. The following account/s of the bidding entity has reference:

<b>Physical Business Address(es) of the Tenderer</b>	<b>Municipality</b>	<b>Municipal Account Number</b>

**NB:** If insufficient space above, please submit on a separate page

**RFP FOR SUPPLY, DELIVERY AND MAINTENANCE OF AN ON-SITE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM**

**PLEASE NOTE** further that if no municipal rates and taxes or municipal charges are payable by the bidding entity, indicate the reason/s for that in the space below by means of a tick next in the relevant block,

<b>Reason</b>	<b>Tick</b>	<b>Portfolio of evidence</b>
Bidding entities who rent premises from a landlord		Signed copy of the lease agreement together with account statement or a letter from the landlord stating that no levies are in arrears.
Bidding entities who operate from a property owned by a director / member / partner		Municipal account statement/s of a director / member / partner.
Bidding entities who operate from farms / informal settlements		An original letter from their Induna. / An original signed ward councillor letter. The letter should not be older than 3 months from the closing date of the bid.
Bidding entities who operate from somebody else's property		Original Sworn Affidavit (by the property owner / municipal account holder) stating the relationship and whether the business owner is responsible for paying levies. If yes, stating whether any levies are in arrears.

**Attach latest municipal account statement behind this page. The portfolio of evidence must not be older than three months from the close of this tender.**

SIGNED AT.....THIS.....DAY OF..... 20.....

Name of Duly Authorised Signatory: (Please print).....

Authorised Signature: .....

As witness:                   1. ....

  2. ....

**10. CENTRAL SUPPLIER DATABASE REGISTRATION**

**No awards will be made to a tenderer who is not registered on the Central Supplier Database (CSD).**

The establishment of a Central Supplier Database (CSD) will result in one single database to serve as the source of all supplier information for all spheres of government. The purpose of centralising government's supplier database is to reduce duplication of effort and cost for both supplier and government while enabling electronic procurement processes.

Registration on the Central Supplier Database must be done online via the website:  
<https://secure.csd.gov.za/>

If the business enterprise is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Municipality may, without prejudice to any legal rights or remedies it may have:

- Cancel a bid or a contract awarded to such bidder/supplier; and the bidder would become liable for any damages if a less favorable is accepted or less favorable arrangements are made.
- The same principles as above stated, should the successful bidder fails to request updating of its information on the Central Supplier Database; relating to changed particulars or circumstances.

**IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THEN THE SUPPLIER MAY BE DISQUALIFIED AT THE BID EVALUATION PROCESS**

**PROOF OF FULL REGISTRATION (ACTIVE VENDOR) WITH CSD SHOULD BE ATTACHED AT THE BACK OF THE BID.**

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	

**11. MBD 3.3 PRICING SCHEDULE**

**(Professional Services)**

Name of Bidder: .....	Bid Number: .....
Closing Time: .....	Closing Date .....

OFFER TO BE VALID FOR **120 DAYS** FROM THE CLOSING DATE OF BID.

ITEM NO INCLUDED	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES	
1.	The accompanying information must be used for the formulation of proposals.		
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.	R.....	
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)		
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----

**RFP FOR SUPPLY, DELIVERY AND MAINTENANCE OF AN ON-SITE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM**

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

-----	R-----	----- days
-----	R-----	----- days
-----	R-----	----- days
-----	R-----	----- days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	.....	.....	R.....
-----	.....	.....	R.....
-----	.....	.....	R.....
-----	.....	.....	R.....

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

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked or correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	.....	.....	R.....
-----	.....	.....	R.....
-----	.....	.....	R.....
-----	.....	.....	R.....

TOTAL: R.....

- 6. Period required for commencement with project after acceptance of bid .....
- 7. Estimated man-days for completion of project .....
- 8. Are the rates quoted firm for the full period of contract? .....\*YES/ NO.
- 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.....  
 .....  
 .....  
 .....

\*Delete if not applicable

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	

**12. MBD 4: DECLARATION OF INTEREST**

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

<b>3.1</b>	<b>Full Name of bidder/ Representative</b>	
<b>3.2</b>	<b>Identity Number</b>	
<b>3.3</b>	<b>Position occupied in the Company (director, trustee, shareholder<sup>2</sup>)</b>	
<b>3.4</b>	<b>Company Registration Number</b>	
<b>3.5</b>	<b>Tax Reference Number</b>	
<b>3.6</b>	<b>Vat Registration Number</b>	

3.7. The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8	Are you presently in the service of the state*?	Yes	No
3.8.1	If yes, furnish particulars.		
3.9	Have you been in the service of the state for the past twelve months	Yes	No
3.9.1	If yes, furnish particulars.		

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

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

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

**RFP FOR SUPPLY, DELIVERY AND MAINTENANCE OF AN ON-SITE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM**

3.10	Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	Yes	No
3.10.1	If yes, furnish particulars.		
3.11	Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	Yes	No
3.11.1	If yes, furnish particulars.		
3.12	Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?	Yes	No
3.12.1	If yes, furnish particulars.		
3.13	Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state?	Yes	No
3.13.1	If yes, furnish particulars.		
3.14	Do you or any of the directors, trustees, managers, principal shareholders or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.	Yes	No
3.14.1	If yes, furnish particulars.		

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

Full Names	Identity Number	State Employee Number

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	

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

1	Are you by law required to prepare annual financial statements for auditing?	Yes	No
1.1	If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.		
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. * Delete if not applicable		
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?	Yes	No
3.1	If yes, furnish particulars		
<b>CERTIFICATION</b>			
<p><b>I, THE UNDERSIGNED (NAME) .....</b>  <b>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.</b></p>			
4	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	Yes	No
4.1	If yes, furnish particulars		

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	

**14. MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF EQUITY OWNERSHIP BY HISTORICALLY DISADVANTAGED INDIVIDUAL (HDI`S), AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.**

**GENERAL CONDITIONS**

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).

The value of this bid is estimated to either exceed or not exceed R50 000 000 (all applicable taxes included)

and therefore the 80/20 or 90/10 preference point system shall be applicable or

2. Points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific contract participation goals, as specified in the attached forms.

4. The maximum points for this bid are allocated as follows:

		<b>POINTS</b>	
<b>1. Price</b>		80	90
<b>2. Specific Contract Participation Goals</b>		<b>20</b>	<b>10</b>
<b>2.1 Historically Disadvantaged Individuals</b>		<b>16</b>	<b>8</b>
2.1.1 Who had no franchise in national elections before the 1983 and 1993 Constitution (black people)	8 / 4		
2.1.2 Who is female	4 / 1		
2.1.3 Who has a disability and / or Youth	2 / 1		
2.1.4 Who is Youth	2 / 1		
<b>2.2 Other Specific goals (Local Economic Development goals of the RDP)</b>		<b>4</b>	<b>2</b>
2.2.1 Business operations within Amajuba District – rural development initiatives	4 / 2		
<b>Total points for Price and HDI principles must not exceed</b>		<b>100</b>	

To claim specific goals listed under 2.2 above the Municipal water and light account in the name of the company or individual in case of Sole proprietor must be submitted.

1.5 Failure on the part of a bidder to submit proof of claim together with the bid, will be interpreted to mean that preference points for advancement of past imbalances are not claimed.

1.6 The purchaser or organ of the state reserves the right to require of a bidder or tenderer, 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) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.
- (b) **“price”** means an amount of money tendered for goods or services and includes all applicable taxes less all unconditional discounts.
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

**3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

**3.1 POINTS AWARDED FOR PRICE**

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

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

<b>80/20</b>	<b>or</b>	<b>90/10</b>
$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$	<b>or</b>	$P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where

- P<sub>s</sub> = Points scored for price of tender under consideration
- P<sub>t</sub> = Price of tender under consideration
- P<sub>min</sub> = Price of lowest acceptable tender

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

**POINTS AWARDED FOR PRICE**

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

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

Where

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

**4. POINTS AWARDED FOR SPECIFIC GOALS**

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

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>Category 1: Ownership -Historically Disadvantage Individuals by unfair discrimination (No franchise in elections before 1983 &amp; 1993 Constitution</b>		<b>16</b>		
> Race		8		
> Female		4		
> Disability		2		
> Youth		2		
<b>Category 2: Reconciliation and Development Programme (Government Gazette no.: 16085 dated 23 November 1994)</b>		<b>4</b>		
> Promotion of Local Enterprises (within Amajuba District: municipal & rural areas)		4		
<b>TOTAL</b>		<b>20</b>		

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct.
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process.
  - (b) recover costs, losses, or damages it has incurred or suffered as a result of that person's conduct.
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
  - (d) recommend that the tenderer or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....  
.....  
.....  
.....

