

EMTHANJENI MUNICIPALITY



TENDER DOCUMENT NUMBER 10 OF 2024

**TENDERS ARE INVITED FOR:
PROCUREMENT OF FINANCIAL MANAGEMENT SYSTEM (FMS) FOR
A PERIOD OF THREE (3) YEARS**

CLOSING DATE: 26 JUNE 2024

CLOSING TIME: 16H30

ENQUIRIES: Ms. Segomoco Jordan
45 Voortrekker Street, De Aar, 7000
(053) 632 9100

NAME OF BIDDING COMPANY:

CONTACT PERSON (*FULL NAMES*):

TEL NO: (.....) CELL:

CENTRAL SUPPLIER DATABASE NO:

SIGNATURE OF TENDERER:

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EMTHANJENI MUNICIPALITY / EMTHANJENI MUNISIPALITEIT
TENDER NO. 10 of 2024 / TENDER NR. 10 VAN 2024

Tenders are hereby invited from:

Tenders are hereby requested for **the FINANCIAL MANAGEMENT SYSTEM (FMS)**, sealed Tenders clearly marked **TENDER 10/2024 “FINANCIAL MANAGEMENT SYSTEM (FMS)”** should be placed in the tender box, at the Municipal Offices, 45 Voortrekker Street, De Aar, 7000 not later than 16:30 on **26 JUNE 2024** where it will be open in public.

The official Tender document must be fully completed in black ink and must not be dismantled. Supporting documents must be submitted separately and must be stapled or bound.

The lowest, or any tender, will not necessarily be accepted and council reserves the right to accept any tender. Late, faxed or e-mailed tenders will not be considered. Tenders will be evaluated according to the Council's Supply chain Management Policy and the **80/20-point system** will apply. The Supply Chain Management Policy can be viewed during normal office hours at the Municipal Offices.

The bidders that have passed the functionality evaluation with at least 70% and which Emthanjeni Municipality assesses to be able to provide at least 13 of the 15 business processes for Part 2 of the Functionality Assessment as per the Excel: ERP / FMS capability checklist, will proceed to be assessed based on Pricing.

Tenders will be evaluated on 80:20 basis and adjudicated in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and the EMTHANJENI Municipality's Supply Chain Management Policy. For bidders to qualify for further evaluation they have to meet the Functionality Criteria score on 70%

The tender document contains detailed information and is more explicit on the evaluation criteria. For more information, contact Ms. Segomoco Jordan at (053) 632 9100 or sjordan@emthanjeni.co.za

The EMTHANJENI Municipality does not bind itself to accept the lowest or any tender.

**DH Molaole MUNICIPAL
MANAGER
EMTHANJENI MUNICIPALITY
P.O. Box 42
De Aar 7000**

INVITATION TO BID

TENDERS ARE INVITED FOR: PROCUREMENT OF FINANCIAL MANAGEMENT SYSTEM (FMS) FOR A PERIOD OF THREE (3) YEARS

BID NUMBER: 10/2024

CLOSING DATE: 26 JUNE 2024

CLOSING TIME: 16:30

BID DOCUMENTS MAY BE POSTED TO	OR DEPOSITED IN THE TENDER BOX SITUATED AT
Emthanjeni Municipality P O Box 42 De Aarl 7000	Emthanjeni Municipality 45 Voortrekker Street 1 st Floor De Aar 7000

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is open from 7:30 till 16:20, 5 days a week.

Bids must be submitted on the Official Forms and in accordance with the outlines schedules (NOT TO BE RE-TYPED)

This Bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.

This Bid will be evaluated and Adjudicated according to the following criteria:

1. Relevant specifications;
2. Value for money;
3. Capacity to execute the contract;
4. PPPFA & associated regulations.

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, PROVINCIAL GOVERNMENT OR MUNICIPALITY.

