



## KWAZULU-NATAL PROVINCIAL LEGISLATURE

FOR OFFICIAL USE

**DESCRIPTION: Request for Information (RFI): ERP  
System Upgrade or Re-implantation**

Bid No. : **KZNL 06/2020**

Company Name\_\_\_\_\_

Registration No. \_\_\_\_\_

**Type of Bidder (Tick One Box)**

One-person Business/Sole Trader	
Close corporation	
PTY (Ltd)	
Private Company	
Partnership	
Consortium/Joint Venture	
Co-operative	

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**RETURN OF PROPOSAL**

Proposal must be deposited in the **Bid box** situated at **Ground Floor, KwZulu Natal Legislature, Albetina Sisulu Admin Building, 244 Langalibalele Street PIETERMARITZBURG 3201** before **11h00 on the 3 May 2021**.

**KWAZULU-NATAL LEGISLATURE**  
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## SECTION A

### INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF  
THE KWAZULU-NATAL LEGISLATURE

BID NUMBER:	KZNL 06/2020	COMPULSORY BRIEFING SESSION	19 April 2021 at 11h30	CLOSING DATE:	3 May 2021 2021	CLOSING TIME:	11:00
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DESCRIPTION: **Request for Information (RFI): ERP System Upgrade or Re-implantation**

CONTRACT PERIOD: **36 MONTHS**

VALIDITY PERIOD: **120 DAYS**

**Tender Briefing session will be held on the 19 April 2021 at 11h30 via Microsoft teams . Interested bidders are requested to forward their email addresses and name of the company to Mr Nkululeko Ngcamu ([NGCAMUN@kznleg.gov.za](mailto:NGCAMUN@kznleg.gov.za)) and Ms Londeka Zuma ([ZUMAL@kznleg.gov.za](mailto:ZUMAL@kznleg.gov.za)) by 16 April 2021 end of business day.**

**The successful bidder will be required to fill in and sign a written Contract Form (SBD 13.1 or 13.2) depending on the nature of the supply/service**

<b>BID DOCUMENTS DELIVERED BY HAND MUST BE DEPOSITED IN THE BID BOX SITUATED AT:</b> Ground Floor, KZN Legislature 244 Langalibalele Street PIETERMARITZBURG 3201	<b>THE BID BOX IS AVAILABLE ON THE FOLLOWING DAYS AND TIME:</b> <b>MONDAY TO THURSDAY 08:00 TO 16:00</b> <b>FRIDAY (EXCLUDING PUBLIC HOLIDAYS)</b> <b>08:00 TO 14:00</b>
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**Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.**

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

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

NAME OF BIDDER \_\_\_\_\_

POSTAL ADDRESS \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

TELEPHONE NUMBER CODE \_\_\_\_\_ NUMBER \_\_\_\_\_

CELLPHONE NUMBER \_\_\_\_\_

FACSIMILE NUMBER CODE \_\_\_\_\_ NUMBER \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

VAT REGISTRATION NUMBER \_\_\_\_\_

**CENTRAL SUPPLIER DATABASE (CSD) NO.** \_\_\_\_\_

HAS A VALID TAX CLEARANCE CERTIFICATE AND PIN BEEN SUBMITTED? (Section B) YES ☐ NO ☐

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (Section F) YES ☐ NO ☐

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

**[TICK APPLICABLE BOX]**

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)..... ☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR..... ☐

A REGISTERED AUDITOR ..... ☐

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**

ARE YOU THE ACCREDITED REPRESENTATIVE  
IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?

YES ☐ NO ☐  
**[IF YES ENCLOSE PROOF]**

SIGNATURE OF BIDDER .....

DATE .....

CAPACITY UNDER WHICH THIS BID IS SIGNED .....

**TOTAL BID PRICE: R** .....

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE(SCM) MAY BE DIRECTED TO:**

**Contact Person:** Mr N Ngcamu

**Tel:** 033 355 7548 /060 569 2722

**E-mail address:** [ngcamun@kznleg.gov.za](mailto:ngcamun@kznleg.gov.za)

**ANY ENQUIRIES REGARDING THE TECHNICAL SPECIFICATION MAY BE DIRECTED TO:**

**Contact Person:** Mr N Zulu

**Tel:** 033 355 7500/082 386 0878

**E-mail address:** [ZULUN@kznleg.gov.za](mailto:ZULUN@kznleg.gov.za)

## SECTION B

### SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted.
3. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
4. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
5. Bids submitted must be complete in all respects. (All sections must be completed).
6. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
7. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
8. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
9. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
10. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
11. No bid submitted by telefax, telegraphic or other electronic means will be considered.
12. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
13. Any alteration made by the bidder must be initialled.
14. Use of pencil and correcting fluid is prohibited.
15. Bids will be opened in public as soon as practicable after the closing time of bid.
16. Where practical, prices are made public at the time of opening bids.
17. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
18. All consortia/joint ventures must submit individual company valid Tax Clearance Tax Clearance Certificates and pin. (Where required, individual company profiles must be included). Please also refer to Annexure D - para. 2.3 regarding B-BBEE Status Level Certificates.
19. If a **compulsory briefing session/site inspection** is held, the bid document must be stamped and signed at the session. Failure to comply will render the bid disqualified at the time of closure of the bid.
20. The Legislature is not bound to accept any of the proposals submitted and reserves the right to cancel the bid at any time and to call for the best and final offers from shortlisted bidders before final selection.
21. The Legislature reserves the right to call for presentations/interviews with shortlisted bidders before final selection.
22. Only bids that were submitted with a valid Tax Clearance pin **status** will be considered for appointment.
23. The Legislature reserves the right to appoint more than one service provider.
24. Prices will be deemed as firm for the first year and subject to statutory price increases. (**Note:** Any price escalation will be subjected to approval by the Legislature and will only be affected after the first completed year)
25. All bidders must attach all required annexures.
26. Bidding documents must be completed in accordance to the conditions and bidding rules contained therein.
27. The lowest or any proposal will not necessarily be accepted and the KZN Legislature reserves the right not to consider any proposal, not suitably endorsed or comprehensively completed, as well as the right to accept a proposal in whole or in part.
28. Registration on National Treasury's Central supplier Database (CSD) is compulsory. For more information on how to register go to [www.csd.gov.za](http://www.csd.gov.za) . Failure to submit a CSD supplier registration report will result in the disqualification of proposals.
29. **Appointment will be subject to positive outcome of the screening by SSA**

## SECTION C (SBD 2)

### TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. In order to meet this requirement bidders are required to complete in full the TCC 001 form. "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The Tax Clearance Certificate and pin must be submitted together with the bid.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

**I HAVE READ, UNDERSTOOD AND COMPLY WITH THE SPECIAL INSTRUCTIONS ABOVE:**

\_\_\_\_\_  
**SURNAME AND INITIALS OF COMPANY REPRESENTATIVE**

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

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

COMPANY OFFICIAL STAMP

## SECTION D (SBD 4)

### DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
  - 2.1 Full Name of bidder or his or her representative: .....  
Of (Company Name).....
  - 2.2 Identity Number:.....
  - 2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member): .....
  - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust: .....
  - 2.5 Tax Reference Number: .....
  - 2.6 VAT Registration Number: .....
  - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

- 2.7 Are you or any person connected with the bidder presently employed by the state? YES ☐ NO ☐
- 2.7.1 If so, furnish the following particulars:  
Name of person / director / trustee / shareholder/ member: .....  
Name of state institution at which you or the person connected to the bidder is employed : .....  
Position occupied in the state institution: .....  
  
