



RUSTENBURG LOCAL MUNICIPALITY

**RLM/BTO/0004/2021/22 - APPOINTMENT OF A SERVICE PROVIDER FOR AN MSCOA
COMPLIANT FINANCIAL SYSTEM FOR A PERIOD OF 60 MONTHS FOR THE
RUSTENBURG LOCAL MUNICIPALITY**

PARTICULARS OF THE BIDDER	
NAME OF THE BIDDING OR TENDERING COMPANY	
POSTAL ADDRESS	
	POSTAL CODE
STREET ADDRESS (PHYICAL ADDRESS)	
	POSTAL CODE
E-MAIL ADDRESS	
TELEPHONE NUMBER (TELKOM LINE)	
CIDB CRS NUMBER (IF APPLICABLE)	
CELLPHONE NUMBER	
ALTERNATE CELLPHONE NO.	
CENTRAL SUPPLIER DATABASE NUMBER OF THE BIDDING COMPANY	



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ADMINISTRATIVE EVALUATION (DOCUMENT COMPLETION AND ATTACHMENT OF MANDATORY DOCUMENTS

CENTRAL SUPPLIER DATABASE REGISTRATION (CSD)

- ✓ Bidders must be registered on CSD and provide their registration number on the tender/ quotation document

COMPLETION OF THE DOCUMENT

**PLEASE READ AND FOLLOW INSTRUCTIONS BELOW ON HOW TO COMPLETE DIFFERENT FORMS IN
THE DOCUMENT AND FILL THEM AS INSTRUCTED**

- ✓ The tender documents must be completed in full i.e. Compulsory Questionnaire, MBD 1, Pricing Schedule, MBD 4, MBD 5, MBD 6.1, MBD 7.2, MBD 8, MBD 9, Section 38 and the Form of Offer, including all witness signatures on all the above stated forms.

- ✓ ***NB! FAILURE TO ADHERE TO THE BELOW MENTIONED POINTS WILL INVALIDATE THE TENDER AND
RESULT IN DISQUALIFICATION***

- **COMPULSORY QUESTIONNAIRE** must be fully completed and signed
In a case of Joint Venture separate COMPULSORY QUESTIONNAIRE forms must be completed and submitted.
- **MBD 1** must be fully completed and signed
- **PRICING SCHEDULE** must be fully completed and signed
- **MBD 4** -only tick the appropriate answer. Please be informed that whether you scratch out, tick or circle, **your answer will be where the pen ink is reflecting.**
In a case of Joint Venture or multi- directors, full details of all directors / trustees / shareholders / members must be provided on the table on MBD 4.
- **MBD 5** - only tick the appropriate answer. Please be informed that whether you scratch out, tick or circle, **your answer will be where the pen ink is reflecting.**
- *In a case of Joint Venture separate MBD 5 forms must be completed and submitted.* (complete if applicable)
- **MBD 6.1** – must be fully completed.
- **MBD 7.2** must be fully completed.
- **MBD 8** - only tick the appropriate answer box, whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting
- **MBD 9** - must be fully completed and signed
- **SECTION 38** - only tick the appropriate answer box, whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting. Must be fully completed and signed, including signatures of witnesses.
- Note that should you answer “**NO**” to any of the declaration questions on **section 38 form**, then supporting documents **MUST** be attached
- **SIGNATORY AUTHORISATION** – complete and sign the form
- The document must not be dismantled; page numbers must be sequential



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THE FOLLOWING MANDATORY DOCUMENTS MUST BE SUBMITTED TOGETHER WITH THE BID DOCUMENT

- ✓ Deposit slip with tender reference number.
- ✓ CSD report
- **FOR ALL DOCUMENTS THAT WILL NEED CERTIFICATION (AND AFFIDAVITS WHERE APPLICABLE) BIDDERS ARE REQUESTED NOT TO SUBMIT COPIES OF CERTIFIED COPIES.**
- ✓ A valid and certified (not older than (3) three months on the date of tender closure) BBBEE Certificate for the company (if it is a JV the BBBEE must be consolidated)

MUNICIPAL RATES AND TAXES STATEMENTS OF THE DIRECTORS

- ✓ Municipal rates and taxes statement which is no older than 3 months on the date tender closure for each directors' address must be attached; or
- ✓ Valid lease agreement of the director/s (showing lease period) or,
- ✓ An original letter from tribal authority not older than three (3) months if the director/s are residing in a tribal land, or
- ✓ If the rates and taxes account are not in the names of the director/s the attached municipal rates and taxes statement must be accompanied an original affidavit from the property owner whose names are reflecting on the municipal rates and taxes statement to confirm that the director resides in their property.

MUNICIPAL RATES AND TAXES STATEMENTS OF THE COMPANY

- ✓ Municipal rates and taxes statement which is no older than 3 months on the date tender closure for the company's' address must be attached; or
- ✓ Valid lease agreement of the company (showing all critical contractual obligations, or
- ✓ An original letter from a tribal authority not older than three (3) months if the company is operating from a tribal, or
- ✓ If the rates and taxes account are not in the names of the company, the attached municipal rates taxes statement must be accompanied by an original affidavit from the property owner whose names are reflecting on the municipal rates and taxes statement to confirm that the company operates from their property.

NB!!

- ✓ **FOR PROCUREMENT EXPECTED TO BE LESS THAN 10 MILLION, AWARDS WILL NOT BE MADE TO BIDDERS OWING MUNICIPAL RATES AND TAXES FOR OVER 90 DAYS AT THE TIME OF TENDER CLOSURE**
- ✓ **FOR PROCUREMENT EXPECTED TO BE MORE THAN 10 MILLION, AWARDS WILL NOT BE MADE TO BIDDERS OWING MUNICIPAL RATES AND TAXES FOR OVER 30 DAYS AT THE TIME OF TENDER CLOSURE**
- ✓ Required CIDB Grading Certificate where applicable
- ✓ Signatory resolution – Please attach a copy of Signatory resolution where instructed
- ✓ If the submission is from a Joint Venture, then a JV agreement must be attached



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VERIFICATION OF DOCUMENTS AND INFORMATION.

- ✓ Tax compliance status will be verified using CSD number. (For a bidder to be considered for final award, their status must reflect "tax compliance" before final award is made)
- ✓ CIDB Grading will be verified
- ✓ BBBEE certificates will be verified with relevant registration bodies.
- ✓ Sworn Affidavits will be accepted only if its originals submitted.

ALLOCATION OF BBBEE POINTS

- ✓ No points will be allocated for a BBBEE certificate that is a copy of a certified copy or not that is not certified.
- ✓ No points will be allocated if the attached sworn affidavit (BBBEE) is a copy.

INSTRUCTION ON THE SUBMISSION OF TENDER DOCUMENTS

- ✓ A tender document must be in a sealed document that has on the outside the bid number and bid description. Both the bid number and the bid description must be on the envelope for the document to be acceptable.
- ✓ If the bid number and description are not clearly marked on the envelope, the bid will be received
- ✓ The tender document must be in the tender box before the specified closing time and date.
- ✓ Bidders who arrive when the tender box is open are late.



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**PART A
INVITATION TO BID**

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE RUSTENBURG LOCAL MUNICIPALITY					
BID NUMBER:	RLM/BTO/0004/2021/22	CLOSING DATE:	29 OCTOBER 2021	CLOSING TIME:	09H00
DESCRIPTION	RLM/BTO/0004/2021/22 - APPOINTMENT OF A SERVICE PROVIDER FOR AN MSCOA COMPLIANT FINANCIAL SYSTEM FOR A PERIOD OF 60 MONTHS FOR THE RUSTENBURG LOCAL MUNICIPALITY				
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:

RUSTENBURG LOCAL MUNICIPALITY					
MISSIONARY MPHENI HOUSE					
CNR BEYERS NAUDE AND NELSON MANDELA DRIVE, RUSTENBURG					
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-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					



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ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM	CONTACT PERSON	MR M. DIRE
CONTACT PERSON	MR J MASINGA	TELEPHONE NUMBER	014 590 3216
TELEPHONE NUMBER	0145903123	E-MAIL ADDRESS	mdire@rustenburg.gov.za
E-MAIL ADDRESS	jmasinga@rustenburg.gov.za tenders@rustenburg.gov.za		



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**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, COMPLETED WITH A BLACK PEN	
1.3. THIS BID IS SUBJECT TO THE RLM SUPPLY CHAIN MANAGEMENT POLICY, PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE 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)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS WILL 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:



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1. Sealed bid documents marked: **“RLM/BTO/0004/2021/22 - APPOINTMENT OF A SERVICE PROVIDER FOR AN MSCOA COMPLIANT FINANCIAL SYSTEM FOR A PERIOD OF 60 MONTHS FOR THE RUSTENBURG LOCAL MUNICIPALITY”** must be placed in the bid box in the foyer of the Municipal offices, Missionary Mpheni House, Beyers Naude Drive, Rustenburg not later than **29 OCTOBER 2021 @ 09H00**, where after the bids will be opened in public at the Municipal offices.
2. The bid will be evaluated as follows: **ADMINISTRATIVE EVALUATION (DOCUMENT COMPLETION AND ATTACHMENT OF MANDATORY DOCUMENTS), AND FUNCTIONALITY (MINIMUM QUALIFYING SCORE 75), PRESENTATIONS OF THE FUNCTIONALITY OF THE SYSTEM (ACTUAL LIFE DEMONSTRATION OF THE FUNCTIONAL MODULE AND NOT PROOF OF CONCEPT; TO VERIFY WHETHER CODING STRUCTURE DOES NOT ALLOW MANUAL INTERVENTION AND PRODUCTION OF JOURNALS AND 80/20 PREFERENCE POINT SYSTEM (PRICE = 80 & BBBEE POINTS = 20)**
3. must be deposited in the box before the closing date and time.
4. Please note that no bid documents given to couriers will not be signed for by Rustenburg Local Municipality.
5. The Council will not be responsible for bids not received or received late by mail. Bids will remain valid for 90 days (Ninety).
6. All bids will be adjudicated based on the prescribed criterion as stipulated in the document.
7. An updated record of payment of rates, taxes and services to the relevant Municipality must be attached. Failure to do so will invalidate the bid submitted
8. No bids will be considered from any person(s) in the service of the state (as defined in Regulation 1 of Local Government: Municipal Supply Chain Management Regulations).
9. Objections or complaints must be submitted in writing to the Municipal Manager at the address stated, and must contain the following:
 - (a) reasons and/or grounds for the objection or complaint.
10.
 - (b) the way in which the objector or complainant's rights have been affected; and
 - (c) the remedy sought by the objector or complainant.
11. Any objection or complaint must reach the Municipal Manager with a 14-day period after award has been made. Late objections or complaints will not be entertained.
12. All bids must be submitted on the official forms provided and a successful bidder will be required to fill and sign a written Contract Form (MBD 7).