DETAILS OF TENDERER

Name of firm / entity / enterprise	
Trading as (if different from above)	
Postal address	Postal Code
Physical address	
Contact Details of the Person Signing the Tender:	Name: _____ Telephone: (____)_____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Contact Details of the Senior Manager Responsible for Overseeing Contract Performance:	Name: _____ Telephone: (____)_____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Contact Details of Person Responsible for Accounts / Invoices:	Name: _____ Telephone: (____)_____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Company Income Tax Number	
VAT Registration Number	
Company Registration Number	
Any other Registration Applicable to this Industry	

DETAILS OF TENDERING ENTITY'S BANK

I/We hereby authorize the Employer/Client to approach all or any of the following bank/s for the purposes of obtaining a financial reference and must be accompany by Bank Confirmations:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE
Name of bank	
Branch name	
Branch code	
Name of Account Holder	
Account number	
Type of Account	

NB: Please enclosed an original bank confirmation letter with the bank stamp in the tender document.

Signature of Tenderer:_____

Date:_____

THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS / MEMBERS / PARTNERS

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

NAME OF TENDERER

Held at _____ on _____
(Place) (Date)

RESOLVED THAT:

1. The enterprise submits a Tender to the
EMTHANJENI Municipality in respect of the following:

TENDER NUMBER: 10/2024

2. _____ Mr/Mrs/
Ms _____

In his/her capacity as _____

and who will sign as follows: _____

(SPECIMAN SIGNATURE)

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

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

	Name	Capacity	Signature
1			
2			
3			
4			

CHECKLIST

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

Authority to Sign a Bid - Is the form duly completed and is a certified copy of the resolution	Yes		No	
MBD 4 (Declaration of Interest) - Is the form duly completed and signed?	Yes		No	
MBD 5 – (Declaration for Procurement above R10 Million (VAT Included))	Yes		No	
MBD 6.1 (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a CERTIFIED copy of the B-BBEE Certificate or the original B-BBEE	Yes		No	
MBD 8 (Declaration of Past Supply Chain Practices) - Is the form duly	Yes		No	
MBD 9 (Certificate of Independent Bid Determination) - Is the form duly	Yes		No	
MBD 10 (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the Identity numbers, residential addresses and municipal account numbers of ALL members, partners, directors, etc. provided on the form as requested?	Yes		No	
Pricing Schedule - Is the form duly completed and signed?	Yes		No	
Declaration by Tenderer - Is the form duly completed and signed?	Yes		No	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

EMTHANJENI MUNICIPALITY PROCUREMENT

A. GENERAL CONDITIONS OF CONTRACT

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General Conditions of Contract

1. Definitions:

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 "Day" means calendar day.

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

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

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

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 supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General:

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 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 provider in the performance of the contract. Disclosure to any such employed person shall be made

in confidence and shall extend only so far as may be necessary for purposes of such performance.

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

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider'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 provider 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 or municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality or 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:

(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 provider 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, test and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an 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 23 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. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and documents:

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

11. Insurance:

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

12. Transportation:

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

13. Incidental services:

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

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

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider 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:
 - (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 provider in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

18. Variation orders:

18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 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 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 supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties:

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

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 judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works 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 empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-Dumping and Counter-Vailing 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 supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure:

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the 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,

(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 to the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of liability:

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

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

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

29. Governing language:

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

30. Applicable law:

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

31. Notices:

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

33. Transfer of contracts:

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

34. Amendment of contracts:

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

35. Prohibition of restrictive practices:

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

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 are 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.

TECHNICAL SPECIFICATIONS

FINANCIAL MANAGEMENT SYSTEM ("ERP/ FMS") TENDER FOR A PERIOD OF THREE (3) YEARS

BID NUMBER: TENDER 10/2024: FINANCIAL MANGEMENT SYSTEM

Bids are hereby invited for the appointment of a service provider for a Financial Management System ("FMS") for a period of **3 years**. Enquiries pertaining to the tender specifications must be addressed in writing (email) to Ms. S Jordan at

sjordan@emthanjeni.co.za.