**15. MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are to combat the abuse of the supply chain management system.
3. **The bid of any bidder may be rejected if the bidder, or any of its directors have:**
  - a) Abused the Municipality's Supply Chain Management System or committed any improper conduct in relation to such system:
  - b) Been convicted for fraud or corruption during the past five years:
  - c) Wilfully neglected, reneged or failed to comply with any government, municipal or public sector contract during the past five years; or
  - d) Been listed in the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corruption Activities Act (No 12 of 2004).
4. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

ITEM	QUESTION	YES	NO
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?</p> <p><b>(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 audit alteram partem rule was applied).</b></p> <p><b>The database of Restricted Suppliers now resides on the National Treasury`s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corruption Activities Act (No 12 of 2004)?</p> <p><b>(The Register for Bid Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

**RFP FOR SUPPLY, DELIVERY AND MAINTENANCE OF AN ON-SITE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM**

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

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME) \_\_\_\_\_**

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TO BE 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.**

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	

**16. MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - a. has been requested to submit a bid in response to this bid invitation;
  - b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - c. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) geographical area where product or service will be rendered (market allocation)
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a bid;
  - e) the submission of a bid which does not meet the specifications and conditions of the bid;
  - or
  - f) bidding with the intention not to win the bid.

**RFP FOR SUPPLY, DELIVERY AND MAINTENANCE OF AN ON-SITE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM**

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

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	

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



## SPECIFICATIONS

**REQUEST FOR PROPOSAL FOR SUPPLY, DELIVERY AND MAINTENANCE OF AN ON-SITE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM FOR A PERIOD OF 60 MONTHS**

**17. REQUEST FOR PROPOSAL FOR SUPPLY, DELIVERY AND MAINTENANCE OF AN ON-SITE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM FOR A PERIOD OF 60 MONTHS**

**1. INTRODUCTION AND BACKGROUND**

**The Newcastle Local Municipality** invites prospective bidders to submit detailed proposals for supply and delivery of an on-site Enterprise Resource Planning (ERP) System with support and maintenance for a period of **60 months**

The municipality is looking for a well experienced bidder who can demonstrate the understanding of integrated financial management & internal control which is designed with effective and efficient interrelationships between software(s), hardware(s), personnel, procedures, controls, and data contained within the systems. The solution must be in accordance with the mSCOA regulations

**2. OBJECTIVE**

The solution must, **as a minimum**, comply with the main components of municipal financial management and control. The seven components must integrate seamlessly with the mSCOA general ledger and comply at a posting level to mSCOA Regulations and GRAP. The appointed service provider must comply with any and all future mSCOA regulations, promulgated and yet to be promulgated. The Municipality reserves the right to terminate the contract of any appointed service provider who does not comply with any and all mSCOA related regulations as promulgated from time to time.

The main components are defined as follows, per section 5 of MFMA Circular. 80:

- General Ledger as per mSCOA regulation
- Billing for municipalities
- Supply chain management that complies with regulation
- Procurement that complies with regulation
- Creditors Management linked to CSD
- Assets management and tracking
- Inventory/stores
- Customer care module
- Budget module aligned to IDP as regulated
- HR and Payroll module with leave management

**3. SCOPE OF WORK**

Directly aligned to the defined components per the desired objective, there are fifteen (15) business processes that have been defined within Local Government. Each business process has been fragmented into sub-processes to enable alignment to practical work streams common to the municipality.

The objective of the business processes at outlined in the Municipal Regulations on Standard Chart of Accounts Gazette No 37577 and MFMA Circular No. 80 are that an ERP:

1. Must provide for the hosting of the mSCOA structure and associated detail as contained in
2. the seven defined Segments.
3. Must accommodate and operate the classification framework across all required
4. segments at a transactional level as defined in the associated detail to the segments.

5. Must provide for the data extraction functionality as per the segmented transactional string and seamless upload to the Local Government Database as hosted by the National Treasury.
6. May not apply methodologies of data mapping or data extrapolation to provide for the segmented transactional data string at a transactional level above as explained in point.
7. Must provide for full seamless integration between the core financial system representing the general ledger, and any third-party system with a direct impact on the general ledger.
8. Must have access to hardware that is sufficient to run the required software solution.

The 15 business processes are:

1. Corporate Governance;
2. Municipal Budgeting, Planning and Modelling;
3. Financial Accounting;
4. Costing and reporting;
5. Project Accounting;
6. Treasury and Cash Management;
7. Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable;
8. Grant Management;
9. Full Asset Life Cycle Management including Maintenance Management;
10. Real Estate and Resources Management;
11. Human Resource and Payroll Management;
12. Customer Care, Credit Control and Debt Collection;
13. Valuation Roll Management;
14. Land Use Building Control; and
15. Revenue Cycle Billing.

Although the required functionality is accepted to be driven by either legislation or mSCOA regulation, some functionality has been identified through evaluation, to be for best practice activities within local government.

The following 15 business processes must be supported as stipulated:

**\*\*N.B. Only tick the appropriate answer on the below. Whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting. Complete both blocks, fully functional and third-party block.**

**4. COMPLIANCE REQUIREMENTS: Screenshot(s) to be provided as POE for each of the following compliance requirements:**

1. CORPORATE GOVERNANCE					
1.1 System configuration					
No.	Functionality	Exists in ERP and is fully functional		Does not exist in ERP, exists through third party	
		Yes	No	Yes	No
1.1.1	Electronic approval and authorization capabilities of all transactions as predefined within the system per official.				

**RFP FOR SUPPLY, DELIVERY AND MAINTENANCE OF AN ON-SITE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM**

<b>1.1.2</b>	Must support complex user profiles, with segregation of duties, to limit user rights beyond the transaction, but to also include content sensitive measures such as organisational structure, payroll, project, source of funding, other segmented transactions or other system objects needed to ensure confidentiality of information and transactional integrity.	Yes	No	Yes	No
<b>1.1.3</b>	Must support delegation of duties and applied timeframes.	Yes	No	Yes	No
<b>1.1.4</b>	A comprehensive audit trail of all transactions at a transaction level must be available. This is to identify date, time and the user who initiated, approved, or amended any transaction.	Yes	No	Yes	No
<b>1.1.5</b>	The system must record all transactions with a unique transactional identifier.	Yes	No	Yes	No
<b>1.1.6</b>	No records should be physically deleted. Deleting a record in the context of the system means to flag as a status of being 'deleted', therefore not active. These records should be available for audit reporting. These deleted records may never be reactivated, only allowing creation of a new record with reference to the deleted one.	Yes	No	Yes	No
<b>1.1.7</b>	Bulk import of transactions facility.	Yes	No	Yes	No
<b>1.1.8</b>	A normalized relational database must be used.	Yes	No	Yes	No
<b>1.1.9</b>	Passwords must be stored in an encrypted format. Access to said file is only with administrative privilege.	Yes	No	Yes	No
<b>1.1.10</b>	Must support complex user profiles, with segregation of duties, to limit user rights beyond the transaction, but to also include content sensitive measures such as organisational structure, payroll, project, source of funding, other segmented transactions or other system objects needed to ensure confidentiality of information and transactional integrity.	Yes	No	Yes	No
<b>1.1.11</b>	Balancing of the sub-system with control accounts must be a condition of any period closure.	Yes	No	Yes	No
<b>1.1.12</b>	Monthly period closure and certification within the statutory reporting dates. Back-dating of transactions should not be allowed.	Yes	No	Yes	No
<b>1.1.13</b>	Year-end closures period 12 as of 30 June (of the current year) result in a transactional transfer of opening balance to period one in the following year.	Yes	No	Yes	No
<b>1.1.14</b>	Finalisation and submission of annual financial statements (AFS) period 13 results in opening balance transactional transfer of only the transactions of period 13.	Yes	No	Yes	No
<b>1.1.15</b>	Audit periods with allowed audit approved journals occur in period 14 and result in opening balance transactional transfer of only the transactions of period 14.	Yes	No	Yes	No
<b>1.1.16</b>	Accommodate a period 15 for prior period errors (GRAP 3).	Yes	No	Yes	No
<b>1.1.17</b>	Any corrections of prior period error(s) result in opening balance transactions in the subsequent years.	Yes	No	Yes	No
<b>1.1.18</b>	Period closing, finalisation and audit period corrections are opening balance transactions in the current open period as well as normal transactions in the audit periods.	Yes	No	Yes	No

**RFP FOR SUPPLY, DELIVERY AND MAINTENANCE OF AN ON-SITE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM**

<b>1.1.19</b>	Modules and sub-systems must integrate to the core ledger without any manipulation.	Yes	No	Yes	No
<b>1.1.20</b>	Enable drill down from the general ledger (GL) to sub-system source transactions to transactional level.	Yes	No	Yes	No
<b>1.1.21</b>	Integration and automation of the annual financial statements (AFS) as well as monthly MFMA section 71 reports (financial management statements).	Yes	No	Yes	No
<b>1.1.22</b>	Daily, weekly, monthly, and yearly backups must be documented and signed-off.	Yes	No	Yes	No
<b>1.1.23</b>	Disaster recovery must be off site.	Yes	No	Yes	No
<b>1.1.24</b>	The system must support ad-hoc backup capabilities.	Yes	No	Yes	No