RUSTENBURG LOCAL MUNICIPALITY
P.O. BOX 16
MISSIONARY MPHENI HOUSE



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GENERAL CONDITIONS OF CONTRACT
(NOT TO BE ALTERED)

**PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
Dated July 2010 as set out by the National Treasury: Republic of South Africa
TABLE OF CLAUSES**

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General Conditions of Contract

1. Definitions



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1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 "Day" means calendar day.

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

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

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

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

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

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

1.14 "GCC" means the General Conditions of Contract.



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

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

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

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

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

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 “Tort” means in breach of contract.

1.27 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

2. Application

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

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

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



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3. General

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

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

4. Standards

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

5. Use of contract documents and information inspection

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

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

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

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

6. Patent Rights

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

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

7. Performance security

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

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

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



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

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage.



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Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
- (b) in the event of termination of production of the spare parts:



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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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



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18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's delivery and/or performance

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

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

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

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

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

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct



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from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

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

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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



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empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

24. Antidumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in

Performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall

continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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



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- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

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

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

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



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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 **restrictive practices** 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.



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TERMS OF REFERENCE

RLM BACKGROUND

1. INTRODUCTION

**RLM: RLM ...REQUEST FOR PROPOSAL FOR SUPPLY, DELIVERY AND MAINTENANCE OF AN
INTEGRATED FINANCIAL SYSTEM**

Rustenburg Local Municipality invites prospective bidders to submit detailed proposals for supply and delivery of an integrated financial system with support and maintenance for a period of sixty (60) months. The municipality is looking for well-experienced bidder who can demonstrate the understanding of financial management systems that is designed with effective and efficient interrelationships between software, hardware, personnel, procedures, controls, and data contained within the systems.

The financial management systems must have, as a minimum, the following four characteristics:

1. Standard data classifications (definition and formats) established and used for recording and reporting financial events;
 2. Common processes used for processing similar kinds of transactions;
 3. Internal controls over data entry, transaction processing, and reporting applied consistently;
- And
4. A design that eliminates unnecessary duplication of transaction entry.

Financial Management Systems required by Rustenburg Local Municipality should establish and maintain single, integrated and interactive functionalities that will ensure timely and accurate financial data, increase quality policy and decisions making and provide accurate or timely information.

The bidder should have proven capabilities to perform the required services with distinction no bidders would be accepted. The ideal service provider will be the one who can offer high quality of service, and has extensive and proven record of accomplishment of similar projects successfully implemented and maintained. The costs of such system should be moderate and no quality should be compromised, standards compatibility should be maintained, ease of modification and upgrading should be of high importance.



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The proposal should meet the following criteria:

- Improve data quality and credibility
- Analysis of sector comparison
- Uniform recording of transactions
- Uniform data sets
- Standardise key business processes
- Standardisation and alignment of government accountability cycle Standardisation of account classification

Standardise key business processes

Standardisation and alignment of government accountability cycle Standardisation of account classification

The required system should comply with municipal Standard Charts of Accounts.



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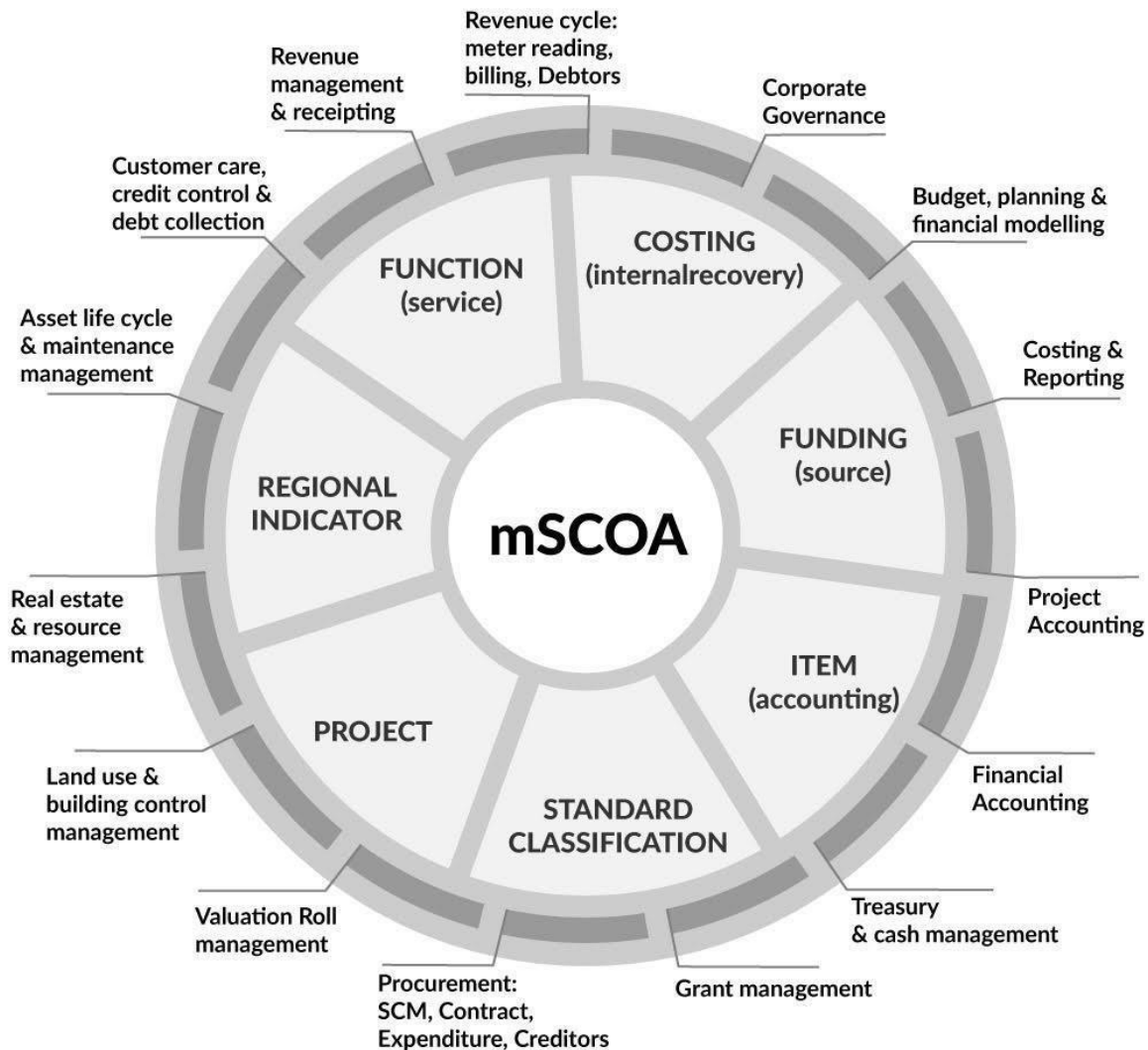


FIGURE 1

The municipality is therefore looking for a partner that will assist in ensuring that the project is successfully implemented.



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2. SPECIAL CONDITIONS OF CONTRACT

- 2.1 The successful service provider must provide clearance from the municipality where they are based indicating that they are not in arrears with regard to their respective municipal services accounts.
- 2.2 Bidders must initial all the pages of the Bid document and sign the Bidder particulars page in full.
- 2.3 Bidders must complete the original Bid document in black ink, and notice must be taken that tip-ex may not be used in the document
- 2.4 The original Bid document must be submitted together with the cost proposals
- 2.5 The transaction shall be subject to any stipulations in any Act, Ordinance or Bylaw pertaining thereto.
- 2.6 No proposals by any person that is not competent to enter into an agreement will be considered and if it is established that it is the case, Council in this regard will consider the contract agreement null and void.
- 2.7 Disputes must be settled by means of mutual consultation, mediation (with or without legal representation) or when unsuccessful, in a South African court of law on an attorney and client scale.
- 2.8 Should any legal action be deemed necessary to determine any aspect arising out of these conditions; or to enforce any rights in terms of these conditions; then and in that event the parties hereto agree categorically to the jurisdiction of the Magistrate's Court to hear such action and to pass judgment notwithstanding the fact that the cause of action is beyond the jurisdiction of the Court: Provided always that Council shall have the right in its sole discretion to take action in any competent higher court in any matter exceeding the ordinary jurisdiction of the Magistrate's Court.

Council reserves the right to accept any cost proposal in a tender submitted or part thereof and will not be obliged to accept the highest tender price submitted in a tender OR any proposal submitted.

3. GENERAL CONDITIONS OF CONTRACT

The conditions contained in the General Conditions of Contract (GCC), and the attached bid forms, as well as any other conditions accompanying this invitation are applicable. See Annexure B- (General Conditions of Contract)

4. SPECIAL REQUESTS BY BIDDER

Any proposal, request or condition that should be taken into account during consideration of the Bid



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5. FINANCIAL CONTRACT ARRANGEMENTS:

Council sets the following financial conditions:

- a) No payment of the milestones shall be made prior to an inspection to be done by Council to determine whether the work is complete and satisfactory
- b) Payment will be made upon completion of milestones as agreed to in the tender.