Any other particulars: .....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES ☐ NO ☐

2.7.2.1 If yes, did you attach proof of such authority to the bid document? YES ☐ NO ☐  
(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

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

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

2.8.1 If so, furnish particulars:  
.....  
.....  
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES ☐ NO ☐

2.9.1 If so, furnish particulars.  
.....  
.....  
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? YES ☐ NO ☐

2.10.1 If so, furnish particulars.  
.....  
.....  
.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES ☐ NO ☐

2.11.1 If so, furnish particulars:  
.....  
.....  
.....



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

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

**4 DECLARATION**

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

## SECTION E (SBD 6.1)

### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

#### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
  -
- 1.2 The value of this bid is estimated to be below R50 000 000 (all applicable taxes included) and therefore the 90/10 Preference point system shall be applicable; or
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:
- |  | POINTS     |
|--|------------|
| <b>PRICE</b>   | 80         |
| <b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>                | 20         |
| <b>Total points for Price and B-BBEE must not exceed</b> | <b>100</b> |
- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

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

### 3. POINTS AWARDED FOR PRICE

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

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

80/20

or

**90/10**

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

Where

Ps = Points scored for price of bid under consideration

Pt       =       Price of bid under consideration

$P_{min}$  = Price of lowest acceptable bid

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

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

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

## 5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

- v) Specify, by ticking the 

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

 appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

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

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

- 1. ....
- 2. ....

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

DATE: .....

ADDRESS .....

.....

.....

# CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

## PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to the KwaZulu-Natal Legislature in accordance with the requirements and specifications stipulated in bid number **KZNL 06/2020** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

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

## WITNESSES

1 .....  
 .....  
 2. ....  
 .....  
 DATE:.....

**CONTRACT FORM PURCHASE OF GOODS/WORKS**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I ..... in my capacity as.....  
accept your bid under reference number ..... dated .....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

<b>ITEM NO.</b>	
<b>PRICE (ALL APPLICABLE TAXES INCLUDED)</b>	
<b>BRAND</b>	
<b>DELIVERY PERIOD</b>	
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	
<b>MINIMUM THRESHOLD FOR LOCAL PRODUCTION &amp; CONTENT (if applicable)</b>	

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

**WITNESSES**

1. ....

2. ....

DATE .....



**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

I..... in my capacity as.....  
accept your bid under reference number .....dated.....for the rendering of services  
indicated hereunder and/or further specified in the annexure(s).

4. An official order indicating service delivery instructions is forthcoming.
5. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

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

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

--

**WITNESSES**

1 Name:\_\_\_\_\_

Signature\_\_\_\_\_ Date: \_\_\_\_\_

2 Name:\_\_\_\_\_

Signature\_\_\_\_\_ Date: \_\_\_\_\_

OWNERS/SHAREHOLDERS/PARTNERS/SOLE PROPRIETORS/TRUSTEES / BENEFICIARIES.

*(This information is required for statistical purposes only)*

[illegible]

## SECTION F

### CONDITIONS OF BID

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the KwaZulu-Natal Legislature (hereinafter called the "Legislature") on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/we agree that:
  - (a) the offer herein shall remain binding upon me and open for acceptance by the Legislature during the validity period indicated and calculated from the closing time of the bid;
  - (b) this bid and its acceptance shall be subject to SCM Regulations issued in terms of the Financial Management of Parliament Act, the KwaZulu-Natal Legislature's Supply Chain Management Policy, the Treasury Practice Notes, and the General Conditions of Contract, with which I/we am fully acquainted;
  - (c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Legislature may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the Province. I/we will then pay to the Legislature any additional expenses incurred by the Legislature having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Legislature shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Legislature may sustain by reason of my default;
  - (d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
  - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose *domicilium citandi et executandi* in the Republic at (full physical address) :  
 .....  
 .....
3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.
4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfilment of this contract.
5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me as a result of such action.
6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

# **6. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT**

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

- (1) The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Province, if requested to do so.
- (2) If the information supplied is found to be incorrect and/or false then the Province, in addition to any remedies it may have, may:-
  - a) Recover from the contractor all costs, losses or damages incurred or sustained by the Legislature as a result of the award of the contract, and/or
  - b) Cancel the contract and claim any damages which the Legislature may suffer by having to make less favourable arrangements after such cancellation.

**SIGNED ON THIS ..... DAY OF ..... 20 ..... AT .....**

.....  
**SIGNATURE OF BIDDER OR DULY  
AUTHORISED REPRESENTATIVE**

.....  
**FULL NAME (IN BLOCK LETTERS)**

**ON BEHALF OF (BIDDER'S NAME) .....**

**CAPACITY OF SIGNATORY .....**

**NAME OF CONTACT PERSON (IN BLOCK LETTERS).....**

**POSTAL ADDRESS**

.....

.....**POSTAL CODE**.....

**TELEPHONE NUMBER:** .....

**FAX NUMBER:** .....

**CELL PHONE NUMBER:** .....

**E-MAIL ADDRESS:** .....

## SECTION G

### AUTHORITY TO SIGN A BID

#### A. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

#### AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on ..... 20.....,  
Mr/Ms .....whose  
signature appears below) has been duly authorised to sign all documents in connection with this  
bid on behalf of (Name of Company).....

IN HIS/HER CAPACITY AS: .....

#### SIGNED ON BEHALF OF COMPANY:

.....  
(PRINT NAME)

SIGNATURE OF SIGNATORY: ..... DATE: .....

WITNESSES: 1 .....

2 .....

#### B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

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

.....

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

## C. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....

We, the undersigned partners in the business trading as.....  
 hereby authorise ..... to sign this bid as well as any contract  
 resulting from the bid and any other documents and correspondence in connection with this bid and  
 /or contract on behalf of (*company name*) .....

..... <b>SIGNATURE</b>	..... <b>SIGNATURE</b>	..... <b>SIGNATURE</b>
..... <b>DATE</b>	..... <b>DATE</b>	..... <b>DATE</b>

## D. CLOSE CORPORATION

In the case of a close corporation submitting a bid, **a certified copy** of the Founding Statement of such corporation shall be included with the bid, together with the **resolution by its members authorising a member** or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on ..... 20..... at .....

..... Mr/Ms....., whose  
 signature appears below, has been authorised to sign all documents in connection with this bid on  
 behalf of

(Name of Close Corporation) .....

SIGNED ON BEHALF OF CLOSE CORPORATION: .....  
 (PRINT NAME)

IN HIS/HER CAPACITY AS ..... DATE: .....

SIGNATURE OF SIGNATORY: .....

WITNESSES: 1 ..... WITENSS:- 2 .....

## E. CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on ..... 20..... at .....

Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of cooperative).....

SIGNED ON BEHALF OF CO-PERATIVE:.....  
(PRINT NAME)

IN HIS/HER CAPACITY AS:.....DATE:.....

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY: .....

WITNESSES: 1 ..... WITENSS:- 2 .....

## F. CONSORTIUM

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

### AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium on ..... 20 .....

Mr/Ms.....

(whose signature appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:(Name of Consortium) .....

SIGNED ON BEHALF OF CLOSE CORPORATION: .....  
(PRINT NAME)

IN HIS/HER CAPACITY AS ..... DATE: .....

SIGNATURE OF SIGNATORY: .....