**1.2 Reporting mechanisms**

<b>No.</b>	<b>Functionality</b>	<b>Exists in ERP and is fully functional</b>		<b>Does not exist in ERP, exists through third party</b>	
		Yes	No	Yes	No
<b>1.2.1</b>	The system must support mSCOA segmented reports which can be produced on any level of the mSCOA hierarchy.	Yes	No	Yes	No
<b>1.2.2</b>	There should be a management dashboard that displays at the Municipal manager's (accounting officer) and senior manager's, the key performance areas information in a continues real time update.	Yes	No	Yes	No
<b>1.2.3</b>	Dashboards and reports must be available to assist the Municipal manager to adhere to MFMA section 70, by providing early warning of impending financial distress.	Yes	No	Yes	No
<b>1.2.4</b>	The system should allow to monitor the financial progress of grants, programs, and capital projects as per the Service Delivery-and budget implementation plan (SDBIP).	Yes	No	Yes	No
<b>1.2.5</b>	Reports should be available real time monitoring performance of debt recovery and creditor payments.	Yes	No	Yes	No
<b>1.2.6</b>	The system should have standard reports imbedded within the system reflecting the budget versus actual performance of the votes / functions of the municipality.	Yes	No	Yes	No
<b>1.2.7</b>	The system should enable the municipality to export of data via reports in commonly used file formats which is normally associated with excel spreadsheets and other data base applications.	Yes	No	Yes	No
<b>1.2.8</b>	The system should support multiple year reporting for comparison and tracking of progress.	Yes	No	Yes	No
<b>1.2.9</b>	The system must allow to extract all required National treasury portal uploads for the current as well as past periods. These should also be produced in a readable format, representing the prescribed and/or specified descriptions of each segment.	Yes	No	Yes	No

**2. MUNICIPAL BUDGET PLANNING AND MODELING**

**2.1 Budget module**

<b>No.</b>	<b>Functionality</b>	<b>Exists in ERP and is fully functional</b>		<b>Does not exist in ERP, exists through third party</b>	
		Yes	No	Yes	No
<b>2.1.1</b>	The budget must be informed by the integrated development plan (IDP) and recorded across all the mSCOA segments as per the mSCOA regulation.	Yes	No	Yes	No

**RFP FOR SUPPLY, DELIVERY AND MAINTENANCE OF AN ON-SITE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM**

<b>2.1.2</b>	The system should equip users with budget and management information to determine funding adequacy of the budget ensuring the budget is funded.	Yes	No	Yes	No
<b>2.1.3</b>	The budget module must have the capabilities to calculate the budget opening balance.	Yes	No	Yes	No
<b>2.1.4</b>	The system must support automated balance sheet budget on item level, adhering to all known alignment rules and validations. Taking latest circulars in consideration ensuring complete schedule alignment with National treasury.	Yes	No	Yes	No
<b>2.1.5</b>	The budget module must support automated cashflow budget allocation.	Yes	No	Yes	No
<b>2.1.6</b>	The primary budget must allow for recovery and charge allocation on a secondary/costing level.	Yes	No	Yes	No
<b>2.1.7</b>	Virements processed in detail per period, with complete audit trail, and detailed reporting for auditing purposes	Yes	No	Yes	No
<b>2.1.8</b>	Virements adhering to policy and guidelines as per National treasury.	Yes	No	Yes	No
<b>2.1.9</b>	The ledger must have drill down capability, indicating the detailed budget transactions for ORGB, ADJB (including virements)	Yes	No	Yes	No

**3. FINANCIAL ACCOUNTING**

**3.1 General ledger (GL)**

<b>No.</b>	<b>Functionality</b>	<b>Exists in ERP and is fully functional</b>		<b>Does not exist in ERP, exists through third party</b>	
<b>3.1.1</b>	The GL must contain all the recorded transactions relating to municipality's assets, liabilities, net assets, income and expense according to the prescribed mSCOA segments.	Yes	No	Yes	No
<b>3.1.2</b>	The GL must be the central repository for accounting data transferred from all sub-ledgers e.g., revenue, cash management, fixed assets, procurement, debtors, and payroll as well as all entries reported against allocated budget.	Yes	No	Yes	No
<b>3.1.3</b>	Journal capabilities, allowing for bulk as well as single processing. Journals should be fully traceable, with period control by allowing current, period 13, period 14 and period 15.	Yes	No	Yes	No

**3.2 Accounts receivable**

<b>No.</b>	<b>Functionality</b>	<b>Exists in ERP and is fully functional</b>		<b>Does not exist in ERP, exists through third party</b>	
<b>3.2.1</b>	The system must have the ability to link debtor invoices with credit notes and reversals.	Yes	No	Yes	No
<b>3.2.2</b>	The system must be able to provide a debtors' ledger per individual debtor and in aggregate.	Yes	No	Yes	No
<b>3.2.3</b>	The system should enable the municipality to extract reports per tariff code for any adjustments and billing done for reconciliation purposes.	Yes	No	Yes	No
<b>3.2.4</b>	The system must support a module for the raising of ad hoc debtors that are not municipal service related, fully supported with detailed ageing, adjustment entries and integrated with cashier module.	Yes	No	Yes	No

**RFP FOR SUPPLY, DELIVERY AND MAINTENANCE OF AN ON-SITE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM**

<b>3.2.5</b>	The system must adhere to all segmentation rules within the debtors' submodules, ensuring correct recording of the financial position, financial performance, and cash flow.	Yes	No	Yes	No
--------------	--	-----	----	-----	----

**3.3 Accounts payable**

<b>No.</b>	<b>Functionality</b>	<b>Exists in ERP and is fully functional</b>		<b>Does not exist in ERP, exists through third party</b>	
<b>3.3.1</b>	The system must support a supplier database which syncs on a regular basis with the Central Supplier Database (CSD)	Yes	No	Yes	No
<b>3.3.2</b>	The system must be able to provide a creditors' ledger per individual creditor and in aggregate.	Yes	No	Yes	No
<b>3.3.3</b>	The system should enable the municipality to record invoices, credit- and debit notes and payments with allocated document and transaction dates.	Yes	No	Yes	No
<b>3.3.4</b>	The sub-module must allow payments, invoice payments on varied platforms. Bulk payment of invoices including direct linking to the banking sector. Producing of electronic remittance statements with	Yes	No	Yes	No
<b>3.3.5</b>	Goods received notes for full or partial deliveries must be aligned to authorised issued purchase orders. Goods return notes with debit and credit orders must be supported.	Yes	No	Yes	No

**3.4 Insurance claim register**

<b>No.</b>	<b>Functionality</b>	<b>Exists in ERP and is fully functional</b>		<b>Does not exist in ERP, exists through third party</b>	
<b>3.4.1</b>	The system must allow for insurance management module, integrated with the accounts payable, claim register, contract register and asset register.	Yes	No	Yes	No

**4. PROCUREMENT – SUPPLY CHAIN MANAGEMENT, SUPPLIER MANAGEMENT AND CONTRACT MANAGEMENT**

**4.1 Supply chain management (SCM)**

<b>No.</b>	<b>Functionality</b>	<b>Exists in ERP and is fully functional</b>		<b>Does not exist in ERP, exists through third party</b>	
<b>4.1.1</b>	Allow for requisition from the annual Procurement plan.	Yes	No	Yes	No
<b>4.1.2</b>	Requisitions must be project driven, with strict budget validation.	Yes	No	Yes	No
<b>4.1.3</b>	Supplier rotation management.	Yes	No	Yes	No
<b>4.1.4</b>	Supply chain deviation facility in terms of legislation.	Yes	No	Yes	No
<b>4.1.5</b>	All requisitions, orders invoices and payments must be subject to electronic authorisation aligned to the organogram	Yes	No	Yes	No
<b>4.1.6</b>	Adhere to the municipality's delegation of duties and authority levels	Yes	No	Yes	No
<b>4.1.7</b>	Electronically validate against the National Treasury database for prohibited, employees of state and related parties and invite tenders based preferential procurement principals	Yes	No	Yes	No
<b>4.1.8</b>	Electronically manage the invitation, bid closure and adjudication process with a full document management server unpinning the cycle	Yes	No	Yes	No
<b>4.1.9</b>	Record and electronically store the bid adjudication committee's meeting minutes and store the minutes on the document management server	Yes	No	Yes	No
<b>4.1.10</b>	Enforce where applicable retention enforcement and manage retention registers.	Yes	No	Yes	No