6. PRICING GUIDELINES:

- a) All tendered prices quoted by the contractor must be in South African Rands i.e. (Currency).
- b) The Council is not bound to accept any of the bids submitted and reserve the right to call for Final Offers from short-listed bidders before final selection.
- c) Bidder must provide a detailed pricing schedule indicating unit prices.
- d) The Council reserves the right to negotiate price with preferred bidder.
- e) Bidders must note that equity points will not be allocated if not claimed or properly claimed in the MBD 6.1

7. PAYMENT:

Tenderers shall note that payment shall be made in terms of RLM: General Conditions of Contract (Goods/Services).

8 CONDITIONS OF TENDER:

8.1 Validity of tender

Failure to adhere to tender specifications and regulations will render the bid document null and void.
FACSIMILE AND E-MAIL TENDERS will not be considered.



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8.2 Alterations to tender documents

This tender document is to be left intact in its original format and no pages are to be removed and or re-arranged. Should there be inadequate or no space for the Tenderer to enter a particular item, then such information shall be submitted in a covering letter and referred to as Annexure "B". Failure to comply with this clause shall result in rejection of the tender.

8.3 Qualifications of tenders

Tenders should be submitted on the unaltered official forms and should not be indiscriminately qualified by the Tenderer's own conditions of the tender. Failure to comply with these requirements, or to renounce the conditions of the tender, may invalidate or prejudice the Tender. Failure to comply with this clause shall result in rejection of the tender.

8.4 Interpretation of the tender documents

If the Tenderer has any doubt or uncertainty as to the meaning and interpretation of any part of this document or accompanying drawings, then such doubt or uncertainty shall be addressed with mr Masinga on o14 590 extension 3123.

8.5 Cost incurred by tenderer

The municipality will not be responsible to pay any expenses or losses that may be incurred by any Tenderer in the preparation and submission of the Tender or in visiting the site in connection therewith.



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8.6 Interview with tenderers

The RLM reserves the right to have interviews with the lowest or any other tenderers to endeavour to resolve matters like those stated above. The purpose of the interview will solely be to clear up discrepancies in the tender as supplied by the tenderer. Under no circumstances will changes to documents be admitted.

8.7 Value added tax

After appointment of service provider all prices quoted should include Value Added Tax.

8.8 Authority of signatory Company

If the Tenderer is a company; a certified copy of the resolution of the board of directors (personally signed by the Chairman of the Board) authorizing the person who signs this tender to do so; as well as to sign any contract resulting from this tender and any other documents and correspondence in connection with this tender and/or contract on behalf of the company, must be submitted with their tender. Failure to comply with this clause shall render the tender document invalid.

Partnership

If the tenderer is a partnership, a certified copy of the resolution of the partners (personally signed by all partners) authorizing the person who signs this tender to do so, as well as to sign any contract resulting from the tender and any other documents and correspondence in connection with this tender and/or contract on behalf of the partnership, must be submitted with this tender. Failure to comply with this clause shall render the tender document invalid.



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Sole Proprietor

Where the tender constitutes a one-man business, certified proof must be submitted that the person signing this tender as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and/or contract is the sole owner of the one-man business. Failure to comply with this clause shall render the tender document invalid.

9 BREACH AND TERMINATION:

If the service provider (the “defaulting party”) commits any material breach of any of its obligations in terms of this Agreement, the other party (the “aggrieved party”) shall be entitled to-

- a) in writing describe the breach to the defaulting party and call on the defaulting party to remedy its breach within 7 (seven) days of the aggrieved party serving such notice on the defaulting party; and
- b) If the defaulting party has not remedied the breach within the specified period, then the aggrieved party shall be entitled to cancel this Agreement forthwith.

10 RLM BACKGROUND

A. INFORMATION TECHNOLOGY

The municipality has several satellite offices, which connect to the head office to access all applications. The site information is as follows:

	SITE NAME
	BARSEBA LIBRARY
	BEN MARAIS SPORT HALL RUSTENBURG
	BOITEKONG COMMUNITY HALL
	BOITEKONG LIBRARY
	BOITEKONG REGIONAL COMMUNITY CENTRE



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	BUILDING CONTROL & REGULATION CAMP RUSTENBURG
	CHARORA ADMINISTRATION OFFICE
	CHARORA LIBRARY
	CIVIC CENTRE COMMUNITY HALL RUSTENBURG
	EAST END LIBRARY RUSTENBURG
	ELECTRICAL BUILDING RUSTENBURG
	FIRE STATION RUSTENBURG
	IKAGENG REGIONAL COMMUNITY CENTRE
	INFORMATION CENTRE RUSTENBURG
	KARLIENPARK LIBRARY RUSTENBURG
	KARLIENPARK SWIMMING POOL RUSTENBURG
	LETHABONG COMMUNITY HALL
	LETHABONG LIBRARY
	LETHABONG REGIONAL COMMUNITY CENTRE
	MAIN BUILDING MPHENI
	MAIN LIBRARY HEYSTECKRD RUSTENBURG
	MAMEROTSE LIBRARY
	MANAKATO COMMUNITY HALL
	MANAKATO REGIONAL COMMUNITY CENTRE
	MANAKATO LIBRARY
	MARAIS STREET SWIMMING POOL RUSTENBURG
	MARIKANA FIRE STATION
	MARIKANA LIBRARY
	MARIKANA REGIONAL COMMUNITY CENTRE
	MATHOPESTAD LIBRARY
	MECHANICAL WORKSHOP RUSTENBURG
	MERITING COMMUNITY HALL
	MONAKATO SWIMMING POOL



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	MUNICIPAL STORES RUSTENBURG
	OLD AGE FLATS GEELHOUTPARK RUSTENBURG
	OLD AGE FLATS KERK STREET RUSTENBURG
	OLD TOWN HALL RUSTENBURG
	OLYMPIA PARK STADIUM RUSTENBURG
	PAARDEKRAAL COMMUNITY HALL
	PARKS AND NURSERY RUSTENBURG
	PHATSIMA COMMUNITY HALL
	PHATSIMA COMMUNITY CENTRE
	PHATSIMA LIBRARY
	PHOKENG LIBRARY
	PREPAID ELECTRICITY OFFICES RUSTENBURG
	RIETVLEI CEMETERY RUSTENBURG
	ROADS OFFICES RUSTENBURG
	RUSTENBURG SHOW GROUNDS
	RUSTENBURG WATER & SANITATION TREATMENT PLANT (BOOSTER PUMP)
	SITA WALK IN CENTRE RUSTENBURG
	RUSTENBURG LOCAL MUNICIPALITY MAIN STORES
	TLHABANE ADMIN OFFICE
	TLHABANE COMMUNITY HALL
	TLHABANE LIBRARY
	TRAFFIC DEPARTMENT
	VAN ZYL COMMUNITY HALL
	WASTE MANAGEMENT SITE AND RRT
	ZINNIIVILLE COMMUNITY HALL
	ZINNIIVILLE SWIMMING POOL RUSTENBURG



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VMware ESXi hardware running in the IT environment has the following:

- 383.61 (3B of memory and 32 Logical Processors,
- Two Sockets with eight Cores per socket (Intel(R) Xeon (R) CPU E5-2620 v4 @ 2.10GHz).
- We have QNAP Storage with 25TB of capacity as data store.

Hyper-V hardware running in the IT environment has the following:

- 384 GB of Ram, 8 Physical processors 2.2 GHz.
- This hardware is running on cluster with four physical blade servers and storage capacity of 10TB.

Please note that the above-mentioned Specification is on a live environment and the current usage on the VMware platform is 80% and on the Hyper-V platform is 75%. As a result, a new Server will be required to deploy a new Financial system with the following specification: 768 (3B of memory and 32 Logical Processors, 2 Sockets with 8 Cores per socket (Intel(R) Xeon (R) CPU E5-2620 v4 @ 2.10GHz). 100TB of storage. Interface to (ACB, Bank Statement, Meter Readers, MadTronics, SAPO, Easy Pay, Assets, Payroll System, Electricity Prepaid Vending, Valuation roll)

B. DEPLOYED MODULES

- a) Supply Chain Management (procurement and logistics) (Sage Evolution)
- b) Budget Planning and Financial modelling (Sage Evolution)
- c) Treasury and Cash Management (Sage Evolution)
- d) Creditors and Expenditure (Sage Evolution)
- e) Credit Control and Debt Collection (Ntiyiso)
- f) Valuation Roll Management (Prims)
- g) Asset Management
- h) Revenue Management and Receipting (Sage Evolution)



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- i) Meter reading, billing and debtors management (Ntiyiso)
- j) Payroll (Sage 300)
- k) Pre-paid management
- l) Document Management (DataStor)
- m) Fleet management

C. LIST OF CURRENT SERVICE PROVIDERS

- n) Sage Financial Solutions (SAGE JV CCG Systems)
- o) Sage 300 (Payroll management)
- p) ABSA (BIOOnline)
- q) Cigicell (Pre-paid vending)
- r) DataStore (Document Management)
- s) Prims (Valuation management)
- t) Market Demand (Asset Management)
- u) Ntiyiso (Meter reading)
- v) EasyPay, SAPO (account payments)
- j) Adapt IT (CaseWare)
- k) Barnowl (risk management)



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D. CUSTOMER OVERVIEW

Rustenburg Local Municipality has approximately 100 000 customers with registered properties. The breakdown is as follows.

- 4.1 Number of Properties approximately 100 000,
- 4.2 Electricity Prepaid meters approximately 46 000,
- 4.3 Conventional electricity approximately 10 000
- 4.4 water meters approximately 62 000

11 GENERAL CONCEPT OF TENDER

Rustenburg Local Municipality invites prospective bidders to submit detailed proposals for an integrated financial system with support and maintenance for a period of sixty (60) months.

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

The system should conform to Municipal Regulations on Standard Chart of Accounts, and provided for the following key objectives.

- a. Improved data quality and credibility
- b. The achievement of a greater level of standardization;
- c. The development of uniform data sets critical for government reporting;
- d. The standardization and alignment of the local government accounting cycle by the regulation of not only the budget in — year reporting formats but also the annual report and annual financial statement formats;
- e. The creation of the opportunity to standardize key business processes with the consequential introduction of further consistency in the management of municipal finance.