A: TENDER INSTRUCTIONS

1. The tender must be valid for a period of 90 days.
2. Tenders will be evaluated on 80:20 basis and adjudicated in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and the EMTHANJENI Municipality's Supply Chain Management Policy. For bidders to qualify for further evaluation they have to meet the Functionality Criteria score on 70%
3. You are therefore required to submit your functionality tender documentation and price tender documentation.
4. Functionality evaluation will comprise of two parts.
5. The Functionality Evaluation will be based on the submission of a ring-bind file that will be evaluated first and only bidders that obtain at least 70% for the Functionality Evaluation will proceed to pricing evaluation.
6. Tender Documents will be available from **10 June 2024** And can be downloaded from municipal website www.emthanjeni.co.za

All prospective bidders must place tenders sealed and clearly endorsed with

"TENDER 10/2024: Financial management system (FMS)" in the tender box in the Emthanjeni Municipality building, 45 Voortrekker Street, De Aar, 7000 before 16:30 noon **on 26 June 2024**. Failure to comply with this requirement will result in an invalid bid.

All clarifications must be requested in writing from Ms. S Jordan at sjordan@emthanjeni.co.za

The EMTHANJENI Municipality does not bind itself to accept the lowest or any tender.

ACRONYMS USED:

The following acronyms are used in the **Functionality requirement document**.

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

C: BACKGROUND INFORMATION ABOUT THIS TENDER

1. Technical requirements

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

The solution will be used over different municipal functions and locations spread across the municipality area. These locations include municipal offices, community centres and other public facilities, as well as remote administrative offices and depots. The infrastructure for the FMS will be hosted at the Municipal main office in De Aar and the surrounding/remote sites will connect to the main network via either leased lines or wireless VPN connections. There will be two database servers that is hosted at the main municipal office (De Aar) and all surrounding/remote sites must connect via the WAN to this server and be able to process from the server. The solution must include a test environment available to all surrounding/remote sites.

LM runs a virtualised server infrastructure connected to SAN Storage at De Aar. This network consists of a combination of fibre, ISCI, Gigabit connections. Similar infrastructure and connection methods apply to the offices in the surrounding towns, where the connections between the surrounding sites are VPN connections. A Diginet network owned by Wispernet provides the backbone between Britstown office, Hanover office, Other offices in De Aar which are connected (interfaced) to/with De Aar head office. Surrounding/Remote Sites connected with VPN links.

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

The successful bidder's system must be able to run on the municipal servers for their solution (e.g., pay slip printers)

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

The successful bidder must provide supporting documentation with regards to the software development and its ownership.

The municipality's current Financial Management System is Inzalo EMS. The municipality has 60 concurrent users. For purposes of evaluation of this tender, all bidders must work on the assumption that the municipality will require 70 licenses.

2. Electronic documents submitted as part of this tender

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

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

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

Milestone requirements

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

Action Step
Test Billing reports on new system based on February 2024 old system data for comparability to February 2024 actual billings available for sign-off by municipality
Test the debtors system reports that must be imported daily from debtors from June 2024 on live system
Test runs completed for creditors payment, depreciation, cashiers, Easypay, Syntell
Layout of consumer accounts tested, finalized and signed-off by LM
Final conversion of all the core Financial modules completed
TB, Debtors listing (including summary and ageing that balances), Consumer deposits, Creditors, Assets, Stores, Capital & Operating budget, Cashbook, Bank reconciliation, Orders, Shadows, External loans on new system available for sign off as at June 2024
Sign-off of by LM of all listing balances on new system that balance with old system as at June 2024
New system to run live mSCOA (Date to be communicated to winning bidder)
<i>Budget module on new system fully functional in mSCOA for budgeting (this is a non-negotiable milestone that must be achieved by the successful bidder)</i>
First Section 71 Reporting (MBRR) must be automatically populated from new system (mSCOA)
Billing of consumer debtors for June 2024
Consumer accounts available in final version to be delivered to consumers in the required format
Automated section 71 schedules and F Forms for period ended 31 March, 30 April, 31 May and 30 June 2024 correctly populated for submission to NT and PT