**RFP FOR SUPPLY, DELIVERY AND MAINTENANCE OF AN ON-SITE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM**

<b>4.1.11</b>	Ensure tax clearance management for the duration of the contract	Yes	No	Yes	No
<b>4.1.12</b>	Ensure that all payments are made within 30 days of receipt of an invoice therefore	Yes	No	Yes	No
<b>4.1.13</b>	The system should allow accruals to be raised on period closure	Yes	No	Yes	No
<b>4.1.14</b>	Automate notification alerting relevant system users when a supplier's BEE certificate and tax certification reach expiry dates.	Yes	No	Yes	No
<b>4.2 Contract management</b>					
<b>No.</b>	<b>Functionality</b>	<b>Exists in ERP and is fully functional</b>		<b>Does not exist in ERP, exists through third party</b>	
<b>4.2.1</b>	Contracts must be recorded with complete milestones and responsible parties.	Yes	No	Yes	No
<b>4.2.2</b>	The contract module must allow for the upload of original documentation for record keeping.	Yes	No	Yes	No
<b>4.2.3</b>	The module must fully integrate with the contract payment module with transactions reflecting on the contract module	Yes	No	Yes	No
<b>4.2.4</b>	The retention to each contract should be recorded within the register	Yes	No	Yes	No
<b>4.2.5</b>	The system should allow for Panel/Pool Contracts	Yes	No	Yes	No
<b>4.3 Purchase orders</b>					
<b>No.</b>	<b>Functionality</b>	<b>Exists in ERP and is fully functional</b>		<b>Does not exist in ERP, exists through third party</b>	
<b>4.3.1</b>	Allow for automated purchase orders from approved requisitions.	Yes	No	Yes	No
<b>4.3.2</b>	Electronic authorising of purchase orders (PO's) through workflow process	Yes	No	Yes	No
<b>4.3.3</b>	Automated sending of purchase orders (PO's) to supplier through email	Yes	No	Yes	No
<b>4.3.4</b>	Processing of partial order deliveries with automated reminders of outstanding items	Yes	No	Yes	No
<b>4.3.5</b>	Automated transfers of outstanding orders to future periods with budget controls	Yes	No	Yes	No
<b>4.3.6</b>	Align purchase order (PO) deliverables to the annual service delivery- and budget implementation plan (SDBIP)	Yes	No	Yes	No
<b>4.4 Inventory</b>					
<b>No.</b>	<b>Functionality</b>	<b>Exists in ERP and is fully functional</b>		<b>Does not exist in ERP, exists through third party</b>	
<b>4.4.1</b>	All consumable items in terms of the classification framework is purchased via an inventory principal.	Yes	No	Yes	No
<b>4.4.2</b>	In terms of the above, all systems should cater for a stores module be it virtual or actual that will allow management to control the consumable items in an effective and controlled manner.	Yes	No	Yes	No
<b>4.4.3</b>	The stores module must seamlessly integrate and balance with the ledger.	Yes	No	Yes	No
<b>4.4.4</b>	The system must support multiple stores, which is supported by tracking of stock and stock take.	Yes	No	Yes	No

**RFP FOR SUPPLY, DELIVERY AND MAINTENANCE OF AN ON-SITE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM**

<b>4.4.5</b>	The module must cater for stock and quantity adjustment per part with the necessary authorisation requirements. These must automatically update all required segments, disclosing the financial impact within the ledger.	Yes	No	Yes	No
<b>4.4.6</b>	The module must allow for a stock valuation report for all or selected classes, supporting monthly control processes, indicating the balancing between sub-module and ledger.	Yes	No	Yes	No
<b>4.4.7</b>	The module must allow for detailed and summarised stock movement reports.	Yes	No	Yes	No

**5. GRANT MANAGEMENT**

<b>5.1 Grant management</b>					
<b>No.</b>	<b>Functionality</b>	<b>Exists in ERP and is fully functional</b>		<b>Does not exist in ERP, exists through third party</b>	
<b>5.1.1</b>	Provide for a grant register linked to ledger accounts	Yes	No	Yes	No
<b>5.1.2</b>	Automate receipt allocation of grants by making use of the correct segments relevant to the grant	Yes	No	Yes	No
<b>5.1.3</b>	Automate payment allocation	Yes	No	Yes	No
<b>5.1.4</b>	Link mSCOA funding source with budget control.	Yes	No	Yes	No
<b>5.1.5</b>	Detailed grant reporting highlighting the conditions met	Yes	No	Yes	No
<b>5.1.6</b>	Grant recognition journal that is parameterised ensure correct recording against the required items and fund.	Yes	No	Yes	No

**6. FULL ASSET LIFE CYCLE MANAGEMENT INCLUDING MAINTENANCE**

<b>6.1 Asset management</b>					
<b>No.</b>	<b>Functionality</b>	<b>Exists in ERP and is fully functional</b>		<b>Does not exist in ERP, exists through third party</b>	
<b>6.1.1</b>	Manage the contract and build phase of the project by registering the component and rolling the accounting transaction up to the work-in-progress (WIP)	Yes	No	Yes	No
<b>6.1.2</b>	Immediately after a completion certificate is received, unbundle assets and maintain the parent-child relationship between the main asset and its components	Yes	No	Yes	No
<b>6.1.3</b>	Compile and monitor expenditure against the asset maintenance plans	Yes	No	Yes	No
<b>6.1.4</b>	Ensure that all asset transactions are recorded against the prescribed segments with	Yes	No	Yes	No
<b>6.1.5</b>	Allow for all financial entries, in current period as well as prior years (period 13,14,15) when preparing for AFS	Yes	No	Yes	No
<b>6.1.6</b>	Integration to billing systems to monitor investment properties and valuation inconsistencies	Yes	No	Yes	No
<b>6.1.7</b>	Enable table-to-floor inspection sheets (electronic devices are preferred) as well as floor-to-table look-up methodologies	Yes	No	Yes	No
<b>6.1.8</b>	Host an insurance register, aligned to the asset register	Yes	No	Yes	No
<b>6.1.9</b>	Allow for retrospective calculations such as depreciation	Yes	No	Yes	No
<b>6.1.10</b>	Report on maintenance done per asset, aligned with the maintenance project	Yes	No	Yes	No

**RFP FOR SUPPLY, DELIVERY AND MAINTENANCE OF AN ON-SITE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM**

<b>6.1.11</b>	Allow for criticality rating to be assignable to each asset via the risk assessment model	Yes	No	Yes	No
<b>6.1.12</b>	Any vehicle related expenses, maintenance, fuel must be recorded and reported	Yes	No	Yes	No

**7. REAL ESTATE AND RESOURCE MANAGEMENT**

**7.1 Real estate and resource management**

<b>No.</b>	<b>Functionality</b>	<b>Exists in ERP and is fully functional</b>		<b>Does not exist in ERP, exists through third party</b>	
<b>7.1.1</b>	Facilities rental module updated from receipting with workflow refunds.	Yes	No	Yes	No
<b>7.1.2</b>	Maintain a register of all rental properties.	Yes	No	Yes	No
<b>7.1.3</b>	Link to debtors' system for collection of rent.	Yes	No	Yes	No

**8. HUMAN RESOURCE AND PAYROLL MANAGEMENT**

**8.1 Human resource**

<b>No.</b>	<b>Functionality</b>	<b>Exists in ERP and is fully functional</b>		<b>Does not exist in ERP, exists through third party</b>	
<b>8.1.1</b>	Organogram budgeting, interfacing to the main budget system.	Yes	No	Yes	No
<b>8.1.2</b>	Employee Records Management	Yes	No	Yes	No
<b>8.1.3</b>	Leave Records Management	Yes	No	Yes	No
<b>8.1.4</b>	Leave Pay Accrual to be automated also to be retrieved on an ad hoc basis	Yes	No	Yes	No
<b>8.1.5</b>	E-Leave functionality – portal for employee self service	Yes	No	Yes	No
<b>8.1.6</b>	Training and Development Management	Yes	No	Yes	No
<b>8.1.7</b>	Recruitment and Selection Management	Yes	No	Yes	No
<b>8.1.8</b>	Travel claims Management	Yes	No	Yes	No
<b>8.1.9</b>	Payroll and Benefits Management	Yes	No	Yes	No
<b>8.1.10</b>	Automated reconciliation at predetermined intervals	Yes	No	Yes	No
<b>8.1.11</b>	Overtime claims Management/ Time off in lieu	Yes	No	Yes	No
<b>8.1.12</b>	Special Allowance Management (eg acting, secondments, etc)	Yes	No	Yes	No
<b>8.1.13</b>	Refunds to staff in respect of over-deductions and ad hoc payments	Yes	No	Yes	No
<b>8.1.14</b>	Deductions and payments to third parties (eg medical aids, SARS, union contributions, etc)	Yes	No	Yes	No
<b>8.1.15</b>	Ad hoc payroll runs must reflect in the Financial Management System	Yes	No	Yes	No
<b>8.1.16</b>	Must cater for pensioners' benefits	Yes	No	Yes	No
<b>8.1.17</b>	Provision to record allowance details against a post and employee (eg Telephone Allowance, categories, amounts, telephone number etc.).	Yes	No	Yes	No
<b>8.1.18</b>	Employee Relations	Yes	No	Yes	No
<b>8.1.19</b>	The system must cater for all requirements of the South African Revenue Services (SARS)	Yes	No	Yes	No
<b>8.1.20</b>	Must provide a facility to automate the update of tax tables whenever changes occur	Yes	No	Yes	No
<b>8.1.21</b>	History of previous tax tables must be retained on the system for an indefinite period	Yes	No	Yes	No