WITNESSES: 1 ..... WITNESS: - 2.....

## G. JOINT VENTURE

If a bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

### AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners on.....20.....

Mr/Ms.....,Mr/Ms.....,

Mr/Ms.....and Mr/Ms.....

(whose signatures appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:(Name of Joint Venture).....

IN HIS/HER CAPACITY AS: .....

SIGNED ON BEHALF OF (COMPANY NAME): .....  
(PRINT NAME)

SIGNATURE : ..... DATE: .....

IN HIS/HER CAPACITY AS:.....

SIGNED ON BEHALF OF (COMPANY NAME): .....  
(PRINT NAME)

SIGNATURE : ..... DATE: .....

IN HIS/HER CAPACITY AS:.....

SIGNED ON BEHALF OF (COMPANY NAME): .....  
(PRINT NAME)

SIGNATURE : ..... DATE: .....

IN HIS/HER CAPACITY AS:.....

SIGNED ON BEHALF OF (COMPANY NAME): .....  
(PRINT NAME)

SIGNATURE : ..... DATE: .....

IN HIS/HER CAPACITY AS:.....



## SECTION H (SBD 8)

### DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
- 4 abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.
- 5 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

#### 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

\_\_\_\_\_  
Company Name

1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between,  
or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a  
horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se*  
prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all  
reasonable steps to prevent abuse of the supply chain management system and authorizes accounting  
officers and accounting authorities to:

- a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's  
supply chain management system and or committed fraud or any other improper conduct in  
relation to such system.
- b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt  
or fraudulent act during the bidding process or the execution of that contract.

4 This SBD 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 (SBD 9) must be  
completed and submitted with the bid:

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

(Bid Number and Description)	
------------------------------	--

(Name of Institution)

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;

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

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

## **SECTION J**

### **SPECIAL CONDITIONS OF CONTRACT**

#### **1. ACCEPTANCE OF BID**

- 1.1 The KwaZulu-Natal Legislature's (KZN Legislature's) Bid Adjudication Committee is under no obligation to accept the lowest or any bid.
- 1.2 The financial standing of bidders and their ability to manufacture or to supply goods or render services may be examined before their bids are considered for acceptance.

#### **2. APPEALS/OBJECTIONS**

- 2.1 Entities aggrieved by a decision of a KZN Legislature Bid Adjudication Committee or a delegate of an accounting officer, may appeal to the Accounting Officer in the prescribed manner by the Supply Chain Management Policy or submit their grievance to the High Court.

#### **3. AMENDMENT OF CONTRACT**

- 3.1 Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties subject to the Legal Services screening the amendment before it is signed.

#### **4. BID PRICING**

Bid prices reflected, will be taken as firm for the duration of the contract and will only be subject to statutory increases.

#### **5. CHANGE OF ADDRESS**

- 5.1 Bidders must advise the KwaZulu-Natal Legislature should their address (*domicilium citandi et executandi*) details change from the time of bidding to the expiry of the contract.

#### **6. COMMUNICATION**

- 6.1 All correspondence with regard to this bid must be addressed or hand delivered to the:

SENIOR MANAGER: SUPPLY CHAIN MANAGEMENT  
KZN LEGISLATURE  
244 LANGALIBALELE STREET  
PIETERMARITZBURG  
3200

#### **7. COMPLETION OF SPECIFICATION**

- 7.1 Where specifications are designed in such a way that responses would be required from bidders, these forms must be completed and submitted as part of the bid document.

#### **8. COMPLETENESS OF BID**

- 8.1. Bids will only be considered if correctly completed and accompanied by all relevant certificates and other necessary applicable information.

#### **9. CONDITIONS OF BID**

- 9.1 The successful Contractor must be in a position to assume duty on the date stipulated in the letter of acceptance
- 9.2 No bid received by telegram, telex, or facsimile will be considered.
- 9.3 It shall be noted that the KZN Legislature is under no obligation to accept the lowest or any bid.
- 9.4 The offer shall be made strictly according to the specification. No alternative offers will be considered.

9.5 Bidders must provide the following particulars about themselves as part of the bid:

- 9.6.1 Where they have their Headquarters
- 9.6.2 Where they have their Regional Office.
- 9.6.3 Name, address and telephone number of bankers together with their bank account number.
- 9.6.4 The names, identity numbers and street addresses of all partners in cases where persons, a partnership, or a firm consists of a partnership.

9.6 In cases where a person or persons, a partnership, close corporation, firm or company enters business for the very first time, the following particulars shall be provided:

- 9.7.1 By whom, or with whose assistance, was the business plan drafted?
- 9.7.2 By whom, or with whose assistance, were the bid prices calculated?
- 9.7.3 Whose advice is relied on?
- 9.7.4 Who will provide financial support?

9.7 A list of references must accompany this bid. Particulars shall be submitted regarding similar agreements completed successfully or of projects which the bidder is engaged in.

9.8 The successful bidder must be prepared to take over contracts gradually as they expire from the existing obligation with the current service provider.

## **10. CONTRACT PERIOD**

10.1 The contract period : **36 MONTHS**

10.2 The KZN LEGISLATURE reserves the right to terminate the contract with any contractor should the contractor fail to fulfil his/her contractual obligations in terms of the contract.

## **11. DETAILS OF CURRENT CONTRACTS HELD BY THE BIDDER**

11.1 The bidder must furnish the following details of all current contracts:

- (i) Date of commencement of contract/s;
- (ii) Expiry date/s;
- (iii) Value per contract; and
- (iv) Contract details. That is, with whom held, phone number and address/s of the company.

## **12. EQUAL BIDS**

12.1 In the event that two or more bids have equal total points, the successful bid will be the one scoring the highest number of preference points for specified goals. Should two or more bids be equal in all respects, the Adjudication shall be decided by the drawing of lots.

## **13. EXECUTION CAPACITY**

13.1 The bidder will be required to provide an efficient and effective service. Therefore, the bidder is required to submit proof that he/she has the required capacity to execute the contract tendered for successfully. The bidder must supply references or state his/her experience as a company to undertake the contract. References of past experience of owners/employees of new entities must accompany the bid document

## **14. EXTENSION OF CONTRACT**

14.1 An extension of contract may be considered. It is the normal policy that contracts are not extended. However, circumstances may arise whereby a contract cannot be renewed in time. If this is found to be the case, the right is reserved to approach existing contractor(s) to extend the contract for such period agreed to.

## **15. IRREGULARITIES**

Companies are encouraged to advise the KZN Legislature timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

## **16. JOINT VENTURES**

- 16.1 In terms of the Supply Chain Management Policy Framework, a consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI members, be entitled to equity ownership in respect of an HDI.
- 16.2 Should this bid be submitted by a joint venture; a certified copy of the joint venture agreement **must** accompany the bid document before the closing date and time of bid. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 16.3 Failure to submit the joint venture Agreement will result in preference points not being allocated to all companies participating in the joint venture.

## **17. LATE BIDS**

- 17.1 Bids are late if they are received at the address indicated in the bid documents after the closing date and time.
- 17.2 A late bid shall not be considered and, where practicable, shall be returned unopened to the bidder. No late bids are accepted.

## **18. NOTIFICATION OF ADJUDICATION OF BIDDER & ADVERTISING OF RESULTS**

Notification of the Adjudication of bid shall be in writing by a duly authorized official of the KZN LEGISLATURE.