Adjustment budget B schedules for 2023/2024 automated population mSCOA Budget for submission to council on new system as required by MBRR
mSCOA Budget schedules populated for 2024/2025 MTREF on new system with all required information as required by MBRR
Training on all modules
Core financial system functional and ready for transacting in mSCOA
NT portal to be tested for accessibility and extraction of information
Reporting in required format through portal to NT tested and ready for reporting by LM
NT Reports successfully submitted through NT portal
Final sign-off by LM of system implementation

D: FUNCTIONALITY EVALUATION:

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

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

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

The bidders that Emthanjeni Municipality assesses to be able to provide at least 13 of the 15 business processes as per the Excel: FMS capability checklist, will proceed to be assessed based on Pricing.

These subsections must be as follows:

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

Section 1: Possible immediate disqualification (0 points)

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

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

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

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

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

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

Section 1: Possible immediate disqualification (0 points)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1-30:	Yes	No
Solution should be Cloud based		
<u>If you marked yes, please substantiate your answer</u>		
<u>If you marked no, please explain</u>		

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1-50:	Yes	No
How many municipalities using your solution have received clean audits in the last year 3 years?		
<u>If you marked yes, please substantiate your answer with listing and reference letters</u>		
<u>If you marked no, please explain</u>		

Section 2: Signed declaration (0 points)

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

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

Requirement

Provide a signed declaration of the following:

That you agree to abide by the requirements of this tender.

That you can deliver the required services to the municipality's head office and site offices.

- That resources submitted as part of the bidding document will be committed to the project if you are the successful bidder.

That you acknowledge the complexity of the municipality's ICT environment, software and hardware.

- That you will attend all project steering committee meetings that are scheduled by the municipality with regards to the implementation of the FMS.

- There will be monthly virtual meetings.

That you will provide minutes of the steering committee meeting within a week after the meeting.

That you will provide monthly progress reports, addressed to the Municipal Manager.

That you agree to provide feedback and conduct presentations as and when required by the municipality.

- That you take full responsibility for the success or failure of the project (Strict adherence to project management principles will mitigate deviations).

That you will provide the municipality annually with a service level agreement.

That you agree not to cede this contract.

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

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

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

Section 4: Client references (5 points)

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

Sub Sections	Requirement
4-1	<p>Provide a listing of all the municipalities where your FMS solution is currently in use.</p> <p>Provide a listing of minimum of 10 municipalities where your solution is in use and they have received Clean Audit reports in the last 3 years</p>
4-2	<p>Provide a minimum 10 reference letters from any of the municipalities where the prospective bidder's FMS system is in operation.</p> <p>For these 10 references the following are required:</p> <ul style="list-style-type: none">- The 10 references may only be from the Schedule B municipalities (<u>Local municipalities</u>)

Section 5: Implementation strategy (30 points)

You can assume that the tender will be awarded by the municipality to the successful bidder in May 2024. Each of the individual subsections below will be weighted as follows for purposes of the points allocation:

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

Sub Sections	Requirement
5-1	The municipality has provided all bidders with a list of milestones that must be adhered to. These milestones will comprise a significant component that must be completed at a certain point in time. Prepare a detailed project plan taking into account the milestones required by the municipality.
5-2	<p>It is an absolute requirement that the municipality is fully mSCOA compliant. Provide a risk plan of the Top 15 risks to ensure that these risks will be managed. The risk plan must include at least the following:</p> <ul style="list-style-type: none">- Risk description.- Impact of the risk (Insignificant, Serious, Severe).- Likelihood of occurrence (Unlikely, Possible, Certain)- Controls that will mitigate the risks <p>identified The risks should include, at least the following:</p> <ul style="list-style-type: none">- Municipality not being mSCOA compliant.- On-going version changes in the mSCOA design principles.- Project deadlines not being met by successful bidder.- Lack of assistance by municipal officials to successful bidder.- Insufficient training provided by successful vendor to municipality.- Billing run on new system is not correct.- Balances on old system not correctly transferred to new system.
5-3	The municipality requires that system conversion be completed on a date that will be provided in the service level agreement. Provide a description of how the closing balances of the current system/s will be transferred to the new system. Clearly indicate the approach that you will follow, considering, <i>inter alia</i> , the Auditor-General approach in auditing the opening balances of the new system.