**RFP FOR SUPPLY, DELIVERY AND MAINTENANCE OF AN ON-SITE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM**

<b>8.1.22</b>	The system must be flexible to cater for any legislative changes to UIF, Workman's Compensation, Unions, etc.	Yes	No	Yes	No
<b>8.1.23</b>	The system must be able to cater for more than payroll type (eg Staff, Pensioners, etc)	Yes	No	Yes	No
<b>8.1.24</b>	Narrative type pay slips must be provided (Hard copy and electronically)	Yes	No	Yes	No
<b>8.1.25</b>	Accumulations of all deductions to be printed on pay slip if required (Pension, tax, housing allowance, motor car allowance, etc.).	Yes	No	Yes	No
<b>8.1.26</b>	Salary payments made to employees' bank accounts must be catered for electronically by either ACS (Automated Clearing Bureau) or electronic funds transfer (EFT).	Yes	No	Yes	No
<b>8.1.27</b>	Provide a payment hold facility	Yes	No	Yes	No
<b>8.1.28</b>	Third Party deduction and payments in terms of schedules or ad hoc basis	Yes	No	Yes	No
<b>8.1.29</b>	Variance reporting	Yes	No	Yes	No
<b>8.1.30</b>	The ability to calculate back pay across tax periods and increment periods must be provided for.	Yes	No	Yes	No
<b>8.1.31</b>	The system must allow for dummy validation pay runs to be carried out prior to running the final run.	Yes	No	Yes	No
<b>8.1.32</b>	All temporary staff (eg seasonal workers, learner ship programs, contract workers, etc) to be controlled via Budget availability.	Yes	No	Yes	No
<b>8.1.33</b>	Provision to maintain (add, amend, delete) conditions of service pertaining to specific posts	Yes	No	Yes	No
<b>8.1.34</b>	The Payroll System must be able to accommodate or account for all vacancies (ie funded and or unfunded vacancies) based on a Council approved Organogram in terms of. Section 66A of the Municipal Systems Act Amendment Act (MSAA).	Yes	No	Yes	No
<b>8.1.35</b>	Budget control and management of virement requirements	Yes	No	Yes	No
<b>8.1.36</b>	Ensure that all employees' and councillors' declaration of interest and related parties are	Yes	No	Yes	No
<b>8.1.37</b>	Report and create the workflow for collection of all employees and councillors with arrear accounts.	Yes	No	Yes	No
<b>8.1.38</b>	Provide the financial statements with regulated reporting requirements regarding the municipal councillors' outstanding debtor account details.	Yes	No	Yes	No
<b>8.1.39</b>	Provide the general ledger (GL) with transactions that debit expenditure and credit revenue votes when applicable. This creates a temporary total liability of the payroll balance on the integration control.	Yes	No	Yes	No
<b>8.1.40</b>	Manage seamless third-party payment integration	Yes	No	Yes	No
<b>8.1.41</b>	Electronic funds transfer (EFT) to employee's bank accounts into the core financial systems cashbook awaiting approval	Yes	No	Yes	No

**8.2 Payroll**

<b>No.</b>	<b>Functionality</b>	<b>Exists in ERP and is fully functional</b>		<b>Does not exist in ERP, exists through third party</b>	
<b>8.2.1</b>	Must be able to easily integrate with banks. Seamless upload of payroll information	Yes	No	Yes	No
<b>8.2.2</b>	Support multiple payrolls with different pay structures	Yes	No	Yes	No

**RFP FOR SUPPLY, DELIVERY AND MAINTENANCE OF AN ON-SITE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM**

<b>8.2.3</b>	Produce, in conjunction with the Human Resource system, a multi-year budget in the mSCOA segmentation with integration to the main budget module.	Yes	No	Yes	No
<b>8.2.4</b>	Integrate with the time management system	Yes	No	Yes	No
<b>8.2.5</b>	Ability to submit statutory reporting to SARS for all taxes	Yes	No	Yes	No

**9. COSTING AND REPORTING**

<b>9.1 Costing transactions</b>					
<b>No.</b>	<b>Functionality</b>	<b>Exists in ERP and is fully functional</b>		<b>Does not exist in ERP, exists through third party</b>	
<b>9.1.1</b>	The system should allow for costing per project, with resource allocation.	Yes	No	Yes	No
<b>9.1.2</b>	The system should also cater for the necessary functions and validations to allow for the usage the prescribed costing segment for interdepartmental charges.	Yes	No	Yes	No

**10. CUSTOMER CARE, CREDIT CONTROL AND DEBT COLLECTION**

<b>10.1 Customer care</b>					
<b>No.</b>	<b>Functionality</b>	<b>Exists in ERP and is fully functional</b>		<b>Does not exist in ERP, exists through third party</b>	
<b>10.1.1</b>	The platform should be available to Consumers through an Online Web Portal and a Mobile Application on the Apple and Google stores.	Yes	No	Yes	No
<b>10.1.2</b>	Consumers should be able to register a profile on the Consumer Portal and/or App with either their email address or mobile phone number, which should be verified on registration.	Yes	No	Yes	No
<b>10.1.3</b>	Consumers should be able to link their profiles on the Consumer Portal and/or App with their registered accounts at the municipality.	Yes	No	Yes	No
<b>10.1.4</b>	The municipality should be able to send communication to Consumers on Email and SMS.	Yes	No	Yes	No
<b>10.1.5</b>	The municipality should be able to post messages and share general information to the Consumer in the Portal and Mobile App.	Yes	No	Yes	No
<b>10.1.6</b>	Consumers should be able to rate and/or provide feedback to the municipality regarding the quality of the services and the performance of the municipality or its service providers.	Yes	No	Yes	No
<b>10.1.7</b>	Consumers with linked accounts should be able to view and query metered consumption. The display must indicate "read" vs "averaged" meter readings as well as conventional vs pre-paid.	Yes	No	Yes	No
<b>10.1.8</b>	Consumers with linked accounts should be notified when readings for their meters are due each month, with the option for the consumer to then supply the reading to the municipality and attach a photo of the meter with the reading.	Yes	No	Yes	No
<b>10.1.9</b>	Consumers with linked accounts should be able to view and print of historic statements.	Yes	No	Yes	No
<b>10.1.10</b>	Consumers should be able allowed to log an incident/query/compliment with an auto generated incident number for tracking, escalation, and feedback.	Yes	No	Yes	No

**RFP FOR SUPPLY, DELIVERY AND MAINTENANCE OF AN ON-SITE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM**

<b>10.1.11</b>	Consumers with linked accounts should be able to pay outstanding balances online from the Portal or Mobile App.	Yes	No	Yes	No
<b>10.2 Credit control</b>					
<b>No.</b>	<b>Functionality</b>	<b>Exists in ERP and is fully functional</b>		<b>Does not exist in ERP, exists through third party</b>	
<b>10.2.1</b>	The system must be able to communicate late payment notifications via SMS, e-mail and/or hand delivered.	Yes	No	Yes	No
<b>10.2.2</b>	The list for meter disconnection must be driven by parameter settings.	Yes	No	Yes	No
<b>10.2.3</b>	Pre-legal actions defined below are inter alia at a minimum: - SMS (two-way communication) - Final Reminders - Electricity Disconnections - Water Restrictions / Disconnections - Illegal consumption inspections - Reconnection / Unrestricting	Yes	No	Yes	No
<b>10.2.4</b>	Legal process defined below are inter alia at a minimum: - Final Demands (Section 129) - Summons - Judgement - Warrant of Execution - Sale in Execution - Handed Over to Attorney	Yes	No	Yes	No
<b>10.2.5</b>	The system must cater for reporting various statistical reporting, for both monetary as well as field operations, for example: - Response rate per type of action - Accounts available for allocation to field workers - Capacity management of field workers - Referral management - Results per action type (Electricity cuts, water restrictions, reconnections, tampers etc.) - Unsuccessful actions and reasons - Success rate of actions performed. - Progress on completion of actions by field workers	Yes	No	Yes	No
<b>10.3 Indigent management</b>					
<b>No.</b>	<b>Functionality</b>	<b>Exists in ERP and is fully functional</b>		<b>Does not exist in ERP, exists through third party</b>	
<b>10.3.1</b>	The system should validated indigents prior any billing run within the billing module, indigent tariffs must automatically default to normal billing in the case of the indigency expiring or lifted.	Yes	No	Yes	No
<b>10.4 Arrangements</b>					
<b>No.</b>	<b>Functionality</b>	<b>Exists in ERP and is fully functional</b>		<b>Does not exist in ERP, exists through third party</b>	
<b>10.4.1</b>	The system must allow the Consumer department to activate arrangements with a consumer, supporting the following processes:	Yes	No	Yes	No

**RFP FOR SUPPLY, DELIVERY AND MAINTENANCE OF AN ON-SITE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM**

- Review of application				
- Authorisation of applications				
- Restriction and reinstatement of credit and prepaid meters				
- Comprehensive reporting				
- Parameter driven cut-off process, overlooking valid arrangements which have not defaulted.				
- Automated canceling of arrangements once defaulted.				