## **19. TAX CLEARANCE CERTIFICATE**

- 19.1 a valid Tax Clearance Certificate and pin must be submitted with the bid before the closing date and time of the bid. Failure to submit a valid Tax Clearance Certificate may invalidate your bid (as at the closing date of this bid) unless a valid, original Tax Clearance Certificate is already in the possession of the KZN Legislature's Supply Chain Management Unit. In this regard, a clear reference must be provided e.g. bid number.
- 19.2 Each party to a Joint Venture/Consortium must submit an original valid Tax Clearance Certificate together with the bid at the closing date and time of bid.

## **20. UNSATISFACTORY PERFORMANCE**

- 20.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.
  - (A) Before any action is taken, the KZN Legislature shall warn the contractor by registered/certified mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum). If the contractor does not perform satisfactorily despite the warning the KZN Legislature will:
    - (i) take action in terms of its delegated powers
    - (ii) make a recommendation for cancellation of the contract concerned.

## **21. VALIDITY PERIOD AND EXTENSION THEREOF**

The validity (binding) period for the bid must be **120** days from close of bid. However, circumstances may arise whereby this KZN Legislature may request the bidders to extend the validity (binding) period. Should this occur, the KZN Legislature will request bidders to extend the validity (binding) period under the same terms and conditions as originally tendered for by bidders. This request will be done before the expiry of the original validity (binding) period.

## **22. VAT**

- 22.1 Bid prices must be inclusive of VAT.

22.2 A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:

- (a) The name, address and registration number of the supplier;
- (b) the name and address of the recipient;
- (c) an individual serialized number and the date upon which the tax invoice is issued;
- (d) a description of the goods or services supplied;
- (e) the quantity or volume of the goods or services supplied;
- (f) either –
  - (i) the value of the supply, the amount of tax charged and the consideration for the supply; or
  - (ii) where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

## **23. REQUIREMENTS**

### **REGISTRATION WITH THE STATUTORY BODIES**

- A) The bidder must be registered for Workmens Compensation & UIF.

## **24. SECURITY VETTING:**

Security vetting will be carried out on all personnel involved in the contract.

## **25. Previous Experience**

The Bidder must furnish the following details of all previous contracts.

- (a) Date of commencement of contract/s;
- (b) Expiry date/s;
- (c) Value per contract; and
- (d) Contract details: That is, with whom held, phone number and address/s of the company.

**ANNEXURE “A”**

**BID SPECIFICATION  
Or**

**Terms of Reference**

**And  
Price page/schedule**

**BID NUMBER: KZNL 06/2020**



## **Request for Information (RFI):**

### **ERP System Upgrade or Re-implantation /ERP Software - Request for Information**

#### **Project Purpose**

The purpose of this Request for Information (RFI) is to collect written information about the capabilities of different ERP vendors, to determine and shortlist vendors that will fulfil KZN Legislature ERP requirements. Further processes will only be conducted with the shortlisted vendors. KZN Legislature is not liable for any cost incurred by the vendor in response to this RFI.

RFI responses, questions, and communications related to this project should be addressed to KZN Legislature.

Contact details as shown below:

Nhlakanipho Zulu • KZN Legislature CIO  
244 Langalibalele St, Pietermaritzburg, 3201  
[Zulun@kznleg.gov.za](mailto:Zulun@kznleg.gov.za) Tel: 033 355 7600

## Project Purpose

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**Nhlakanipho Zulu • KZN Legislature CIO**  
244 Langalibalele St, Pietermaritzburg, 3201  
[Zulun@kznleg.gov.za](mailto:Zulun@kznleg.gov.za) Tel: 033 355 7600

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## Introduction

The KZN Legislature, through the Information Technology Department, is issuing this Request for Information (RFI) to gather current market information for an Enterprise Resource Planning (ERP) system to serve as a core business application for, Finance, Asset Management, Human Resources, Project System, Supply Chain Management, Audit Information system, Access Control and Process Control, and Service Management (Incident) other functions typical of such systems. This RFI also requests information on planning the implementation of an ERP system along with data migration from the current ERP system.

## Current Technology

SYSTEM	VERSION
SAP	ECC ERP 6.0 EHP5 Sybase: 15.7.0.063
Netweaver	7.2
Fiori	Ver1
SOLMAN	SAP: SOLUTION MANAGER 7.1 SYBASE: 15.7.0.138
CRM	SAP: CRM 7.0 EHP2 SYBASE: 15.7.0.138
BI	SAP: NW 7.0 EHP3 SYBASE: 15.7.0.009
Operating System	Microsoft Server 2012: The ICT Environment has been upgraded to Microsoft Server 2016 but SAP is still on Server 2012.
Number of sites	One: Pietermaritzburg
SAP Continuity Site	Dube Trade Port: This is our replication site that is running Site Recovery Manager (SRM) ver. 6.5

## Project Objectives

**KZN Legislature is looking for a new software to achieve the following primary goals:**  
**Upgrade or Re-implementation of the ERP System for KwaZulu-Natal Legislature which aims at improving the administration and reporting function of the Legislature and ensuring that the Legislature delivers in accordance with its vision, mission and 5 year strategic plan.**  
**The areas that this document will address includes;**

## ***Modules to be implemented***

- ✓ Accounts Payable
- ✓ Accounts Receivable
- ✓ Management Accounting
- ✓ Budgeting
- ✓ Banking and Cash Management
- ✓ Travel Management
- ✓ Business Intelligence / Report writing
- ✓ General Ledger
- ✓ Payroll
- ✓ Asset Management
- ✓ Supply chain management
- ✓ Human Capital Management
- ✓ Audit Information system, Access Control and Process Control

## **Timeframe for acquiring and implementing new software**

**While there is no specific timeframe which must be adhered to, and no new impending events driving the process, KZN Legislature anticipates that the new ERP software will be decided upon within 90 days of the “responses due” date.**

**Given the size of KZN Legislature, we believe that implementation of the system is expected to fall in the range of 9 to 14 months.**

## **Requirement by Modules - Overview**

**The following pages specify the software requirements at a departmental level, beyond those which are included with most ERP software offerings. Please respond to the requirements by inserting the appropriate “character”, as defined below, in the “Vendor Response” column, and add any supporting comments or documentation you deem relevant, regarding how your software will improve our processes.**

## **1 Response Code**

<b>Response Code</b>	<b>Description</b>
<b>Y</b> – Existing	Feature is delivered as standard functionality in the proposed version
<b>C</b> – Customer	Not Included. Tools are provided for customization at no additional cost.
<b>V</b> – Vendor Customization	Not Included. Vendor provides customization at an additional cost.
<b>N</b> – Not Available	Requirement cannot be met.