Section 6: Implementation and FMS insight (20 points)

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

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

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

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

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

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

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

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

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

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

--

Section 8: Training (5 points)

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

Section 9: Additional information (0 points)

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

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

E: PRICING SCHEDULE:

An all-inclusive tender price for the 3-year period must be provided by all prospective bidders.

For the determination of the 3-year tender price annual escalation cost will be ignored. The annual escalation of the cost, once the FMS has been implemented, will be done in accordance with an annual service level agreement.

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

There are 8 different parts that must be completed as part of the pricing schedule. For purposes of the tender price evaluation, only parts 1 to 8 will be considered.

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

Part 8 is the total all-inclusive tender price.

Bidders are also required to provide a fixed escalation rate per year over a period of 3 years.

** Please note that Emthanjeni Municipality reserves the right, after awarding of the tender, to increase the number of licenses required beyond the 70 as stated in Part 2 of pricing, should the operational needs of the organization change during the 3 year period.*

Part 1 – Implementation fees

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

Part 2 – Annual license fee

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

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

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

	All-inclusive price (for 1 year)
Annual license fee (100 licenses x R.....per license)	
Plus: All other license fees	
Sub-total	
Plus: VAT	
All-inclusive price (VAT included)	
Please provide the calculation of the all-inclusive price (per user etc.) as well as any other relevant information.	

Part 4 – Annual support fees

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

For this component the bidders must use the following assumptions:

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

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

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

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

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

Part 5 – User group/ development fees

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

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

[illegible]

Part 6 – Hourly rate

	Hourly rate (for 1 year)
Telephonic support	
Junior Consultant	
Senior Consultant	
Principal Consultant	
Project Manager	
Please provide any other consultants fees not covered above.	

Part 7 – Disbursements

	Cost (for 1 year)
Per kilometre rate for travel	
Accommodation cost per day	
Subsistence cost per day	
Car hire cost per day	
Flights cost per return flight	
Other (please provide detail below)	

TENDERS WILL BE EVALUATED ON THE FOLLOWING CRITERIA:

PRICE **80 Points**

SPECIFIC GOALS **20 Points**

Total Points **100**

2. FUNCTIONALITY CRITERIA

This tender will be evaluated based on method 2 – functionality, price and preference

Qualification for Functionality:

Tenders will be subjected to evaluation process for functionality, based on specific quality criteria. Only tenderers who attain a minimum score of 70% (70 points) will be considered for further evaluation.

Tenderers must complete and submit sufficient and all relevant information for each of the Categories they are tendering for.

CERTIFICATE FOR MUNICIPAL SERVICES

Information required in terms of the EMTHANJENI Municipality's Supply Chain Management Policy, Clause 28 (i) (c) (ii).

Tender Number: 10/2024

Name of the Tenderer: _____

FURTHER DETAILS OF THE BIDDER/S: Proprietor / Director(s) / Partners, etc:

Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all the names, please attach the additional details to the Tender document.

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

I, _____, the undersigned,
(full name in block letters)

certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

Signature

THUS DONE AND SIGNED for and on behalf of the Bidder / Contractor

at _____ on the _____ day of _____ 20

SCHEDULE 1

SPECIFICATION OF PRODUCTS/GOODS OFFERED

Various costs must be clearly specified

SCHEDULE 2

**PROOF OF REGISTRATION ON NATIONAL TREASURY'S
CENTRAL SUPPLIER'S DATABASE(CSD)**

&

TAX CLEARANCE CERTIFICATE/ TAX PIN NUMBER (MBD 2)

SCHEDULE 3

DETERMINATION AND OUTLINING OF FEES/ PRICING SCHEDULE

Bidders are requested to specify in detail all costs as mentioned above in the tender document.