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- f. Improved transparency, accountability and governance through uniform recording of transactions at posting account level detail:
- g. Enabling deeper data analysis and sector comparisons to improve financial performance• and
- h. The standardization of the account classification to facilitate mobility in financial skills within local government, other spheres of government to attract and retain skilled personnel

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

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

12. FEE STRUCTURE:

12.1 Annual license fees of all systems are to be quoted as once off fees payable every twelve (12) months. All fees must be **identified** in the bid document this should **include** all licenses such as (database, report writer etc.). No additional fees should be quoted after signing the contract. The license fees for all the required modules must be included in the costing.

12.2 The successful bidder must ensure that there is in-house system support at all times. The expectation is that the services should be provided as and when required on weekends and holidays.



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13 HARDWARE REQUIREMENTS

The municipality has sufficient hardware to cater for the proposed software that will be hosted onsite at the head office. The prospective bidder can propose a hosted solution that can be used as a secondary disaster recovery site. Bidders are required to supply specialised equipment should there be such a requirement.

Bidders are advised that the municipality will offer three servers i.e. live environment, testing environment and the disaster recovery site. Specialized hardware should form part of the bid proposal. If the system will require E.g. scanners, fingerprint readers, printers etc. the quotation should be provided with returnable documents.

14. SOFTWARE REQUIREMENTS

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



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DETAILED BREAKDOWN OF THE REQUIRED MODULES ACCORDING TO MUNICIPAL NEEDS

1. EXPENDITURE MODULE

BUSINESS REQUIREMENT	MINIMUM SPECIFICATIONS
Integration	Sub-system(s) or ledgers must, without (manual) intervention or manipulation, integrate and constantly balance with the core financial system.
	Enable drill down from the general ledger (GL) to sub-system source transactions to transactional level.
	Integration and automation of the annual financial statements (AFS) as well as monthly MFMA section 71 reports (management accounts).
Reporting mechanisms	Ensure that mSCOA segmented reports can be produced on any level of the mSCOA chart with any combination of segments;
	Reflect budget versus actual performance of the votes / functions of the municipality.
	Trial Balance (TB) and GL with all relevant information. i.e. user who processed, audit trail number, transaction type, date, supplier, reference etc.
National Treasury Portal and other statutory submissions	Submission of budget, returns and any other documents to the National Treasury local government Database (LG Database);
Main Budget	Must have budgeting capabilities in that the budget are informed from the integrated development plan (IDP) and budget capturing occur across all the mSCOA segments as per the mSCOA Regulations, 2014.
	System must support budgeting cycles across the medium term revenue and expenditure framework (MTREF) (3-year budget) of the municipality.
	National Treasury A, B and C Schedules extracted directly from the system
	The statutory budget submission to the National Treasury local government Database (LG Database);
	Data extraction from the mandatory six (6) segments on the mSCOA classification framework and upload to the National Treasury local government Database (LG Database) portal.
	Automate the virement process as per the virement policy.
	Contains all the accounts for recording transactions relating to municipalities assets, liabilities and net assets as per mSCOA segments.



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General Ledger (Core Financials)	Is a central repository for accounting data transferred from all sub-ledgers e.g. supply chain, revenue, cash management, fixed assets, purchasing, debt control, billing, prepaid, and projects etc.
	Reflect transactions posted in the sub-ledgers immediately in the main ledger thereby ensuring the financial integrity of the entire system without the need for manual reconciliations between main and sub-ledgers.
General Ledger (Core Financials)	Drill down to transactions from the general ledger (GL) to the sub-ledger or 3rd party systems for an audit trail.
	Journal capturing capabilities (including reversible and recurring journals) including electronic approval.
	Reporting functionality for all financial reports in the full mSCOA segmented transactions.

2. THE SPECIFICATIONS FOR THE DOCUMENT MANAGEMENT SYSTEM

Ref: 2/8/2/2
THE SPECIFICATIONS FOR THE DOCUMENT MANAGEMENT SYSTEM
<ul style="list-style-type: none"> • A system that caters for the needs of its users and not a one size fits all kind of system.
<ul style="list-style-type: none"> • Incorporate the documents in the previous systems with the new without losing any information during migration
<ul style="list-style-type: none"> • Incorporate information on the folders without users having to rescan and capture in the new system
<ul style="list-style-type: none"> • Enough space / capacity be allocated to accommodate the large volume of records created and their colourings like maps and large MTREF documents
<ul style="list-style-type: none"> • The system must not limit the number of officials to be allocated usernames and access, it has to be flexible and allow as much users as possible. DataSTOR only allows a certain number of officials to access the system because SAGE did not give Metrofile the number of officials to be allowed to work on the system
<ul style="list-style-type: none"> • Allow for the creation of the indexing formats for respective directorates / units / sections
<ul style="list-style-type: none"> • The documents on the same subject / control sheet must be arranged and grouped together for easy identification.



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- The system must be able to give the history of the document (tracking), that is, when was it created, who attended to it, for how long was the document kept at a particular directorate / official.
- Enable the users to search using keywords, dates, sender names, etc. to reduce the turnaround time for searching of documents and also documents captured during a particular period, e.g. month, week, quarter, etc.
- Enable users to see who is / was responsible for the capturing and scanning of a particular document.

3. REVENUE

Accounts Receivable	1. Transactions in debtors must reflect in the AR in mSCOA segmentation	Provide a debtor master record that contains debtor categories in line with tariff policy, rebate categories. 2. Receipting of AR in the correct segmentation and in line with the CCDC policy 3. Daily balancing of cash collections 4. Month-end and year-end procedures to ensure correct disclosure of cash in hand and age analysis 5. Automated receipting of direct deposits received
Credit control	A credit control and debt collection system that integrate with the revenue management system and that gives effect to Chapter 9 of the Municipal Systems Act, 2000	The system should enable the municipality to manage an end-to-end debt collection process and must: Provide for SMS, email and hand delivered late payment notifications; Provide for parameter based disconnection list generation; Manage re-connection and arrangements with integrated notes on the debtor master file and workflow with technical services; Final demand and summons issuing; and management of legal actions on an integrated level; seamless integration to 3rd party solutions;
	Debtor classification and categorisation	Indigent Management. The indigent register must be incorporated in the work flow of various administrative processes; including : online applications, house visits, capturing of details, and verification thereof, authorisation of applications, automated subsidy, write off, and reversals thereof
	Arrear arrangements	Arrear arrangement must be incorporated in the work flow of various administrative processes including: online applications; authorisation of application, automated arrangement financials, automated default processes,



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		irrecoverable debt write off process, Councillors and employees arrear management
Customer Relations Management	Customer portals to give effect to Section 95 of the Municipal Systems Act, 2000 which (amongst other) requires the following:	a sound customer management system, that provides for a consumer portal for online query management, bill presentment module which allows inline registrations/applications
Billing		
Reporting mechanism	Business intelligence	Report writer for both standard reports and user configurable reports using data sets
Revenue	A revenue sub-ledger budget module	<ol style="list-style-type: none"> 1. Measure and flag anomalies of the current database history against alternative information sources such as the Surveyor General (SG), Deeds Office and valuation rolls to ensure completeness of budgeting and actual billing. 2. Provide functionality for town ship development and populate amounts and consumption on average per type of connection in this development. 3. Create projected growth and tariff calculations taking into account the provision for bad debt and material losses. (In this regard transacting on the "Regional" segment is crucial for GRAP 104 type calculations). 4. Review sundry tariffs
General Ledger	Sub-ledgers	<p>Reflect all transactions posted in the sub-ledger to the main ledger to ensure financial integrity of the entire system without a need for manual reconciliations</p> <p>2. Journal capturing capabilities which includes electronic approvals</p>



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4. INTERNAL AUDIT

<u>SUPPLY AND INSTALLATION OF AUDIT SOFTWARE</u>
SPECIFICATIONS
The software must enable the municipality to, without additional cost:
* Simplify the workflow, by increasing the economy, efficiency, and effectiveness of the audit process and make sense of it all for consistent, high performance audits;
* Provide a structured framework for performing organised, efficient, and reliable audits that meet professional standards;
* Simple yet comprehensive methodology accommodates every aspect of data analysis, from importing raw data to reporting actionable results
The precise request is as follows:
Year 1
* 1 Year License Fee for minimum of 8 Users and be able to increase in due course.
* 2 Day User training course.
* 2 Day On-Site Implementation and Installation Assistance.
* Continuous support and updates
Year 2 onwards
* Annual Maintenance Fee for minimum of 8 Users.
* Continuous support and updates
The offered product must also comply with the following specifications:

NO.	DESCRIPTION
	Importing infinite number of records
-	Convert PDF, plain text (.txt), and print report (.rpn) into databases from different sources
	Analyse every transaction to run queries



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- Assess internal controls
- Conduct operational audits
- Spotting potential fraud
Review and Report the results with reports, charts, pivot tables, and project overview graphics
Organise your work and easy to find in the Library
Automate tasks
Validate activity/ automatically document audit steps
Support risk and control based auditing
Based on universally accepted best practice
Operational online and offline
Provide risk dashboards, management and internal audit reporting at any level of the municipality on a user friendly way
Capture quality information into the system
Provide an early warning system of changing environment
Accessible to line management with notifications and reminders
Endorsement by the Office of the Accountant General as applicable to local government
Proven after sales service, training and updating of software

5. BANK AND CASH BOOK

**BUSINESS
REQUIREMENT**

MINIMUM SPECIFICATIONS

General system integration	The fundamental activity in bank reconciliation involves the matching of individual transactions reported from the bank (via statement or detailed activity report) against relevant internal data (typically the GL) to ensure that all information recorded by the bank is accurate and accounted for in the business' finance system, most simply understood as "check book reconciliation."
	Although it seems simple on the surface, this process often challenges businesses due to the number of bank accounts, the volume of transactions, varied sources of data (e.g. every bank statement format is slightly different), and the inability to consistently maintain the reconciliation on a daily basis.
	All this creates large bottlenecks and cascading impacts at month-end. In some cases, other challenges arise such as the use of different currencies, check clearing, complicated transaction relationships (one-to-one, one-to-many, many-to-many), and exception management requirements. ...
Requirements & Reporting	<p>An effective system must be or have;</p> <ol style="list-style-type: none"> 1. User friendly system, interactive system (Step to step guide 2. Comprehensive and fully configured system to integrate with the Banking Software 3. Able to supports various file formats involved in the Bank Reconciliation Process 4. Able to import and cleanse the data sets automatically 5. Automating the matching operation (First priority); one to one transactions, One too many transactions; as well