## 2 FINANCE

### 2.1 ACCOUNTS PAYABLE

#	Process	Process Description	Detailed Requirement	CODE	Comment
2.1.1	Vendor Master Creation	Create Vendor Master Record	2.1.1.1 Create Vendor Master Data 2.1.1.2 Approve Vendor Master Data 2.1.1.3 Extend the Vendor to the purchasing Organisation. 2.1.1.4 Perform Supplier Questionnaire Inspection. 2.1.1.5 Customer/Vendor/Employee Master Integration (Business Partners)		
2.1.2	Invoice and Credit Memo Posting	Park and Post Invoice	2.1.2.1 Park Invoice 2.1.2.2 Post Invoice 2.1.2.3 Park Credit Memo 2.1.2.4 Post Credit Memo		
2.1.3	Vendor Retention Processing	Post Vendor Retention	2.1.3.1 Park Vendor Retention Invoice 2.1.3.2 Process Vendor Retention		
2.1.4	Down Payments Processing	Down Payments	2.1.4.1 Post Down Payment Request 2.1.4.2 Post outgoing down payments 2.1.4.3 Post Incoming Invoice. 2.1.4.4 Display vendor Line Item List. 2.1.4.5 Post down payment clearing. 2.1.4.6 Execute Payment run.		
2.1.5	Payment Run Processing	Payment Run	2.1.5.1 Execute payment run 2.1.5.2 Execute log file 2.1.5.3 Check payment run exceptions 2.1.5.4 Create Request Template 2.1.5.5 Approve Request / Standing Request 2.1.5.6 Generate Documents		

#	Process	Process Description	Detailed Requirement	CODE	Comment
2.1.6	Tax Postings	Process Tax Postings	2.1.6.1 Prepare tax-relevant data 2.1.6.2 Check and release tax-relevant data 2.1.6.3 Transfer data to authority 2.1.6.4 Check return code		
2.1.7	Bank Transfers	Processing Bank Transfers	2.1.7.1 Import payment advice 2.1.7.2 Create payment lot from electronic account statement or bank file 2.1.7.3 Process payment lot 2.1.7.4 Check status of processed lot		
2.1.8	Payment Authorisation	Perform bank communication and payment authorisation.	2.1.8.1 Initiate payments 2.1.8.2 Create payment collector 2.1.8.3 Batch payments 2.1.8.4 Approve payments 2.1.8.5 Send payment file 2.1.8.6 Receive status messages 2.1.9.1 Update payment status monitor		
2.1.9	Direct Debits	Processing Direct Debits	2.1.9.1 Execute payment run 2.1.9.2 Create payment media 2.1.9.3 Check log files 2.1.9.4 Check payment run exceptions		
2.1.10	Recurring Entries	Processing Recurring Entries	2.1.10.1 Create, Park, Approve Recurring Entry 2.1.10.2 Reverse Recurring Entry		
2.1.11	Payment Rejection	Processing Payment Rejection	2.1.11.1 Create Vendor Debit note 2.1.11.2 Review and Complete Vendor Invoice 2.1.11.3 Block Vendor for payment 2.1.11.4 Block transaction for payment 2.1.11.4 Block vendor Master Record		



## 2.2 ACCOUNTS RECEIVABLE

#	Process	Process Description	Detailed Requirement	CODE	Comment
2.2.1	Customer Master Data	Create and approve customer master record.	2.2.1.1 Create Customer Master Data 2.2.1.2 Approve Customer Master Data 2.2.1.3 Extend the Customer Master to the Sales Organisation. 2.2.1.4 Approve customer 2.2.1.5 Customer/Vendor/Employee Master Integration (Business Partners)		
2.2.2	Staff Debt	Post Staff/Customer Invoice	2.2.2.1 Recover Debt from instalment Plan 2.2.2.2 Park Customer (staff) Invoice – Debt 2.2.2.3 Post Customer (staff) Invoice – Debt 2.2.2.4 Reverse Customer Invoice 2.2.2.5 Print a receipt for cash payment		
2.2.3	Sundry Invoice	Process Sundry Invoices	2.2.3.1 Park Sundry Invoice 2.2.3.2 Post Sundry Invoice 2.2.3.3 Reverse Sundry Invoice Posting		
2.2.4	Customer Payment	Process Customer Payments	2.2.4.1 Park Incoming Payment 2.2.4.2 Post incoming payment 2.2.4.3 Print a receipt for cash payment		
2.2.5	Credit Memo	Process Credit Memos (Credit notes)	2.2.5.1 Park Credit Memo 2.2.5.2 Post credit memo		
2.2.6	Security Deposit	Process Security Deposit	2.2.6.1 Request security deposit 2.2.6.2 Process payment 2.2.6.3 Calculate interest 2.2.6.4 Release deposit 2.2.6.5 Analyse statistics 2.2.6.6 Print a receipt of security deposit		
2.2.7	Bad Debts	Bad Debts processing	2.2.7.1 Classify doubtful receivables		

#	Process	Process Description	Detailed Requirement	CODE	Comment
			2.2.7.2 Adjust value of outstanding receivables 2.2.7.3 Write off outstanding items.		
2.2.8	Accrual Processing	Run Accrual Processing	2.2.8.1 Run manual accruals in the General Ledger		
2.2.9	Dunning	Dun Customers	2.2.9.1 Run dunning program 2.2.9.2 Display customer line item list 2.2.9.3 Run interest calculation program 2.2.9.4 Print/Send Dunning Letters. 2.2.9.5 Perform Interest Run on dunned accounts.		
2.2.10	Down Payments	Process Down Payments/Advance Payments received	2.2.10.1 Post down payment request 2.2.10.2 Post incoming down payment 2.2.10.3 Post outgoing invoice 2.2.10.4 Post down payment clearing 2.2.10.5 Post incoming payment		

## 2.3 GENERAL LEDGER

#	Process	Process Description	Detailed Requirement	CODE	Comments
2.3.1	GL Master Data	GL Master Data Creation	2.3.1.1 Create GL 2.3.1.2 Approve GL Account 2.3.1.3 Update Master Records 2.3.1.4 Maintain OI managed GL Accounts.		
2.3.2	GL Posting	Posting to General Ledger documents	2.3.2.1 Park JV for misallocation 2.3.2.2 Post GL JV for misallocation 2.3.2.3 Post Reversal GL 2.3.2.4 Process GL Interest Calculation		

#	Process	Process Description	Detailed Requirement	CODE	Comments
2.3.3	Clearing	General Ledger Account Clearing	2.3.3.1 Perform GL Manual clearing		
2.3.4	Planning	General Ledger Planning	2.3.4.1 Perform Income Statement Planning 2.3.4.2 Perform Balance Sheet Planning		
2.3.5	Reporting	Produce financial Statement Reports	2.3.5.1 Prepare Income Statement 2.3.5.2 Prepare Statement of financial position. 2.3.5.3 Prepare Cash flow Statement 2.3.5.4 Prepare Statement of Net Assets		
2.3.6	Month end Closing	Month End Closing Activities	2.3.6.1 Open specific periods for closing postings 2.3.6.2 Close posting periods for cost centres 2.3.6.3 Close posting periods for GL Accounts		
2.3.7	Year-end Closing	Year End Closing Activities	2.3.7.1 Open posting periods for new fiscal year 2.3.7.2 Carry forward to new fiscal year 2.3.7.3 Perform physical inventory & post differences 2.3.7.4 Maintain GR / IR clearing account 2.3.7.5 Manually change material price 2.3.7.6 Perform stock valuation 2.3.7.7 Close posting periods for customer & vendor postings 2.3.7.8 Create balance confirmation 2.3.7.9 Perform closing activities for cost centres & inte. orders 2.3.7.10 Perform foreign currency valuation 2.3.7.11 Perform reclassification of receivables / payables		

#	Process	Process Description	Detailed Requirement	CODE	Comments
			2.3.7.12 Perform valuation and correction postings 2.3.7.13 Compare balances of previous & new fiscal year 2.3.7.14 Create financial statements, journals, full audit trail 2.3.7.15 Analyse financial statements		
2.3.8	Reporting	Reports	2.3.8.1 Income Statement 2.3.8.2 Statement of Financial Position 2.3.8.3 Cash flow Statement 2.3.8.4 Balance Sheet and P&L Account in Financial Statement Versions. 2.3.8.5 GL Account Balances (Totals and Balances) 2.3.8.6 Chart of Accounts List/GL Account List		