**11. VALUATION ROLL MANAGEMENT**

<b>11.1 Valuation roll management</b>					
<b>No.</b>	<b>Functionality</b>	<b>Exists in ERP and is fully functional</b>		<b>Does not exist in ERP, exists through third party</b>	
11.1.1	Integrate information for spatial analysis in a Geographical Information System (GIS).	Yes	No	Yes	No
11.1.2	Integrate with the building control system ensuring additions as well as new buildings updates the billing module.	Yes	No	Yes	No
11.1.3	Integrate with the Surveyor General (SG) database and town planning systems in use at the municipality.	Yes	No	Yes	No
11.1.4	Integrate with the deeds registry and monitor actual sales with current valuations as well as ownership against the billing system.	Yes	No	Yes	No
11.1.5	The GV (General Valuation) and SG (Supplementary Valuation) roll seamlessly updates the billing module for correct billing per category.	Yes	No	Yes	No
11.1.6	The system allows to extract the Circular 93 reconciliation report which adheres to the prescribed template for required uploads.	Yes	No	Yes	No
11.1.7	Allows for the printing of exception reports, indicating properties where there is a misalignment between valuator and billing module category.	Yes	No	Yes	No

**12. LAND USE AND BUILDING CONTROL MANAGEMENT**

<b>12.1 Land use and building control management.</b>					
<b>No.</b>	<b>Functionality</b>	<b>Exists in ERP and is fully functional</b>		<b>Does not exist in ERP, exists through third party</b>	
12.1.1	Property register providing for all land in the municipal area.	Yes	No	Yes	No
12.1.2	Integrate with cashier, billing, and valuation system.	Yes	No	Yes	No
12.1.3	Integration with asset register for municipal owned properties.	Yes	No	Yes	No

**13. REVENUE CYCLE BILLING**

<b>13.1 Billing and consumer management.</b>					
<b>No.</b>	<b>Functionality</b>	<b>Exists in ERP and is fully functional</b>		<b>Does not exist in ERP, exists through third party</b>	
13.1.1	Measure and flag anomalies of the current database transaction (all services) against alternative information sources such as Surveyor General (SG), Deeds and valuation rolls to ensure completeness of actual billing	Yes	No	Yes	No

**RFP FOR SUPPLY, DELIVERY AND MAINTENANCE OF AN ON-SITE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM**

<b>13.1.2</b>	Calculate and account monthly for the provision of bad debt.	Yes	No	Yes	No
<b>13.1.3</b>	Integration of Prepaid at a minimum of a 'debtor per tariff '-code per region, monthly bill the consolidation sales amount and daily receipt the sales.	Yes	No	Yes	No
<b>13.1.4</b>	Provide accessible pay points and other mechanisms for settling accounts or for making pre-payments for services.	Yes	No	Yes	No
<b>13.1.5</b>	Provide adequate information for spatial analysis in a Geographical Information System (GIS).	Yes	No	Yes	No
<b>13.1.6</b>	Create and Maintain Regional Structure.	Yes	No	Yes	No
<b>13.1.7</b>	Integrate with valuation and property systems.	Yes	No	Yes	No
<b>13.1.8</b>	Create and maintain a tariff structure to comply with mSCOA Regulations.	Yes	No	Yes	No
<b>13.1.9</b>	Produce monthly invoices to debtors and group accounts.	Yes	No	Yes	No
<b>13.1.10</b>	Allow for rebates and penalty levies.	Yes	No	Yes	No
<b>13.1.11</b>	Must have report writing capabilities for standard & Ad hoc reporting (daily, monthly & annual).	Yes	No	Yes	No
<b>13.1.12</b>	Maintenance of tariffs as per the tariffing section.	Yes	No	Yes	No
<b>13.1.13</b>	Disconnections and re-connection process flow.	Yes	No	Yes	No
<b>13.1.14</b>	Integration into 3rd party software for receive readings taken.	Yes	No	Yes	No
<b>13.1.15</b>	Must be able to store infrastructure (metering) diagrams which will show the physical location of meter to be able to drill down to all the relevant information concerning the meter in question.	Yes	No	Yes	No
<b>13.1.16</b>	Must have a full process and document flow for terminations and re-connections of services and the relevant documentation.	Yes	No	Yes	No
<b>13.1.17</b>	Must integrate with the Geographical Information System (GIS) to the extent that reticulation of services can be viewed as a layer at any point in time within the context of the current property being worked on.	Yes	No	Yes	No
<b>13.1.18</b>	Must be able to do consolidated billing of properties (all services and rates into one bill): As Municipalities are working within the determination of the Municipal Property Rates Act, 2004, a property relational database design is critical. The respective debtor is secondary to that.	Yes	No	Yes	No
<b>13.1.19</b>	Generate statements at any point in time and consolidate at customer level.	Yes	No	Yes	No
<b>13.1.20</b>	Flexible tariff building structure and design. System must be capable of inclining block tariffs based on daily, monthly, or annual rate scales	Yes	No	Yes	No
<b>13.1.21</b>	Must allow for the maintenance of tariffs as per the tariffing section.	Yes	No	Yes	No
<b>13.1.22</b>	Customer must be able to nominate between mailing, MMS or e-mailing of monthly statement.	Yes	No	Yes	No

**13.2 Meter Management**

<b>No.</b>	<b>Functionality</b>	<b>Exists in ERP and is fully functional</b>		<b>Does not exist in ERP, exists through third party</b>	
<b>13.2.1</b>	Functionality is required to link the numbered meter that is used to measure the consumption of services to the erf/ property on which the meter is installed. It is important to note that there may well be more than one meter per erf/ property.	Yes	No	Yes	No
<b>13.2.2</b>	Functionality is required to categorise meters.	Yes	No	Yes	No

**RFP FOR SUPPLY, DELIVERY AND MAINTENANCE OF AN ON-SITE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM**

<b>13.2.3</b>	The system must be able to record the relationship of each meter to the property and track meter readings and relevant history of each meter individually.	Yes	No	Yes	No
<b>13.2.4</b>	Functionality is required to link the Debtor to the numbered meter that is used to measure the Debtor consumption of services. It is important to note that a Debtor may well be linked to several meters. (E.g., a landlord with several leased properties). (MSA section 95d).	Yes	No	Yes	No
<b>13.2.5</b>	Functionality is required to create and maintain practical and efficient meter reading routes.	Yes	No	Yes	No
<b>13.2.6</b>	Functionality is required to capture and record the meter reading and the date on which the meter was read. At least the following methods of capture must be provided, namely: - Capture via keyboard entry - Receiving meter readings electronically from a third-party interface. Automated uploading and validation, limiting incorrect readings.	Yes	No	Yes	No
<b>13.2.7</b>	If a meter reading is not received, functionality is required to calculate an estimated consumption, according to pre-set parameter.	Yes	No	Yes	No
<b>13.2.8</b>	The system must be support pre-paid vending integration.	Yes	No	Yes	No
<b>13.2.9</b>	The system must allow for blocking rules on pre-paid sales.	Yes	No	Yes	No

**14. PROJECT ACCOUNTING**

<b>14.1 Project prioritisation</b>					
<b>No.</b>	<b>Functionality</b>	<b>Exists in ERP and is fully functional</b>		<b>Does not exist in ERP, exists through third party</b>	
<b>14.1.1</b>	The municipal budget module must be aligned to the project module.	Yes	No	Yes	No
<b>14.1.2</b>	Projects registered in the project module must be aligned to the mSCOA Project segment.	Yes	No	Yes	No
<b>14.1.3</b>	All segmentation of mSCOA must be incorporated into the project module, whereby a project-based budget is produced, informed by the integrated development plan (IDP) and giving input to the annual service delivery- and budget implementation plan (SDBIP).	Yes	No	Yes	No

**15. TREASURY AND CASH MANAGEMENT**

<b>15.1 Cash management</b>					
<b>No.</b>	<b>Functionality</b>	<b>Exists in ERP and is fully functional</b>		<b>Does not exist in ERP, exists through third party</b>	
<b>15.1.1</b>	The cash book module must be able to automate the receipting and reconciliation of direct deposits from the bank statement.	Yes	No	Yes	No
<b>15.1.2</b>	The system must enable the authorized official to record interest and bank charges from the bank statement within the reconciliation module.	Yes	No	Yes	No
<b>15.1.3</b>	The system must allow for seamless integration between the Petty Cash, Investment, Loan, Cashier and Payment module.	Yes	No	Yes	No
<b>15.1.4</b>	Receipting module allowing for all payment methods	Yes	No	Yes	No

**RFP FOR SUPPLY, DELIVERY AND MAINTENANCE OF AN ON-SITE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM**

<b>15.1.5</b>	Accommodate the processing of multiple receipting streams.	Yes	No	Yes	No
<b>15.1.6</b>	The system must allow for multiple bank accounts.	Yes	No	Yes	No
<b>15.1.7</b>	Processing of payments at supervisor-controlled cash offices to accommodate cashier opening, balancing, and closing.	Yes	No	Yes	No
<b>15.1.8</b>	Multiple daily and monthly online and automated reconciliations.	Yes	No	Yes	No
<b>15.1.9</b>	Accommodate receipt cancellation.	Yes	No	Yes	No
<b>15.1.10</b>	Facilitate debit orders, with automated reconciliation and recording against the account receivable/debtor.	Yes	No	Yes	No
<b>15.1.11</b>	Printing and re-printing (marked as 'Copy Receipt') of receipts.	Yes	No	Yes	No
<b>15.2 Investment and loan management</b>					
<b>No.</b>	<b>Functionality</b>	<b>Exists in ERP and is fully functional</b>		<b>Does not exist in ERP, exists through third party</b>	
<b>15.2.1</b>	Accommodate all investment and loan related transaction, adhering to all mSCOA segment allocation rules, ensuring successful cash flow alignment	Yes	No	Yes	No
<b>15.2.2</b>	The system must allow for the extract of quarterly Investment, Loan and Bond monitoring reports for submission and reporting as regulated.	Yes	No	Yes	No
<b>15.2.3</b>	The system's Treasury module must allow for seamless integration between the Petty Cash, Investments, Loans, Receipting, and Payment module.	Yes	No	Yes	No

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

**5. LICENSE FEES**

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

**6. OVERLAPING CONTRACTS**

**The appointed service provider will be required to engage in good-faith negotiations with existing sub-module system providers in instances where contractual overlaps exist. Such arrangements must be made to allow the current contracts to run their full term, ensuring continuity of service and a smooth transition and avoiding duplicate cost to the Municipality.**

**7. ICT MANAGEMENT REQUIREMENTS**

The bidder shall ensure that the proposed system fully enables the Municipality's ICT Directorate to effectively perform its governance, management, support, and oversight responsibilities over the system throughout its lifecycle. To this end, the system must comply with the following ICT management requirements:

**7.1 System Administration and Control**

- The system must provide comprehensive administrative capabilities, including user management, role-based access control, and permission configuration.