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- as groupings. • Automation of data import and matching • All types of matching relationships supported (e.g. Bank Ref; Amounts, Accounts, etc.) • Fully configurable matching rules
6. Automate the process of creating journals, exporting and approval
 7. Able to handle more than 50 000 thousand transactions in a month;
 8. Able to export high volume transactions
 9. Reflect all the Bank Statement information accurately and must not be editable.
 10. Audit trails; (User, Transaction codes, Audit trial number, etc.)
 11. Have user logins and passwords
 12. Limited access of number of users and be able to work even if all users with Access have logged into the same bank account.
 13. Be able to provide a report whereby one can filter according to the information need: for e.g. To be able to filter only data relating to transactions not posted. (Unallocated)
 14. Ready-to-go reconciliation reports
 15. Easy to identify fraudulent items and mis-postings
 16. Minimized financial risks due to the detailed transactions reconciliation
 17. Considerable reduction in the manual effort required for reconciliation

Compliance	Be in line with the prescribed legislative requirements and or standards. (policies, Acts , Rules and Regulations of South Africa)
Empowerment	Training and ongoing support be provided
General Ledger (Core Financials)	Training manuals;
	User Help Guides on the system; Printable; Easy to read ;
	Be able to reconcile from transaction level to GL level
	Be able to extract or export any file format according to the User requirement.
	Be able to handle more than one-year financial information.
	Be able to integrate to the Accounting System (GL)

6. HUMAN RESOURCE

BUSINESS REQUIREMENT	MINIMUM SPECIFICATIONS
Human Resource Module	Service provider must render a preventative maintenance programme and or repairs to the uninterruptable power supply



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	Employees should be categorized or separated with company number: permanent, temporary and fixed term employees
	Employees data information must reflect employee full information (name, surname, job profile, qualifications, training, health & safety, industrial relations, employee benefits and career management all-inclusive per employee data storage
	System should have employee data files that allow for navigation through all available report menu
Equity Module	Create a report menu that will generate report on EEA & EEAA to achieve proportional distribution of workforce in line with Employment Equity Act 55 of 1988 by gender, race, age and occupational levels
Organisational Statistics	System Users must have an overview of the current staff complement at the moment
	Reports must indicate a detailed employee data on engagement, promotions, transfer, placement, termination with accurate reasons and indicate specific event dates
	Create a field that calculate a summarized workforce numbers and allocations to different directorates
Labour Budget	Create a report menu that with include all positions in the structure, filled, budgeted and vacancy rate as approved every financial year (total cost to company per position and expenditure occurred during filling of vacancy)
Leave Module	Create a comprehensive leave management tool report menu to address leave analysis
	Add extra field on leave report menu related to leave tracking, accruals, transactions and leave totals as approved and indicate balances
	Add menu for Employee Self Service for leaves taken and send it for approval to the supervisor
Protection or System Password	Each User is given access to the system relating to the functions that need to be performed



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	User's employee code to be used as systems id or tracer and is recorded in an audit trail report
	Access status is allocated to all reports
	Each report can be setup to not allow access to change other than the system administrator
	Password must be reset by appointed system administrator at any time
	Report must be password protected

7. BILLING

BUSINESS REQUIREMENT	MINIMUM SPECIFICATIONS
Valuation roll	Have a property management system which will be used to maintain the valuation roll
	The property management system should be integrated to the financial system
	The financial system should identify any exceptions between the two systems
	Financial system should provide a report for all new properties that were created in a month
	The financial system should provide a report for any properties not under exempted categories which are not charged property rates
Finalisations/ property transfers	The property management system be able to identify transfers for the month.
	These transfers should be integrated to the financial system
	Clerks should just confirm if the information pulled correct
	As soon as unmetered services is done with their process, the system should channel the last process to the finalizations office to finalise the meter.
	When the finalization is done, the old client should not be billed anything, however, billing should be done on the new client
	The system should keep history of the previous client
	The system should not allow duplicate accounts on one stand.
	The system should provide a report of any hanging finalization not confirmed.



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	The system should provide a report of all finalisations wherein services were not activated.
Clearances	The system should identify all the information in a stand when doing a clearance including consumer accounts
	The system should be able to do 4 months billing in advance.
	The system should be able to integrate with Rates clearance as well as G4 systems.
Meter reading	The system should be able to integrate information from SCADA (Business and Bulk consumers) and meter reading system for normal readings
	The system should be able to run estimates for all unread meters as the reading information is downloaded (this process should be automated)
	The system should determine clients averages after every three months
	The system should flag all zero consumptions after downloading reading data.
	The system must automatically reverse any estimates when actual readings are downloaded and captured.
	The system should be able to provide an exception report after readings have been downloaded (not meter listing)
	Any adjusted readings after billing should be approved by the supervisor
metered services	The system should keep an audit trail for changes done on meters
	The system should provide a report of all disconnected meters and indicate whether a new meter was installed to replace the disconnected meter
Post billing	The system should be able to generate post billing report (details and summaries)
	The system should provide a report of all the stands that did not bill per service
	The system should post to the billing information to the general ledger without any manual intervention
	The system should automatically run a meter reading export file immediately after billing.
	The system should automatically run the Post Office statements immediately after billing.



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Tariffs	The system should be able to allocate tariffs to different categories as per the valuation roll
	The system should be able to apply exemptions where necessary
	The system should be able to apply an inclining tariff structure where applicable
	The system should be able to pro - rata tariffs when new tariffs are implemented and when seasons change (electricity charges).
	The system should not allow any finalisation/ meter installation to be finalised without selecting a tariff.
	The system should be able to print a tariff report for sign off when new tariffs are loaded.
Journals	The system should have an audit trail for all journals processed.
	The system should provide for any supporting documentation to be scanned to support the journal.
	The system should not allow one user to prepare and approve a journal.
	The system should have system approvals.
Interest	The system should correctly apply interest on accounts outstanding for more than 30 days.
	The system should be able to apply two interest rates applicable to the municipality for each account.



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8. DIRECTORATE PLANNING AND HUMAN SETTLEMENTS

Sub-process application functionality		business requirements	system and			
Planning	Unit: Development Planning	Land Use application submission and management	A	B1	B2	Land use and property register for all properties in Rustenburg
			A	B1	B2	Land use management and application submission process, integration with billing and valuation system.
		GIS System	A	B1	B2	Integration with general surveyor general, deeds search, demarcation board (in terms of maps)
			A	B1	B2	System integration with billing and valuation system, infrastructure.
	Unit : Building Control	Building plans submissions and management	A	B1	B2	Building plan submission process flow with integration of Town Planning, Infrastructure and billing and valuation system.



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BUSINESS REQUIREMENT	MINIMUM SPECIFICATIONS
Accounts Payable	Make payments and part payments. Allow for future and scheduled payments.
	System generated payment reference/number
	Goods received notes for full or partial deliveries aligned to authorised issued purchase orders. Goods return notes with debit and credit orders;
	Invoicing for goods received notes as partial or multiples invoice payments. Settlement discounts as allowed by suppliers;
	Selection of invoice payments on varied platforms. Bulk payment of invoices including direct linking to the banking sector. Producing of electronic remittance statements with automated distribution;
	The system must be able indicate when the budget is depleted. SCM is the initiator and Expenditure should be secondary e to detect when the vote is depleted.
	Sundry payments generated from payroll, billing or manual S&T transactions;
	Retention and Surety register with auto mated update, pay-out and balancing;
	A cession register linked to the PMU with automated allocations;
	Must be able to calculate accounts payable VAT reconciliations (including calculations on returns and discounts);
	Drill down to transactions from the general ledger (GL) to the sub-ledger or 3rd party systems for an audit trail.
	Segregation of duties in the journal passed, Journal capturing capabilities (including reversible and recurring journals) including electronic approval. Date stamped by the capturer and the authoriser



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	Must be able to perform project management from award of tender with all payments made, variation orders as well as retention provisions and payments
	Must have a module for creditors statement reconciliation
	Should be able to provide creditors aging indicating the number of days it took to make a payment for each invoice
	Should be able to detect and prevent duplicate payment of the same invoice number for the same service provider even if it is processed in different financial years.
	Should be able to enquire on outstanding orders using supplier name
	Document control option, to scan and store invoices and other documents on the supplier;
	A web portal for suppliers to enquire on payment status and uploading/submitting of invoices.
	Must be able to provide expenditure report of all payments made within a specified period, i.e. daily, monthly annually, etc. and indicating how much was spent & the available budget
Loan Register	A loan register capable of calculating repayments and schedule payments within the workflow.
	A petty cash module that would allow for accounting for petty cash transactions and subsequent budget allocations and control as per mSCOA.



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9. SUPPLY CHAIN MANAGEMENT DEMAND MANAGEMENT

MINIMUM SPECIFICATIONS
Proposed Procurement Plans need to be initiated in March (configurable date) of any year for the following financial year.
Reminders should be sent to User Directorate outset and at intervals alerting the need for compiling the Procurement Plan.
The RLM IDP budget (GL Accounts & Cost Centre) should be imported into the SCM information system.
The development of the Procurement Plan should have Workflow, Roles and Durations.
The Procurement Plan should enable capturing of Expenditure Item, Description, anticipated date of spend(start/end)
When creating a Procurement Plan line item, the user should be prompted as to whether the item is from the IDP. If yes, it should have an enforced link to the IDP line item.
If the Procurement Plan line item is not from the IDP then it will not be cross-referenced to a source line item.
The draft Procurement Plan needs to be submitted by Draft Completion date.
Procurement Plan Draft Completion and Finalisation dates should be configurable.
Alerts and reminders need to be sent at and during Plan Start, Draft Completion and Finalisation dates to both the assigned roles and the User Directorate.
Demand Planning Administrator will receive the Procurement Plan in their inbox.
DP Admin to perform their functions and submit to the Approver.
DP Approver validation is done and draft Procurement Plan is stored.
Draft Procurement Plans await Council approval and confirmation by User Directorate.
After User Directorate confirmation, of budget for the Plan, it is routed to Plan Creator for amendments.
After Plan Creator submission, it should be routed to the Plan Approver for verifications.
Once validated it should be forwarded to User Directorate for approval.
Once approved by the User Directorate, the Plan is then forwarded to the DP Admin.
DP Admin will validate the revised plan and it will be forwarded to DP Approver role.