SCHEDULE 4

DECLARATION OF INTEREST (MBD4)

MBD 4

DECLARATION OF INTEREST

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

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

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

3.7 Are you presently in the service of the state? **YES / NO**

3.7.1 If yes, furnish particulars.

.....

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

(a) a member of –

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

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

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

(d) an employee of any national or provincial department, national or

provincial public entity or constitutional institution within the meaning of the Public Finance

- Management Act, 1999 (Act No.1 of 1999);
(e) a member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature.

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.

3.8 Have you been in the service of the state for the past twelve months? **YES / NO**

3.8.1 If yes, furnish particulars.....

.....

3.9 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.9.1 If yes, furnish particulars.

.....

.....

3.10 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? **YES / NO**

3.10.1 If yes, furnish particulars

.....

.....

3.11 Are any of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.11.1 If yes, furnish particulars.

.....

.....

3.12 Are any spouse, child or parent of the company’s directors trustees, managers, principle shareholders or stakeholders in service of the state?
YES / NO

3.12.1 If yes, furnish particulars.

.....

.....

- 3.13 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. **YES / NO**

3.13.1 If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

SCHEDULE 5

PREFERENCE POINTS CLAIM FORM (MBD 6.1)

AND

B-BBEE CERTIFICATE ISSUED

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- 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 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \text{80/20} & \text{or} & \text{90/10} \\ \text{Ps} & & \text{Ps} \\ \text{80} & & \text{90} \\ \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) & \text{or} & \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \begin{array}{c} P_s \\ \div \\ 80 \\ \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array} & \mathbf{or} & \begin{array}{c} P_s \\ \div \\ 90 \\ \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array} \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
a. contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability.				
b. the promotion of enterprises located in the local area (phased in approach to be applied for other RDP goals)				

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

SCHEDULE 6

COMPANY PROFILE

CERTIFICATE FOR MUNICIPAL SERVICES

THE TENDER OFFER

I/We Mr/Mrs/Ms _____ duly assigned to represent the service provider for the purpose of this tender, hereby tender to supply all or any of the goods and/or render all or any of the services described in the attached documents to the Emthanjeni Municipality on terms and conditions stipulated in this tender and in accordance with the specifications stipulated in the tender documents (which shall be taken as part of, and incorporated into this tender)

I/we agree that this offer shall remain valid for a period of 90 days commencing from the closing date and time of this tender.

I/we further agree that:

This tender and its acceptance shall be subject to the terms and conditions contained in the Emthanjeni Municipality's Supply Chain Management Policy;

If I/we withdraw my/our tender within the period for which I/we have agreed that the tender shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the Emthanjeni Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the Emthanjeni Municipality and I/we will then pay to the Emthanjeni Municipality any additional expense incurred by the Emthanjeni Municipality having either to accept any less favorable tender or, if fresh tenders have to be invited, the additional expenditure incurred by the invitation by the invitation of fresh tenders and by the subsequent acceptance of any less favorable tender; the Emthanjeni Municipality shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other tender or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfillment of this or any other tender or contract and pending the ascertainment of the amount of such additional expenditure or retain such moneys, guarantee or deposit as security for any loss the Emthanjeni Municipality may sustain by reason of my/our default;

If my/our tender is accepted the acceptance may be communicated to me/us by letter or order by certified mail or registered mail. Such posting shall be deemed to be proper service of such notice with effect from the date of posting/dispatch of such notice;

The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our tender and that I/we choose domicilium citandi et executandi in the Republic of South Africa, where any and all legal notices may be served at (full street address on this place):

Physical Address: _____

I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and

validity of my/our tender; that the price(s) and rate(s) tendered cover all the work/item(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our own risk.

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

I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.

I/we declare that I/we have participation / no participation in the submission of any other offer for the supplies/services described in the attached documents. If in the affirmative, state name(s) of tenders involved.

Name: _____

Signature: _____

Date: _____

This form must be completed and signed to be considered provisionally responsive.