## **2.4 BANKING AND CASH MANAGEMENT**

#	Process	Process Description	Detailed Requirement	CODE	Comments
2.4.1	Bank Master Data	Create and approve house bank creation	2.4.1.1 Create House Bank 2.4.1.2 Approve House Bank 2.4.1.3 Delete Bank Account (Mark for deletion).		
2.4.2	Bank Statement	Processing of Bank Statements	2.4.2.1 Download Electronic Bank Statement 2.4.2.2 Upload Electronic Bank Statement 2.4.2.3 Upload Bank Statement Manually 2.4.2.4 Process Bank Statement		

#	Process	Process Description	Detailed Requirement	CODE	Comments
			2.4.2.5 Reconcile Manual Payment Advices 2.4.2.6 Analyse Bank Status (Bank Statement Monitor)		
2.4.3	Petty Cash	Petty Cash Processing	2.4.3.1 Petty Cash Replenishment 2.4.3.2 Petty Cash Disbursement 2.4.3.2 Petty Cash Claims 2.4.3.3 Petty Cash Day End 2.4.3.4 Petty Cash Report		
2.4.4	Cash Planning	Reporting on Cash Position and Liquidity Forecasting	2.4.4.1 Display cash position 2.4.4.2 Display Liquidity Forecast 2.4.4.3 Concentrate Cash 2.4.4.4 Make Ad Hoc Payments		

## 2.5 ASSET MANAGEMENT AND LEASE ACCOUNTING

#	Process	Process Description	Detailed Requirement	CODE	Comments
2.5.1	Asset Master	Asset Master Data Maintenance	2.5.1.1 Create asset 2.5.1.2 Change Asset 2.5.1.3 Display Asset 2.5.1.4 Asset Value Display		
2.5.2	Asset Transactions	Process Asset Transactions	2.5.2.1 Capitalise Asset 2.5.2.2 Asset Transfer 2.5.2.3 Asset Sale with Revenue 2.5.2.4 Asset Retirement by scrapping 2.5.2.5 Post Capitalisation 2.5.2.6 Asset Write-ups 2.5.2.7 Asset Acquisition with vendor 2.5.2.8 Asset Acquisition with Off-Setting Entry. 2.5.2.9 Asset Amendment form		

#	Process	Process Description	Detailed Requirement	CODE	Comments
			2.5.2.10 Asset Withdrawal Form 2.5.2.11 Asset Disposal Advise		
2.5.3	Depreciation	Run Depreciation Processes	2.5.3.1 Test Run Depreciation 2.5.3.2 Depreciation Posting Run 2.5.3.3 Depreciation Batch Input editing 2.5.3.4 Load Budget for Depreciation 2.5.3.5 Asset depreciation Budget Report		
2.5.4	Year End	Asset Year end adjustment postings	2.5.4.1 Fiscal Year Change 2.5.4.2 Year end closing in test and actual run. 2.5.4.3 Wear and Tear Schedules. 2.5.4.5 Tax Schedules		
2.5.5	Asset Reports	Reports in Asset Accounting	2.5.5.1 Asset Transaction Reports 2.5.5.2 Asset Depreciation List 2.5.5.3 Asset History Sheets 2.5.5.4 Asset Withdrawal Sheet and Summary 2.5.5.5 Asset Totals per Cost Center/Asset Class etc. 2.5.5.6 Asset Location Change Report 2.5.5.7 Finance Lease Assets Display 2.5.5.8 Asset Lost Register 2.5.5.9 Damages to Vehicles Report 2.5.5.10 Reconciliation Report (Balance, additions, disposals, Totals etc).		

#	Process	Process Description	Detailed Requirement	CODE	Comments
			2.5.5.11 Asset Verification Report (Asset count Report).		
2.5.6	Lease Accounting	Lease Accounting Processes	2.5.6.1 Finance leases for cell-phones from service providers (MTN etc). 2.5.6.2 Lease Determination of Value ID's 2.5.6.3 Classification of Leases (Capital & Operational lease) 2.5.6.4 Reports displaying planned accrual and posted accrual 2.5.6.5 Report showing lease contract start date and end day. 2.5.6.6 Contract expiry notification.		

## 2.6 TRAVEL MANAGEMENT

#	Process	Process Description	Detailed Requirement	CODE	Comments
2.6.1	Travel Management	Travel Request	2.6.1.1 Complete and Submit Travel Request to Supervisor 2.6.1.2 Approve Travel Request 2.6.1.3 Reject Travel Request 2.6.1.4 Transfer advance payment to employee/members bank account (International Travel only)		
2.6.2	Travel Management	Capturing Claim	2.6.2.1 Capture date and time 2.6.2.2 Capture reason and destination 2.6.2.3 Capture receipts with toll fees, parking, meals, gautrain, metered tax, private accommodation and incidental expenses. (Finance team) 2.6.2.4 Capture invoice from Travel Agents into SAP.		
2.6.3	Travel Management	Travel Expenses	2.6.3.1 Check Travel expenses report and original documents and receipts. 2.6.3.2 Approve travel expenses 2.6.3.2 Post and Settle Trips 2.6.3.3 Payment of reimbursement to the employee 2.6.3.4 Payment of the re-imbursement to the legislature. (AR) 2.6.3.5 Automatically send travel expense statement to the traveller (proof of		



#	Process	Process Description	Detailed Requirement	CODE	Comments
			payment/remittance advice)		
2.6.4	Travel Management	Automatic Postings	2.6.4.1 Post to Financial Accounting 2.6.4.2 Post to Payroll 2.6.4.3 Post to controlling.		

## 2.7 MANAGEMENT ACCOUNTING

#	Process	Process Description	Detailed Requirement	CODE	Comments
2.7.1	Master Data	Cost Centre	2.7.1.1 Create cost centre 2.7.1.2 Edit/display Cost Centre 2.7.1.3 Delete Cost Centre 2.7.1.4 Create/Display/Change Cost Centre Hierarchy		
2.7.2	Master Data	Cost Element	2.7.2.1 Create and edit cost or revenue element 2.7.2.2 Display cost or revenue element 2.7.2.3 Delete or mark for deletion cost or revenue element 2.7.2.4 Create/Display/Change Cost Element Groups		
2.7.3	Master Data	Internal Order	2.7.3.1 Create and edit internal order 2.7.3.2 Display Internal Order 2.7.3.3 Delete or mark for deletion internal order 2.7.3.4 Create/Display/Change Internal Order Groupings		
2.7.4	Master Data	Activity Type	2.7.4.1 Create and edit activity type 2.7.4.2 Create and edit resource 2.7.4.3 Create and edit master data groups and hierarchy		

#	Process	Process Description	Detailed Requirement	CODE	Comments
2.7.5	Cost Allocation	Overhead Costing	2.7.5.1 Define assessment and distribution 2.6.5.2 Perform Assessment and Distribution.		
2.7.6	Cost Allocation	Cost Distribution	2.7.6.1 Execute assessment and distribution for overhead costs 2.7.6.2 Perform manual postings and corrections 2.7.6.3 Calculate overhead for actual costs and update commitment. 2.7.6.4 Calculate interest, result, and accrual on internal orders 2.7.6.5 Settle costs and revenues on internal orders to receivers 2.7.6.6 Calculate variances on cost centres 2.7.6.7 Analyse overhead costs.		
2.7.7	Planning	Cost Planning	2.7.7.1 Plan primary costs on cost centres and internal orders 2.7.7.2 Plan prices of activity types 2.7.7.3 Assign planned quantities on activity types 2.7.7.4 Calculate planned assessments and distributions. 2.7.7.5 Copy Planned data to Funds Management.		
2.7.8	Planning	Budget Planning	2.7.8.1 Create & change budget for intel orders & enable AVC. 2.7.8.2 Assign quantities of activity types to receivers.		
2.7.9	Planning	Revenue Planning	2.7.9.1 Plan revenues, and balances 2.7.9.2 Transfer plan data from other modules.		