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DP Approver will validate and store the Finalised Plan.
Finalised Procurement Plans to be submitted to Demand Planning by Finalisation Date (31 July, configurable).
Procurement Plans are not to be updated after Finalisation Date.
In exceptional circumstances if a Finalised Plan needs to be amended, the request needs to be initiated by the User Directorate.
The Finalised Plan would be forwarded to the Dept. Plan Creator as new draft and follow the usual workflow.
The Finalised Plan should stored and will be reference during the Acquisition process.

10. ACQUISITION MANAGEMENT

	MINIMUM SPECIFICATIONS
QUOTES BETWEEN R 2000 AND R 30 000	The Requisitions functionality on FINANCIAL SYSTEM should be disabled.
	Authorised Directorate al user will login.
	Requestor will choose between Product and Service.
	A further selection from a Dropdown list will be made of the Category/Group that the Service/Product belongs to.
	The actual Service or Product needed would be selected from a Dropdown list.
	The Region for which the Service/Product is needed will be selected from a Dropdown list.

QUOTES BETWEEN R 2000 AND R 30 000	Request should be forwarded to Directorate Requisition Approver.
	Once approved by Requisition Approver it should be assigned to the SCM Commodity Buyer for the Purchase group.
	If the Requisition is for a Specialised product then the Buyer will select the Vendor/s to quote.
	If the Requisition is for a Contracted item/service then the contracted Supplier/s will be requested to quote.
	The solution should automatically use its Vendor Rotation algorithm and determine to whom a request for quote should be sent to.



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	The system should auto-generate a Request to Quote from a minimum of 6 (configurable) Suppliers, via email and sms.
	The Suppliers should be given a maximum of 2 days (configurable) to supply a quote.
	A reminder should be sent to supplier/s for submitting of quotes the next day.
	Quotes can only be supplied in an electronic format to the Vendor Portal. No hardcopy submissions will be accepted.
	After Day 2 (configurable), should an insufficient amount of quotes have been received, the solution should apply the vendor rotation algorithm again and request for further quotes. Suppliers who did not respond on the previous request should be prioritised lower.
	After the auto generated 2nd request for quotations, should the minimum number of quotes still not be met, the an intervention by the Buyer would be required to work with existing available quotes or have the solution request a quotes a 3rd time. The reasons should be auditable.
	Only properly verified Suppliers should appear for the Buyer to Accept/Reject.
	The Buyer will Accept/Reject the quote.
	Should the recommended price be above the original requisition price, the recommendation should be forwarded to the Directorate Approver for confirmation. Once confirmed, it would go to the Chief Buyer.
	The Accept/Reject of the quote should go to the Chief Buyer for release.

QUOTES BETWEEN R 2000 AND R 30 000	On Approval of the quote, the solution should auto-generate the Purchase Order.
	On Rejection of the quote, reason should be captured for audit purposes.
	If no valid quotes are received then a request for quotes is re-issued - to be decided by business
QUOTES BETWEEN R 2000 AND R 30 000	Directorate identifies need for product/service and conducts market analysis.
	Availability of budget is confirmed in the SCM solution - the actual account is identified.
	The SCM solution should manage the budget for GL accounts and earmarked approved and reduce GL funds accordingly.
	Quotation Advertisement Request and Specification is completed by Directorate QAR Creator and submits to Directorate Head for approval.



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	On approval by the Directorate head, the Quotation Advertisement Request (QAR), indicating GL account is forwarded to Demand Management.
	Demand Management Administrator will receive the QAR and Specification.
	The Demand Management Administrator confirms the specification.
	Demand Management Approver verifies and approves the specification. The Specification is forwarded to the Quotation Specification Committee Secretariat.
	The Quotation Specification Committee review is scheduled.
	On approval by the Quotation Specification Committee, Demand Management administrator will facilitate placing of advertisements on RLM website, Public Board and SCM solution for period of 7 days.

QUOTES BETWEEN R 2000 AND R 30 000	Urgent needs should be accommodated for 4-day duration, if motivated. Provision should be made for upload of motivation letter, with a confirmation by user who verifies.
	Demand/ICT will load advertisement on RLM website and the SCM Solution.
	The public has access to the advertisement placed.
	The General Public can purchase hardcopies for +-R1 000 (configurable).
	Users with basic registrations details, on the SCM Solution, will be permitted to download advertisements.
	Dropping of proposals into the Tender Box should be allowed to continue. MFMA requires hardcopy quotes.
	Electronic submission of quotes should be catered for.
	Where an electronic submission is made, it should be accompanied by a hardcopy also.
	Where a difference between the electronic and hardcopy versions exist, SCM have the right to use their discretion as to which is being accepted.
	Late submissions should not be permitted.
	Briefing sessions can be mandatory.
	Query contact information is to be provided in order to Municipal Management Demand and Directorate staff.



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	Responses to questions are sent only to the inquirer or all (configurable).
	Provision should be made for scheduled responses to questions and that it be sent to ALL or specific inquirers.
	An erratum is done for Advertisement mistakes or specification ambiguity. An addendum is published to resolve.
	Details of proposals and submissions should not be accessible and visible on the solution until after the cut-off time.
	Demand is responsible for opening quotes.
	Demand Management records the opening of quotes in a Control List.
	Demand Management verifies the Control list.
	Demand Management will create the virtual Evaluation Committee specific to the quote.
	Acquisitions checks for Administrative compliances
	Only compliant Vendor's proposals are forwarded to the Evaluation Committee.
	Suppliers are not informed of disqualifications.
	Disqualifications are recorded with its reasons.
	The Secretariat will schedule the Evaluation Committee sitting for review of proposals.
	The Evaluation Committee will recommend a supplier to the Acquisitions Management head.
	Acquisition verifies the recommendation and signs-off.
	Acquisitions SCM verifies details and approves.
	The Directorate Head approves.
	A requisition is created in e-Procurement by the User Directorate & approved by the Requisition Approver.
	FINANCIAL SYSTEM PO is auto generated from the Requisition.
	Request can be cancelled at any time with auditable reasons.
	Objections are led by the SCM UNIT HEAD and delegated to the relevant Director.
	The Directorate may decide to execute an initiative in terms of its finalized Procurement Plan



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	If the expenditure is from the Procurement Plan, its line item should be selected.
	If the expenditure is not from the Procurement Plan then Refer to Exceptions.
	If the expenditure is a Deviation from regular SCM practice/policy then Refer to Deviations.
	Directorate completes TAR (Tender Advertisement Request
	The SCM solution should manage the budget for GL accounts, earmarked, approved and reduce GL funds accordingly for Procurement Plan expenditures.
	TAR and Specifications are completed by Directorate TAR Creator and submits to Directorate Head for approval.
	On approval by the Directorate head, the TAR plus Specification is forwarded to Demand Management.
	Demand Management Administrator will receive the TAR and Specifications.
	The Demand Management Administrator compiles the Tender document.
	Demand Management Approver verifies and approves the draft Tender Document. The Tender Document is forwarded to the Bid Specification Committee Secretariat.
	The Bid Specification Committee review is scheduled.
	On approval by the Bid Specification Committee, Demand Management administrator will facilitate placing of advertisements on RLM website, Newspaper, Public Board and SCM solution for period of 30 days.
	Regulations - Below R10m or contracts less than a year/once-off can be over a shorter period
	14-Day period.
	The price for Tender should be captured.
	Demand/ICT will load advertisement on RLM website and the SCM Solution.
	Published on 2 newspapers plus website by IT – Tick Box
	The public has access to the advertisement placed.
	The General Public can purchase hardcopies for the determined price



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	Users with basic registrations details, on the SCM Solution, will be permitted to download advertisements after paying via the Electronic payments system.
	Dropping of proposals into the Tender Box is the only means of submission.
	Briefing sessions can sometimes be mandatory. Provision should be made for this.
	Query contact information is to be provided in order to Manage Demand and Directorate staff.
	Responses to questions are sent only to the inquirer or all (configurable).
	Provision should be made for scheduled responses to questions and that it be sent to ALL or specific inquirers.
	An erratum is done for Advertisement mistakes or specification ambiguity. An addendum is published to resolve.
	Demand is responsible for opening proposals.
	Late submissions should not be permitted.
	Demand Management captures the opening of proposals in a Control List system template.
	Demand Management verifies the Control list and thereafter it should not be open to edits.
	Acquisitions checks for Administrative compliances
	ALL Vendor's proposals are forwarded to the Bid Evaluation Committee.
	Suppliers are not informed of disqualifications.
	Disqualifications are recorded with its reasons.
	The Secretariat will schedule the Bid Evaluation Committee sitting for review of proposals.
	BEC Member declaration is signed and confirmed on the solution.
	It is confirmed on the solution whether a SLA is mandatory and is forwarded to the User Directorate to initiate.
	The Bid Evaluation Committee will recommend a supplier proposal to the as follows: If above R10m then to MUNICIPAL MANAGER, if below BAC.
	MUNICIPAL MANAGER/BAC verifies and approves/declines recommendation.