ACCEPTANCE

By signing this part of the form of offer and acceptance, the employer identified below accepts the supplier's offer. In consideration thereof, the employer shall pay the supplier the amount due in accordance with the conditions identified in the tender data. Acceptance of the supplier's offer shall form an agreement between the employer and the supplier upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the supplier receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the supplier within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Name: _____

Signature: _____

Capacity: _____

Date: _____

For the Employer:

**EMTHANJENI MUNICIPALITY
45 VOORTREKKER STREET
DE AAR
7000**

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

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

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

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

4 In order to give effect to the above, the following questionnaire must

be completed and submitted with the bid.

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



CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

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 (MBD9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

EMTHANJENI MUNICIPALITY

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

Functional Evaluation Criteria (Stage 1: Technical evaluation)

NO	CRITERIA	SCORING	WEIGHT
1.	UNDERSTANDING THE BRIEF (based on proposed methodology to achieve the outputs)		35
	<p>Demonstrated the following components in the project plan to achieve the scope of work within the required timeframe:</p> <ul style="list-style-type: none"> Specifies the methodology that will be followed. Details resource (i.e., names of project lead and core team members <u>and duties of each to motivate the composition</u> of the team). An understanding of the scope of work is demonstrated. The timeframes stipulated are realistically achievable. 	<p>5 = Excellent (demonstrated all four components)</p> <p>4 = Good (good demonstrated three components)</p> <p>3 = Average (average demonstration of three components)</p> <p>2 = Below Average (demonstrated less than three components)</p> <p>1 = Poor (Demonstrated no understanding of the project requirements)</p>	
2.	CAPABILITY OF CORE TEAM (including combined years' experience in required fields and relevant qualifications)		
2.1	QUALIFICATIONS		
	<p>Project lead Project lead must have educational qualification at a NQF level 7 or higher in Accounting.</p>	<p>5 = Postgraduate/NQF8 or higher</p> <p>4 = Bachelor's degree/Advanced Diploma/NQF7</p> <p>3 = National Diploma/Advanced Certificate/NQF6</p> <p>2 = Higher Certificate/NQF 5 plus Relevant</p> <p>1 = Matric or less</p>	10
	<p>Technical Team technical team must have educational qualification at a NQF level 7 or higher in Accounting.</p>	<p>5 = Postgraduate/NQF8 or higher</p> <p>4 = Bachelor's degree/Advanced Diploma/NQF7</p> <p>3 = National Diploma/Advanced Certificate/NQF6</p> <p>2 = Higher Certificate/NQF 5 plus Relevant</p> <p>1 = Matric or less</p>	10
2.2	GENERAL EXPERIENCE		
	<p>Project team must have at least 5 years' experience in the following fields:</p> <ul style="list-style-type: none"> <u>Municipal</u> accounting <u>Municipal</u> business process/workflow analysis <u>Municipal</u> financial system solutions in a mSCOA environment; 	<p>5 = Project team members have 8 years and above experience in the indicated fields</p> <p>4 = All project team members have between 6 to 7 years' experience in the indicated fields</p> <p>3 = All project team members have 5 years' experience in the indicated fields</p>	30

NO	CRITERIA	SCORING	WEIGHT
		<p>2 = Most project team members have less than 5 years' experience in the indicated fields</p> <p>1 = One or more team member do not have any experience in the indicated fields</p>	
3.	SPECIFIC EXPERTISE		15
	<p>Proven Record</p> <p>Provide a list and evidence of three (3) or more similar projects than were executed in a time period, in the past five years as per the scope of work.</p> <p>The list and evidence must address successfully completed project/s in the following sequence:</p> <p>Copy of an appointment letter/s, description of the project. Client name, Client contact (i.e., email and office number), Project start date, project end date, contract value. Furthermore, attach a completion certificate signed by client or letter from the client confirming successful completion of the project. AG Audit Opinion Reports. Treasury Portal Results</p>	<p>5 points= 5 or more projects with contactable references .</p> <p>4= points: 4 projects with contactable references.</p> <p>3 point =3 projects with contactable references.</p> <p>2 points= 2 projects with contactable references.</p> <p>1 point = 1 project with contactable references.</p>	
TOTAL			100
Threshold			70%