- ICT must have full administrative rights to configure, manage, and maintain the system without dependency on the service provider for routine operational tasks.
- The system must support centralized administration, preferably through a secure web-based interface.

### **7.2 Audit Trails and Logging**

- The system must maintain detailed, tamper-proof audit logs of all user and system activities, including logins, transactions, data modifications, and configuration changes.
- Audit logs must be exportable and retained in accordance with municipal records management and audit requirements.
- The system must allow ICT to generate reports for audit and compliance purposes.
- The system must enable ICT to extract and report specifically on administrator activities (including all actions performed by users with elevated privileges) for monitoring, review, and audit purposes.

### **7.3 Integration Capability**

- The system must support seamless integration with existing municipal systems through standard APIs (REST/SOAP), web services, or other open integration protocols.
- Proper documentation of all integration interfaces must be provided to ICT.
- The system must support secure data exchange and interoperability.

### **7.4 Security and Access Management**

- The system must comply with industry-standard security protocols, including encryption, authentication, and authorization mechanisms.
- The system must support integration with the Municipality's identity management systems (e.g., Active Directory or similar) to enable centralized authentication and user management.
- Multi-factor authentication (MFA) must be supported.
- ICT must be able to monitor and manage security configurations.

### **7.5 Alternative Requirements (Applicable only if Active Directory integration is not supported):**

#### **a) Password Configuration:**

Where the system cannot integrate with Active Directory or the Municipality's identity management systems, the system must provide fully configurable and ICT-managed password policy controls, including:

- Maximum password age (expiry period).
- Password history (number of previously used passwords remembered and restricted).
- Account lockout threshold for failed login attempts, including lockout duration and reset parameters.

- Secure password reset functionality, including user self-service (where applicable) and administrative reset controls.
- Minimum password length enforcement.
- Password complexity requirements (e.g., combination of uppercase, lowercase, numbers, and special characters).

**b) User Management:**

Where Active Directory integration is not supported, the system must provide comprehensive internal user management functionality that enables ICT to:

- Create, modify, and deactivate user accounts.
- Assign, change, and revoke user roles and permissions.
- Re-assign roles and permissions as required without vendor intervention.
- Manage user access in a controlled and auditable manner.
- Enforce segregation of duties through configurable role-based access controls.

**7.6 Hosting and Infrastructure**

- The system must be deployable in the Municipality's preferred hosting environment (on-premises, cloud, or hybrid).
- Full access to system infrastructure (where applicable) must be granted to ICT for monitoring and management.
- The solution must provide system health monitoring tools and dashboards accessible to ICT.

**7.7 Backup and Disaster Recovery**

- The system must support automated backups, with configurable backup schedules.
- ICT must have the ability to initiate, manage, and restore backups independently.
- A comprehensive disaster recovery mechanism must be in place, including defined Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO).

**7.8 Data Ownership and Portability**

- All data generated and stored within the system shall remain the sole property of the Municipality.
- The system must allow ICT to export data in standard, non-proprietary formats at any time.
- In the event of contract termination, the service provider must ensure full data handover without restrictions.

### **7.9 Change Management and Configuration**

- The system must include functionality to track and manage system changes, including configuration changes, updates, and patches.
- ICT must have visibility and control over all changes made to the system.
- The system must support version control and rollback capabilities.

### **7.10 Performance Monitoring and Reporting**

- The system must provide tools for real-time performance monitoring, including system usage, response times, and error tracking.
- ICT must be able to generate performance and usage reports to support decision-making and planning.

### **7.11 Support and Maintenance**

- The bidder must provide clear support and maintenance procedures, including escalation processes.
- ICT must be empowered to perform first-line support, with adequate training and documentation provided.

### **7.12 Documentation and Knowledge Transfer**

- Comprehensive technical and user documentation must be provided, including system architecture, database structure, and configuration guides.
- The bidder must conduct knowledge transfer sessions to ensure ICT staff are fully capacitated to manage the system.

### **7.13 Compliance and Standards**

- The system must comply with applicable legislation, standards, and municipal ICT governance frameworks.
- The bidder must ensure alignment with best practices in ICT service management (e.g., ITIL principles).

## **8 IMPLEMENTATION**

- Successful bidder must ensure compliance with mSCOA Regulations to be promulgated by National Treasury from time to time and failure to comply that may result in termination of the contract.
- Assessment of current status: On or offsite investigation of the current financial data.
- Organisational change management: Cost to ensure that organisational change management is addressed during implementation.
- Assessment of requirement: During assessment for current status, requirements must be identified.
- Customisation and setup of parameters: Operating system and server (setup of server with related software); Database setup (cost of setting up required database); Security and roles

**RFP FOR SUPPLY, DELIVERY AND MAINTENANCE OF AN ON-SITE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM**

definition (the cost of configuring users' access and security features) and Software solution (customising software solution to fit client requirement).

- User acceptance testing: Test environment setup and testing to an accepted level for users.
- Implementation training: Training for the size of municipality as indicated.
- Refresher training: Training plan for the next five years.
- Handholding: Cost to have support staff onsite for six weeks to ensure all processes have been tested. First billing cycle completed, salary run done, assets, financial transactions integrated, general ledger month-end done, and statutory reporting submitted.

**18. EVALUATION CRITERIA**

The bid shall be evaluated in five (5) stages as follows: -

Stage 1: Administrative compliance

Stage 2: Mandatory requirements

Stage 3: Eligibility criteria

Stage 4: Pricing Schedule

Stage 5: Objective criteria

**Stage 1: Administrative compliance**

The Municipality has prescribed minimum administrative requirements that must be met by the bidders, to determine if the bid qualifies to be recognized as an acceptable bid, for further evaluation. In this regard administrative compliance will be carried out to determine whether the bidder's bid comply with the minimum requirements set on administration.

- Water and lights account in the name of tendering entity
- Tax Status, CSD registration
- Verification if not listed under tender defaulters.
- Signing of MBD 1
- Declaration of interest – MBD 4
- All forms must be completed in full.

**Stage 2: Mandatory requirements**

The following pre-qualification criterions will form part of bid evaluation process, and these Requirement is a key component in determining the capacity and capabilities in executing a contract and failure to comply with these requirements will result in automatic disqualification of your bid.

Mandatory requirements	Please tick the appropriate box	
	Yes	No
Insurance - Professional Indemnity insurance of not less than <b>R5 000 000</b> .  <b>Portfolio of Evidence</b> Copy of valid certificate.		
Letter of Good Standing (COIDA)- Valid letter of good standing [Compensation for Occupational Injuries and Disease Act (COIDA)] from the department of Labor or any other institution accredited by Department of Labor (to be verified)  <b>Portfolio of Evidence</b> Copy of valid certificate.		

**Stage 3: Eligibility criteria**

The following pre-qualification criterions will form part of bid evaluation process, and these requirements key components in determining the capacity and capabilities in executing a contract and failure to comply with these requirements will result in automatic disqualification of

**RFP FOR SUPPLY, DELIVERY AND MAINTENANCE OF AN ON-SITE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM**

your bid. The following criteria will also be used in particular as the criteria for appointment of the service provider.

The eligibility assessment comprises of two sections:

- Tenderers will firstly be assessed on the evaluation criteria of their submission as represented in below (Section 1)
- Those bidders that pass the minimum requirements of the evaluation criteria will be required to present a live system demonstration of their solution.
- The total score achieved for the evaluation criteria and system demonstration will be weighted out of 100.
- Tenders will be evaluated according to the criteria provided in the table below. **The successful bidder must achieve a total score of at least 50 points of the total of 85 to advance to section 2.**
- It is imperative that the service providers ensures that the curriculum vitae/ CV submitted is not included in other service provider's proposals. Should a duplication of CVs be identified across proposals, such CVs will be disregarded for both bidders during the evaluation process.
- All resource replacements will be subjected to a evaluation to ensure that the new resource meet the original requirements.