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	If approved MUNICIPAL MANAGER/BAC Committee Secretariat will forward the resolution to Contracts.
	Contracts drafts Appointment Letters and are forwarded to the Municipal Manager role for signature.
	Municipal Manager signed Appointment Letters are sent to the SCM Contracts.
	Objections are handled by the Municipal Manager office.
	Cancellation of Tenders should be permitted at any stage by Municipal Manager & Chairman of Bid Spec Committee. An authorisation letter for cancellation should be uploaded.
	SCM solution should allow for the creation of different types of committees.
	The committees created should be allowed to link to SCM workflow and process.
	The committee secretariat would be assigned the role for workflow for Municipal Manager's committee created.
	Committees should be allowed to either assign or remove members
	Membership start and end dates should be catered for
	Committee meeting frequency should be provided for
	Based on committee frequencies, dates for committee meetings should be allowed e.g., Weekly frequency should allow for Day of Week.
	The committees to be provided to include, Quotation Specification Committee, Evaluation Committee, Objections Committee, Adjudication Committee, MUNICIPAL MANAGER
Admin Checks	
	Check completeness and validity of Company Documents based on company type as per SCM policy.
	Validity of Vendor Registration
	Whether Municipality accounts of Members/Directors are up-to-date
	Obtain Director Identity Documents from CIPC and validate.
	Check for mandatory briefing attendance.
	Check 14-Day grace period for expired SARS/BEE certificates.
	Confirm Tax certificate validity prior to award.
	Confirm BEE validity prior to award.
	Perform 80/20 Calculations.



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	Calculate B-BBEE points	
	Check whether members/directors/owners/proxy are employees of organs of State.	
	Verify end date plus 1 year for RLM employees.	
	Confirm Spec specific accreditations certifications.	
	Check company and Directors/Members/Owners/Proxy against Treasury Blacklist.	
	Confirm payment receipt of payment for Tender document.	
Vendor Algorithm	Eliminate non-compliant Vendors	
	Select Region\Supplier\Commodity group	
	SMME	
	BBBEE	
	Contract value with RLM	
Deviations	The Directorate may decide to execute an initiative that is a Deviation from regular SCM practice/policy.	
	If the intended expenditure is a Deviation from regular SCM practice/policy, a report will be submitted to the MUNICIPAL MANAGER.	
	The MUNICIPAL MANAGER deliberates. If approved, its decision is forwarded to both the requesting Directorate and to Contracts Management. If declined, the decision is forwarded to the user Directorate only.	
	On approval of the Deviation from the MUNICIPAL MANAGER, the user Directorate will create a Purchase Requisition.	
	On approval of the Deviation from the MUNICIPAL MANAGER, Contracts Management will amend the contract date/s on the FINANCIAL SYSTEM.	
	Since Deviations are based on existing contracts, no further documents need to be completed.	
	Once approval of the Deviation is completed, the solution must ensure that the Deviation type of expenditure can be identified for later reporting purposes.	
Exceptions	The Directorate may decide to execute an initiative in excess R200k that is not in the finalized Procurement Plan.	Role to be confirmed that would



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		trigger the process.
	If the intended expenditure is an Exception, the GL account needs to be specified.	
	A Motivation letter for the Exception needs to be compiled. This is forwarded to the Directorate head for approval.	
	The Directorate head approves the Exception and it is forwarded directly to the MUNICIPAL MANAGER.	Comments required from Acquisition, Legal, Budget Officer – separate documents are required
	The MUNICIPAL MANAGER committee may either decline or approve the Exception. Whether declined or approved, the reply needs to be forwarded to SCM and the Directorate Head simultaneously. Once approval of the Exception is completed, the solution must ensure that the Exception type of expenditure can be identified for later reporting purposes.	Changing of Procurement Plan.

11. SUPPLY CHAIN MANAGEMENT CONTRACTS MANAGEMENT

MINIMUM SPECIFICATIONS
The decision from the Resolution minutes taken at either the BAC is forwarded to Contract Management.
Contracts send successful appointment letter to the SCM UNIT HEAD for approval.
Contracts sends successful approved appointment letter to the Supplier/s. Together with SLA and Contract.
Contracts send unsuccessful letters to Suppliers.
Suppliers written objections/complaints for Tenders are forwarded to Municipal Manager's office for handling.



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Suppliers written objections/complaints for under R200k procurements are forwarded to Contracts Director for handling.
Confirm receipt for the Letter of Acceptance, signed Contract and signed SLA from Supplier.
Contracts Management loads the successful award onto the FINANCIAL SYSTEM.
User Directorate creates Purchase Requisition that is linked to the contract.
When contract price adjustment needs to be carried out, the Supplier writes to the user Directorate\Contracts.
Contracts send a Calculations report to MUNICIPAL MANAGER.
BAC recommends, approves, disapproves and forwards to Municipal Manager's office.
City Manager approves and forwards to SCM.
Contracts Section sends letter to Directorate/Vendor
The contract price adjustment is captured on Financial System.
Buyer creates Purchase Order and is automatically released.
Purchase Order information is sent to user Directorate.
Contract performance criteria are established and documented between Department and the Supplier.
The user does contract monitoring Directorate/ SCM Performance Management.
Should the supplier fail to perform, SCM/User Directorate/Legal consult and send warning letters to vendor
A Supplier may elect to withdraw from this contract
Supplier will send a letter to the User Directorate which gets forwarded to Contracts
Contracts discusses with the Supplier and sends a report to the BAC
Contracts could suggest Tender Company 2 on shortlist to BAC or have the contract cancelled.
Contract value is calculated pro-rata for balance on contract period.
This could also result in a re-tender.



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When contract's funds are depleted, the user Directorate writes a report to the BAC.
A submission is first sent to the BAC for recommendations.
BAC forwards their recommendations to the Municipal Manager's office.
Municipal Manager's office sends a resolution to Contracts.
Contracts Management updates the value/date on FINANCIAL SYSTEM.

12. SCM SUPPLIER MANAGEMENT

A solution with a WEB interface is required for suppliers to register and manage their company registration with RLM.
The WEB solution should be designed to retain existing RLM 'look and feel' and standards.
The e-Procurement icon should be implemented on the main RLM WEB portal for access to the e-Procurement solution.
The landing page of e-Procurement will contain a Welcome message, followed by the Terms and Conditions that apply. Acceptance of the T& C's will be by means of a Tick/Check box. On declining acceptance, the solution will return the user to the RLM WEB portal home page. On acceptance, access to the e-Procurement solution is allowed.
The user of the e-Procurement WEB solution system will first need to be registered with basic information i.e. Name, Contact number, email address, ID Number.
When registering a company on the WEB solution, the user with basic information captured either will want to be linked with an existing FINANCIAL SYSTEM registered company or may want to register a brand new company.
If the supplier already exists on FINANCIAL SYSTEM, establishing the link between the users created and the company being registered will need to be supported.
A link will be sent in advance via sms/email for those vendors that already exist in FINANCIAL SYSTEM.
Vendors that receive their link in advance via email/sms should login to the e-Procurement solution; Select the option to capture the link details. Thereafter they will be prompted for their ID Number. The solution should validate that the ID number captured is a valid Director/Member/Owner/Proxy of the company, on the Vendor database.
Those WEB users that did not receive their link will be required to contact the Support Desk. The Support Desk will verify their identity number before disclosing the link details.



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A single WEB user can be linked to multiple companies being registered or linked. A single company can be linked to multiple valid users.

The WEB solution should disable any "Remember my Password" option.

The user should be allowed to capture/update the following: Business Number, email address, contact person, mobile number, fax, alternative contact number, physical address, postal address.

The Supplier should NOT be allowed to capture/update the following: Company Name, Registration No

The user should be allowed to select between 1 -5 category of commodities.

Categories for commodities should be allowed to be changed only after 6-month intervals from the previous change. Relevant messages would need to be displayed if attempted.

The following MANDATORY documents would need to be uploaded: Sole Proprietorship (), Closed Corporations (), Limited Companies (), Public Companies (), Joint Venture (), Trust (), NGO (), Tax Certificate, BEE Certificate, Certified copy IDs (Check with Vendor Registration - max), Please refer to existing RLM Vendor Registration form for precise details.

The following OPTIONAL documents may be uploaded: Proof of Disability, PAYE, UIF, Workman's Compensation

Category of Commodity selected may require certain documents to be mandatory.eg Electrical Services (NERSA). Discuss with business.

The following documents require start and expiry dates: Tax Certificate, BEE Certificate, relevant affiliations.

The following documents, although uploaded, require to be handed in at the SCM Office: Tax Certificate, BEE Certificate.

Provision should be made for Suppliers to classify their registration as a Subcontracted type of business.

Province code needs to be selected on the web portal.

Municipality should be selected thereafter. Municipality selection is not compulsory if a non-Gauteng province is selected.

Region code 1-7 needs to be selected for example if Tshwane Municipality is selected.

Supplier payment status should be displayed for the logged-in Vendor i.e. History, status of payment.

Supplier payment status should only be available to Public User login profile and not to Administrator and Supervisor profiles.

Open Tenders should be available to users, regardless of having logged-in.

Awarded Tenders should be displayed, regardless of having logged-in.

Contact Us Page should display details for specific areas of concern e.g. Business-Related, Financial, ICT Technical, Vendor Portal.

The user should be issued with a unique Reference number when making an inquiry and inquiry progress should be traceable until resolved.



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Any User accessing the portal should be allowed to make inquiries using the Contact Us page. Financial or sensitive information should require that the Inquirer report to the SCM offices in person with proof of company and Identity documents.

Registering of complaints would require that the user be logged-in.

The user should be issued with a unique Complaint Reference number and the complaint progress should be traceable.

Vendor registration form declaration details and its implications after verifications. Discrepancies should be blacklisted. What is the process to follow when blacklisting and communicating the information to Treasury?

Supplier should receive email/sms confirmation at different stages of submissions.

Recover lost passwords via company registration, company name, ID number and email

User Help documentation should be available on the portal.

Maximum incorrect login attempts should be 3. Use security questions and combination of email on current records to re-instate.

Credit Card Payment for tender download – get details and start Mygate discussions. Sponsor to be consulted.

When should deregistration be permitted? Business Rules.

Subcontracted company field to be added.

A company mandate letter should accompany the Authorised user for an entity on the VP to be linked to a company.

Only one member of a company can be linked to its VP account.

If a member who is assigned to a company is to be removed as link to the company, the necessary company mandate is required.

Enable/Disable a suppliers registration

Display information on status of bids he responded to.