#	Process	Process Description	Detailed Requirement	CODE	Comments
2.7.10	Reporting	Reporting	2.7.10.1 Cost Centres: Actual and Plan Variance 2.7.10.2 Cost CENTER Line Items		

## 2.8 FUNDS MANAGEMENT

#	Process	Process Description	Detailed Requirement	CODE	Comments
2.8.1	Master Data	Funds	2.8.1.1 Create Fund 2.8.1.2 Edit/display Fund 2.8.1.3 Delete/Mark for deletion Fund 2.8.1.4 Create/Display/Change Funds Hierarchy		
2.8.2	Master Data	Commitment Item	2.8.2.1 Create commitment Item 2.8.2.2 Display/Change commitment item 2.8.2.3 Delete/Mark for deletion commitment item 2.8.2.4 Create/Display/Change Commitment Item Hierarchy		
2.8.3	Master Data	Funds Centre	2.8.3.1 Create Funds Centre 2.8.3.2 Display Funds Centre 2.8.3.3 Delete/ mark for deletion funds centre 2.8.3.4 Create/Display/Change Funds Centre Hierarchy		
2.8.4	Master Data	Functional Area	2.8.4.1 Create functional area 2.8.4.2 Edit Functional Area 2.8.4.3 Delete/Mark for deletion functional area 2.8.4.4 Create/Display/Change Functional Area Hierarchy		
2.8.5	Master Data	Funded Program	2.8.5.1 Create Funded Program		

#	Process	Process Description	Detailed Requirement	CODE	Comments
			2.8.5.2 Edit/Delete Funded Program 2.8.5.3 Display Funded Program 2.8.5.4 Create Funded Program Hierarchy		
2.8.6	Master Data	Derivation of Account Assignments	2.8.6.1 Account Assignment Derivations		
2.8.7	Budgeting	Budgeting	2.8.7.1 Create Budget Within the Budget Workbench 2.8.7.2 Budget Supplement 2.8.7.3 Budget Return 2.8.7.4 Budget Transfer 2.8.7.5 Copy plan from CO to Funds Management.		
2..8.8	Closing	Closing Processes	2.8.8.1 Open Budget Posting Period. 2.8.8.2 Close Commitments 2.8.8.3 Carry forward Commitments		
2.8.9	Reports	Reporting Funds Management	2.8.9.1 List of Funds Centres 2.8.9.2 List of Funds 2.8.9.3 List of Funded Programs 2.8.9.4 FMDERIVE Assignment – Where used List 2.8.9.5 Budget Overview 2.8.9.6 Comparison of Budget Versions 2.8.9.7 Overview of Budget Consumption 2.8.9.8 Commitment and Actual Total List 2.8.9.9 Display Budget Entry Documents 2.8.9.10 Commitment and Actual Line Item List for All Postings 2.8.9.11 Commitment and Actual with Budget Total Records		

#	Process	Process Description	Detailed Requirement	CODE	Comments
			2.8.9.12 Commitment and Actual Line Items with Budget 2.8.9.13 Compare within FM between Line Items and Total Records 2.8.9.14 Reconciliation of Purchase Requisition with Funds Management 2.8.9.15 Reconciliation of Purchase Order with Funds Management 2.8.9.16 List of Funds		

## 2.9 PAYROLL

#	Process	Process Description	Detailed Requirement	CODE	Comments
2.9.1	Payroll	Master data	2.9.1.1 Create employee payroll master data 2.9.1.2 Edit/change employee payroll master data 2.9.1.3 Delete employee payroll master data 2.9.1.4 Display employee payroll master data 2.9.1.5 Create Third party master data 2.9.1.6 Edit/change Third party master 2.9.1.7 Delete Third party master data 2.9.1.8 Display Third party master data 2.9.1.9 Mass upload of third party master changes.		
2.9.2	Payroll	Payroll payment file	2.9.2.1 Execute Test payroll 2.9.2.2 Verify Payslips 2.9.2.3 Verify Payroll Results 2.9.2.4 Open payroll periods and status 2.9.2.5 Generate Live Payroll 2.9.2.6 Approve Live Payroll (Workflow). 2.9.2.7 Generate a test bank file 2.9.2.8 Verify results		

#	Process	Process Description	Detailed Requirement	CODE	Comments
			2.9.2.9 Generate a live bank File and workflow to finance. 2.9.2.10 Generate Test posting to Finance 2.9.2.11 Verify Results 2.9.2.12 Generate Live Postings Results and notify finance. 2.9.2.13 Close Payroll Periods 2.9.2.14 Upload Payslip to ESS 2.9.2.15 Print/Issue Payslips to Employees		
2.9.3	Payroll	Payroll reconciliation	2.9.3.1 Generate reports to send to third parties 2.9.3.2 Submit Journals to finance. 2.9.3.3 Tax Year End. 2.9.3.4 EMP201 (Monthly).		
2.9.4	Payroll	IRP5	2.9.4.1 Generate IRP5 Test File 2.9.4.2 Verify results 2.9.4.3 Generate Live IRP5 File 2.9.4.4 Upload IRP5 file into Easy File 2.9.4.5 Upload IRP5 Certificates to ESS 2.9.4.6 Print/Issue IRP5 Certificates to Employees		
2.9.5	Payroll	Reports	2.9.5.1 Exception Reports. 2.9.5.2 Headcount 2.9.5.3 Salary Payment Reports per salary band 2.9.5.4 Expenditure Reports 2.9.5.5 Deduction Reports 2.9.5.6 Third part payment reports 2.9.5.7 Exception Reports with variances 2.9.5.8 Political Office Bearers Pension Fund Report.		

### 3 SUPPLY CHAIN MANAGEMENT

#### 3.1 Materials Management

	Process	Process Description	Detailed Requirement	COD E	Comments
3.1.1	Materials Management	Maintain material master data	3.1.1.1 Create Material 3.1.1.2 Change Material		

	Process	Process Description	Detailed Requirement	COD E	Comments
	(Supply Chain Management )		3.1.1.3 Schedule Creation of Material 3.1.1.4 Schedule Changing of Material 3.1.1.5 Activate Planned Changes		
3.1.2	Materials Management (Supply Chain Management )	Administer material master records	3.1.2.1 Display Material 3.1.2.2 Display Material Change Documents 3.1.2.3 Flag Material for Deletion 3.1.2.4 Display Planned Changes 3.1.2.5 Schedule Material for Deletion 3.1.2.6 Display Material & at Key Date 3.1.2.7 List Extendable Materials		
3.1.3	Materials Management (Supply Chain Management )	Maintain Info Record master data	3.1.3.1 Create Purchasing Info Record 3.1.3.2 Change Purchasing Info Record 3.1.3.3 Display Purchasing Info Record 3.1.3.4 Flag Purch. Info Rec. for Deletion		
3.1.4	Materials Management (Supply Chain Management )	Administrator vendor master data	3.1.4.1 Vendor Evaluation in the Background 3.1.4.2 Block Vendor (Purchasing) 3.1.4.3 Mark vendor for deletion (purch.) 3.1.4.4 Change vendor (Purchasing) 3.1.4.5 Planned vendor change (Purchasing) 3.1.4.6 Display vendor (purchasing) 3.1.4.7 Block Vendor (Centrally) 3.1.4.8 Mark vendor for deletion (centrally) 3.1.4.9 Change vendor account group 3.1.4.10 Create Vendor categorisation (Industry, location, taxonomy)		