**Section 1 Evaluation Criteria**

	<b>CRITERIA</b>	<b>GUIDELINE</b>	<b>SCORING</b>		<b>WEIGHT</b>
<b>1</b>	Company Profile	<p>Project team leader experience, PMBOK or Prince2 certified. (NQF level 7 or above in Information Technology Systems and/or Accounting and/or Auditing or related course)</p> <p><b>Software developer</b> (NQF level 7 or above in Computer Science, Information Technology Systems or related course)</p> <p><b>Software engineer</b> (NQF level 7 or above in Computer Science, Information Technology Systems or related course)</p> <p><b>Business Analyst</b> (NQF 7 Financial Information Systems or Accounting and/or Auditing or related course)</p> <p><b>Implementation specialist</b> (NQF level 7 or above in Information Technology Systems and/or Accounting a related course.)</p> <p><b>POE: Attach CV and certified copies of certificates as Proof</b>  <b>NB: CV submitted must match the actual resource who will execute the project.</b></p>	<p>5+ Years &lt; 5 Years</p> <p>5+ Years &lt; 5 Years</p> <p>5+ Years &lt; 5 Years</p> <p>5+ Years &lt; 5 Years</p> <p>All cv's and certified copies attached</p>	<p>1 0</p> <p>1 0</p> <p>1 0</p> <p>1</p>	5
<b>2</b>	Experience of the Bidder in Supply and Maintenance of Local Government integrated Financial Management and internal Control Solution	<p>Number of clients using bidder's integrated Financial Management and internal control solution which were implemented during 2018 or after (post mSCOA).  <b>Supported by reference letters from each Municipality.</b></p>	<p>15 + Clients 10 - 14 Clients 5 - 9 Clients 1 - 4 0</p>	<p>30 20 10 4 0</p>	30

**RFP FOR SUPPLY, DELIVERY AND MAINTENANCE OF AN ON-SITE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM**

<b>3</b>	Recoverability	<p>Proof of ability to recover ERP from a Disaster. Provide proof of system generated restore test certificates and daily/success backup reports from Municipalities using service provider ERP.</p> <p>POE:  <b>1. System generated restore test certificate and supporting letter from the municipality confirming that backups are performed by service provider, and</b></p> <p><b>Provide the Backup &amp; Disaster Recovery Policy of the Service Provider for the clients data.</b></p>	<p>15 + Clients  10 - 14 Clients  5 - 9 Clients  1 - 4  0</p>	<p>15  10  5  3  0</p>	15
<b>4</b>	ISO 9001:2015 - Organizations use the standard to demonstrate the ability to consistently provide products and services that meet customer and regulatory requirements.	<p>Provide ISO 9001: 2015 (Quality management system certificate) certificate recognized by the International Accreditation Forum (IAF) as evidence of the Quality Management System</p> <p>POE: Certified copy of the ISO9001: 2015 certificate</p>	<p>Meets all requirements.</p> <p>Meets none of the requirements</p>	<p>10  0</p>	10
<b>5</b>	Company Experience in local government integrated financial management and internal control systems	<p>How many years' experience does the company have operating in the space of integrated financial management &amp; internal control systems within local government in South Africa</p> <p>POE: Business profile outlining specifically number of years of experience in Integrated ERP systems within local government.  Reference letters from Municipalities.</p>	<p>15 + years  5 – 14 years  &lt; 5 years</p>	<p>5  3  2</p>	5
<b>6</b>	ERP development	<p>Proudly South African, local ownership of ERP software for agility of Development decision making that benefits the RSA Local Government sector, Provide:</p> <ol style="list-style-type: none"> <li>1. OEM Certificate</li> <li>2. Proudly south African membership certificate</li> <li>3. Affidavit that shows/states that the integrated Financial &amp; internal control System software is locally owned</li> </ol> <p><b>**All three required for full points</b></p>	<p>Meets all requirements.</p> <p>Meets none of the requirements</p>	<p>20  0</p>	20
<b>Maximum Points</b>					<b>85</b>

**Section 2 Live System Demonstration Evaluation Criteria**

7	Live System Demonstration	<p>Verification of existence of modules, sub-modules, system(s) and sub-system(s) for below 15 Business Processes per process</p> <ol style="list-style-type: none"> <li>1. Electronic Records &amp; Document Management System</li> <li>2. Municipal Budgeting, Planning and Modelling;</li> <li>3. Financial Accounting;</li> <li>4. Costing, Project Accounting and reporting;</li> <li>5. Planning, Prioritization &amp; Project Management</li> <li>6. Treasury and Cash Management;</li> <li>7. Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable;</li> <li>8. Grant Management;</li> <li>9. Full Asset Life Cycle Management including Maintenance Management;</li> <li>10. Financial Indicators and Consumer BI Dashboards;</li> <li>11. Human Resource and Payroll Management;</li> <li>12. Customer Care, Credit Control and Debt Collection;</li> <li>13. Performance Management System</li> <li>14. Spatial view of Financial management system with reporting (Valuation Roll reporting to NT, Ward view &amp; 5 Basic services view)</li> <li>15. Revenue Cycle Billing.</li> </ol> <p>POE: Supply three (3) screen shots per process</p>	1 Point per business process upon confirmation of module	0 - 15	15
---	---------------------------	--	--	--------	----

**Stage 4: Preferential Pricing Schedule**

Bids will be adjudicated in terms of the Preferential Procurement Regulations, 2022 pertaining to Preferential Procurement Policy Framework Act, 5/2000 and other applicable legislations and will be based on 80/20 points scoring system. Preference points will be awarded to service providers based on Reconstruction and Development Programme – Government Gazette: 16085 (1994) initiatives. The bids will be valid for a period of one hundred and twenty (120) days from bid closing date. The Council reserves the right to accept all, some, or none of the bids submitted, either wholly or in part and it is not obliged to accept the lowest bid.

**Stage 5: Objective criteria**

In terms of Preferential Procurement Regulation 11 and section 2(1) (f) of the Preferential Procurement Policy Framework Act, the following are the objective criteria:

- The risk of fruitless and wasteful expenditure to Newcastle Local Municipality;
- The risk of Irregular expenditure to Newcastle Local Municipality;
- The risk of poor project and contract management on existing project with Newcastle Local Municipality;
- The risk of an abnormally low bid; and
- The risk of a material irregularity.

The Municipality reserves a right to apply objective evaluation criteria should the recommended bidder pose any of the above-mentioned risks after assessment, Newcastle Local Municipality after ascertaining sufficient information will not make an award to the bidder exposing the Municipality to one or more of the above-mentioned risks.



**RFP FOR SUPPLY, DELIVERY AND MAINTENANCE OF AN ON-SITE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM**

**NOTE:**

1. All delivery costs **MUST** be included in the bid price, for delivery at the prescribed destination.
2. Document **MUST** be completed in non-erasable black ink.
3. **NO** correction fluid/tape may be used. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
4. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
  - In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.

I / We \_\_\_\_\_  
 (full name of Bidder) the undersigned in my capacity as \_\_\_\_\_  
 of the firm \_\_\_\_\_

hereby offer to Newcastle Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Newcastle Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

	INDICATE WITH AN „X“							
Are you/is the firm a registered VAT Vendor	YES				NO			
If “YES”, please provide VAT number								

**Escalation of Offer Prices**

(Prices will be fixed for first 12 months and thereafter subject to escalation)

Expected escalation of prices after 12 months .....

Expected escalation of prices after 24 months .....

**\*\*N.B. Requirement assessment report to detail and cost outcomes of the status assessment for adoption by Council, approval and execution. Items to be considered, as a minimum, for costing during assessment are;**

1. Number of years for History conversion of legacy system (s).
2. mSCOA transacting readiness.
3. Process support to augmented internal capacity and skill gap(s)

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	

**20. SCHEDULE OF SIMILAR WORK EXPERIENCE OF THE BIDDER**

Employer (Name, Tel, Fax, Email)		Contact person (Name, Tel, Fax, Email)		Nature of Work	Value of Work (Incl. Vat)	Date Completed/ Duration
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
--	--

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	

**21. SCHEDULE OF OMISSIONS AND VARIATIONS FROM THE SPECIFICATION**

**(To be completed by the Bidder)**

Tenders will be held to be entirely in accordance with the Department's specification except in the respects stated hereunder and goods will be subject to rejection if it is found on delivery that it does not comply with the prescribed specification.

---

---

---

If the tender complies with the specification in all respects, the tenderer must state so here:-

---

---

---

---

NAME OF TENDERER (IN FULL):

NAME OF PERSON AUTHORISED TO SIGN THIS TENDER (IN FULL):

**NAME OF TENDERER** : \_\_\_\_\_

**SIGNATURE** : \_\_\_\_\_

**DATE** : \_\_\_\_\_

**PLACE** : \_\_\_\_\_

**22. DECLARATION BY BIDDER**

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of \*my / our tender and that I / we elect domicillium citandi et executandi (physical address at which legal proceedings may be instituted) in the Republic at:

---



---



---

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

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	
<b>Witness 1</b>		<b>Witness 2</b>	