Subcontracted companies need to be differentiated

Supplier Rotation Formula: Province Code, use Region code for captured in Requisitions, SMME, value of contracts awarded



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13. PERFORMANCE MANAGEMENT

MANCO Objectives
Benchmarks
Sample Reports
SCM UNIT HEAD Expectations
SCM Monthly Performance Report
SCM Performance Report for 1st Quarter.
SCM Performance Report for 2nd Quarter.
SCM Performance Report for 3rd Quarter.
SCM Performance Report for 4th Quarter.
SCM Implementation Report for financial year.
Report on all Suppliers to be inactivated at month end for any Business Rule reasons
Report all Suppliers that took more than x number of days to be approved at back office after submitting their details.
Report all Suppliers with unanswered Tender Queries, Objections & General Inquires
Suppliers Tender/Quotation history should be reported on
A report of all FINANCIAL SYSTEM imported vendors that are still to have their details updated and be activated.
A report on vendor's auto removed for incomplete submissions after x number of days.
A report showing discrepancy in data between the Vendor Portal and Back Office.
Report on Supplier Commodity Type changes if within 6-month period.
Report on departmental status of their Procurement Plans in the workflow.
Report for 2k-30k, 30k-200k and above 200k thresholds expenditure by Commodity type & Region for status SMME, Disabled, Youth, Women, economic sector, -



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Report where 2k-30k, 30k-200k and above 200k timelines have been exceeded at any stage in the workflow.
Report status in the workflow for all current 2k-30k, 30k-200k and above 200k acquisitions.
Report on Suppliers recommended by the system and who did not respond.
Report classifying above R200k expenditure by Exceptions, Deviations and those from the Procurement Plan.
All department expenditure that is over/under spent against their approved Procurement Plans.
Report payment of Tender documents i.e. Online or Manual payment.
Report all Vendors failing compliancy Checks
Report all Vendors earmarked for Treasury blacklisting.
Report on New, Price adjustment, Depleted funds and Withdrawn Contracts.
Report status in the workflow for all contracts
Report where Contracts timelines have been exceeded at any stage in the workflow.
Report on Contractor Performance.
Report on Contract scorecard updates that have not been done at the period's setup for the contract created.



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FUNCTIONALITY

For a bidder to qualify, it is a requirement for a prospective bidder to score a minimum of **75** out of 100 points for functionality.

Values 1=Poor, 3= Good, 5=Excellent

ITEM	CRITERIA	WEIGHT	VALUE	SCORE
1.	PREVIOUS COMPANY EXPERIENCE (attach appointment and reference letters per project)	20		
	5 letters and above (Value= 5)			
	2 - 4 letters Value = 3)			
	1 letter (Value = 1)			
2.	PERSONNEL EXPERIENCE	20		
2.1	PROJECT LEADER EXPERIENCE (Attach CV detailing experience similar to the field)			
	Project Leader must have 10 years' and above experience in local government financial systems (Value = 5)			
	Project Leader must have 6-9 years' experience in local government financial systems Value = 3)			
	Project Leader with up to 5 years' experience in local government financial systems (Value = 1)			
2.2	PROJECT LEADER QUALIFICATIONS (Attach Certified Proof of Qualifications).	20		
	Project Leader must have a B. Com Degree / B. degree in Information Systems (Value = 5)			
	Project Leader must have Diploma in Accounting / Diploma in Information Systems Value = 3)			
	Project Leader must have recognition of prior learning in either of the mentioned fields (Value = 1)			
3.	TEAM MEMBER (SYSTEMS ADMINISTRATOR EXPERIENCE)	20		
3.1	Attached CV detailing experience with mSCOA experience			
	Systems Administrator must have 4 years' and above experience in financial information system in relation to mSCOA implementation (Value = 5)			



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	Systems Administrator has 2-3 years' experience in financial information system in relation to mSCOA implementation (value = 3)			
	Systems Administrator has 1 year' experience in financial information system in relation to mSCOA implementation			
3.2	TEAM MEMBERS (SYSTEMS ADMINISTRATOR QUALIFICATIONS)	20		
3.2.1	Attached CV certified qualifications			
	Systems Administrator must have a B. Com Degree / B. degree in Information Systems (Value = 5)			
	Systems Administrator must have Diploma in Accounting / Diploma in Information Systems (value = 3)			
	Systems Administrator must have recognition of prior learning in either of the mentioned fields (value =1)			
	TOTAL	100		

Calculate the points scored according to the following formula:

$$Ps = \frac{[So]}{Ms} \times Ap$$

Where:

Ps = percentage scored for functionality by the bid under consideration

So = total score of bids under consideration, i.e. weight X value = score

Ms = maximum possible score = 500

Ap = percentage allocated

$$\text{Total percentage scored by the bidder on functionality: } Ps = \frac{\quad \times 100}{500} =$$



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PRICING SCHEDULE

PRICING INSTRUCTIONS

1. Bidders must itemize all the items they are pricing for.
2. A breakdown of all the items priced for must be attached.
3. A total figure for the first 12 months which will be used for evaluation purposes must be inclusive of data migration.
4. Price escalation will be CIPX based for the 2nd and 3rd year.
5. Server must be priced separately and will be evaluated as a stand-alone item.



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MBD 4: DECLARATION OF INTEREST

No bid will be accepted from persons in the service of the state¹.

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

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

3.1 Full Name of bidder or his or her representative:

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:.....

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?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

3.8.1 If yes, furnish particulars.

.....

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

(a) a member of –

(i) any municipal council;



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- (ii) any provincial legislature; or
(iii) the national Assembly or the national Council of provinces;

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

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

3.9 Have you been in the service of the state for the past twelve months?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

3.9.1 If yes, furnish particulars.....

.....

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

3.10.1 If yes, furnish particulars.....

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?



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(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

3.11.1 If yes, furnish particulars.....

3.12 Are any of the company's directors, trustees, managers,
principle shareholders or stakeholders in service of the state?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

3.12.1 If yes, furnish particulars.....

3.13 Are any spouse, child or parent of the company's directors
trustees, managers, principle shareholders or stakeholders
in service of the state?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

3.13.1 If yes, furnish particulars.....

3.14 Do you or any of the directors, trustees, managers, principle 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.



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(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

3.14.1 If yes, furnish particulars.....

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

Full Name	Identity Number	Personal Reference Tax Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder



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MBD 5

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

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

*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.

2.2 If yes, provide particulars.

.....

.....

.....

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?



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*YES	NO
------	----

3.1 If yes, furnish particulars

.....

.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what 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

.....

.....

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....
Name/s and Surname of Bidder

.....
Signature

.....
Position in the Firm/Company

.....2021
Date



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**MBD 6.1 PREFERENCE CLAIMED IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS,
2011**

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
--	---------------



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

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

2. DEFINITIONS

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



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3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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



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

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

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

7. SUB-CONTRACTING

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

(*Tick applicable box*)

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

7.1.1 If yes, indicate:

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

(*Tick applicable box*)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM



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8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the



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foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....



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CONTRACT FORM - RENDERING OF SERVICES

MDB 7.2

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)
in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents,



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- Invitation to bid;
 - Tax compliance status (CSD report);
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2



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MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER [RLM])

1. I..... in my capacity as.....
accept your bid under reference numberdated.....for
the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.



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MBD 8: DECLARATION OF ABUSE OF SUPPLY CHAIN MANAGEMENT SYSTEM

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

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-



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- a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.



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Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of 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	Was any contract between the bidder and any 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"/>
4.4.1	If so, furnish particulars:		



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CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Name/s and surname of Bidder

.....
Signature

.....
Position in the Firm/Company

.....
Date



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MBD 9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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



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

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



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6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid;
or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
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.

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



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.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Having examined the BID and the general conditions thereto, I/we hereby certify that the bid price in the bid schedules and the preference points claimed are correct.

I/We furthermore certify that I/we/the Company comply/complies with the issues around Section 38 of the Supply Chain Management Policy inter alia:

IF ALL IS IN PLACE IN RESPECT OF THE CONTRACTUAL ISSUES LISTED IN THE TABLE BELOW; THE ANSWER SHOULD BE YES. ATTACH SUPPORTING INFORMATION IF ANY OF THE ANSWERS IS NO.

Note that the Municipality's Procurement Section will verify the statements.

I/we certify the following:

No.	CONTRACTUAL ISSUES	YES	NO
1.	In terms of Section 38 (1) (c) that the Bidder or any of the Directors is not listed as a person prohibited from doing business with the Public Sector		
2.	In terms of Section 38 (1)(d) (i) that the Bidder or any of the Directors does not owe rates and taxes or Municipal service charges to any Municipality that is in any arrears for more than three (3) months. Copies of the latest Municipal service charges statement of the Bidder and the Directors must be attached to the tender/bid document		
3.	In terms of Section 38 (1) (d) (ii) that the Bidder or any of the Directors has not failed to perform satisfactorily on a previous/previous contract/s with the Municipality or any organ of state		
4.	In terms of Section 38 (i) (9) that the Bidder or any of the Directors has not been convicted for fraud or corruption during the past five (5) years		
5.	In terms of Section 38 (i) (9) (iv) that the Bidder or any of the Directors has not been listed in the Register Of Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, (Act No. 12 of 2004)		



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.....
SIGNATURE OF BIDDER

.....2021.
DATE

.....
FULL NAME AND SURNAME OF BIDDER IN BLOCK LETTERS

COMPANY NAME:

PHYSICAL ADDRESS:

TELEPHONE NUMBER:

EMAIL ADDRESS:

WITNESS 1: WITNESS 2:

SIGNATORY AUTHORISATION

(TO BE COMPLETED BY THE BIDDER)

I/We the undersigned, am/are authorized to enter into this contract on behalf of

.....

(Name of Firm)

By resolution taken at a meeting held on the day of (month).....2021 resolved to
authorise holder of ID number to sign
all the documents on behalf of the company.

Print name of authorised representative:

Signature:



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NAME AND SURNAME OF THE DIRECTORS	SIGNATURE

PLEASE NOTE: Failure to complete all blank spaces on this form or attend to other details mentioned therein will render the bid/tender liable to rejection.