	Process	Process Description	Detailed Requirement	COD E	Comments
3.1.7	Materials Management (Supply Chain Management )	Create service master data	3.1.7.1 Service Master 3.1.7.2 List Display: Service Master 3.1.7.3 Class Hierarchy with Services		
3.1.8	Materials Management (Supply Chain Management )	Maintain master data to evaluate vendor performance	3.1.8.1 Maintain Vendor Evaluation 3.1.8.2 Display Vendor Evaluation 3.1.8.3 Evaluation of Automatic Sub-criteria 3.1.8.4 Evaluation Comparison 3.1.8.5 Changes to Vendor Evaluation		
3.1.9	Materials Management (Supply Chain Management )	Maintain vendor master data	3.1.9.1 Create vendor (Purchasing) 3.1.9.2 Display vendor (Purchasing) 3.1.9.3 Change Vendor (Purchasing) 3.1.9.4 Create Vendor (Centrally) 3.1.9.5 Display vendor (centrally) 3.1.9.6 Vendor Changes (Centrally)		
3.1.10	Materials Management (Supply Chain Management )	Service Master Data	3.1.10.1 Service Master		
3.1.11	Materials Management (Supply Chain Management )	Goods Issue Processing	3.1.11.1 Goods Withdrawal 3.1.11.2 Transfer Posting 3.1.11.3 Display Reservation 3.1.11.4 Reservation List 3.1.11.5 Picking list 3.1.11.6 Management Program: Reservations 3.1.11.7 Goods Movement 3.1.11.8 Transfer Posting 3.1.11.9 Change Material Document 3.1.11.10 Display Material Document		



	Process	Process Description	Detailed Requirement	COD E	Comments
			3.1.11.11 List of Stock Values: Balances 3.1.11.12 Batch Input: Post Material Document 3.1.11.13 Return Delivery for Matl Document 3.1.11.14 Cancel Material Document 3.1.11.15 Place in Stor.for Mat.Doc: Init.Scrn 3.1.11.16 Automatic MRP stock adjustment (Based on quantity utilization history) 3.1.11.17 Notification for existing commitments		
3.1.12	Materials Management (Supply Chain Management )	Goods Receipt Processing	3.1.12.1 Other Goods Receipts		
3.1.13	Materials Management (Supply Chain Management )	Process Material Document output	3.1.13.1 Output Processing for Mat. Documents 3.1.13.2 Message Processing: Service Entry		
3.1.14	Materials Management (Supply Chain Management )	List display of material documents	3.1.14.1 Material Doc. List 3.1.14.2 Material Documents: Read Archive 3.1.14.3 Displ. Material Docs. by Mvt. Reason 3.1.14.4 Display Cancelled Material Docs. 3.1.14.5 Services per Purchase Order 3.1.14.6 List of Service Entry Sheets 3.1.14.7 Material Line Items 3.1.14.8 Service List for Entry Sheet		
3.1.15	Materials Management (Supply Chain Management )	Administration of reservations	3.1.15.1 Create Reservation 3.1.15.2 Change Reservation 3.1.15.3 Display Reservation		

	Process	Process Description	Detailed Requirement	COD E	Comments
3.1.16	Materials Management (Supply Chain Management)	Execute query for stock items	3.1.16.1 Availability Overview 3.1.16.2 List of Warehouse Stocks on Hand 3.1.16.3 Display Plant Stock Availability 3.1.16.4 Display List of GR/IR Balances 3.1.16.5 Display valuated special stock 3.1.16.6 Stocks at Subcontractor 3.1.16.7 Display Cancelled Material Docs. 3.1.16.8 Display Stock/Requirements Situation 3.1.16.9 Stock Overview		
3.1.17	Materials Management (Supply Chain Management)	Reservations	3.1.17.1 Display Cost Center 3.1.17.2 Display Material Document 3.1.17.3 Create Reservation 3.1.17.4 Change Reservation 3.1.17.5 Display Reservation 3.1.17.6 Reservation List 3.1.17.7 List of Warehouse Stocks on Hand 3.1.17.8 Display Material 3.1.17.9 Stock Overview.		
3.1.18	Materials Management (Supply Chain Management)	Goods Movement	3.1.18.1 Post Goods Receipt for PO 3.1.18.2 Subsequ.Adj.of "Mat.Provided"Consumption 3.1.18.3 Goods Withdrawal 3.1.18.4 Transfer Posting 3.1.18.5 Other Goods Receipts 3.1.18.6 Picking list 3.1.18.7 Output Processing for Mat. Documents 3.1.18.8 Cancel Material Document 3.1.18.9 Place in Stor.for Mat.Doc: Init.Scrn 3.1.18.10 MRP Run 3.1.18.11 MRP-Individual Planning-Single Level		

	Process	Process Description	Detailed Requirement	COD E	Comments
			3.1.18.12 MRP Run In Batch 3.1.18.13 SC Stock Monitoring (Vendor) 3.1.18.14 Goods Movement 3.1.18.15 Service Entry Sheet 3.1.18.16 Collective Release of Entry Sheets		
3.1.19	Materials Management (Supply Chain Management)	Reservations Release	3.1.19.1 Change Reservation 3.1.19.2 Display Reservation 3.1.19.3 Business Workplace		
3.1.20	Materials Management (Supply Chain Management)	Service Entry	3.1.20.1 Services per Purchase Order 3.1.20.2 Ordering: Assigned Requisitions 3.1.20.3 Service Entry Sheet 3.1.20.4 Message Processing: Service Entry 3.1.20.5 List of Service Entry Sheets 3.1.20.6 Collective Release of Entry Sheets 3.1.20.7 Import Service Data 3.1.20.8 Export Service Data 3.1.20.9 Create Message: Service Entry Sheet 3.1.20.10 Change Message: Service Entry Sheet 3.1.20.11 Display Message: Service Entry Sheet 3.1.20.12 Service List for Entry Sheet 3.1.20.13 Print in BATCH Mode		
3.1.21	Materials Management (Supply Chain Management)	Purchasing Manager	3.1.21.1 PURCHIS: Vendor PurchVal Selection 3.1.21.2 PURCHIS: Material PurchVal Selection 3.1.21.3 PURCHIS: PurchGrp Analysis Selection 3.1.21.4 PURCHIS:Long-Term Plg Mat. Analysis 3.1.21.5 Display Planned Order		

	Process	Process Description	Detailed Requirement	COD E	Comments
			3.1.21.6 Collective Display of Planned Orders 3.1.21.7 Purch. Orders by Account Assignment 3.1.21.8 Purchase Orders by Vendor 3.1.21.9 Purchase Orders by Material 3.1.21.10 Goods Receipt Forecast 3.1.21.11 Purchase Orders for Supplying Plant 3.1.21.12 Release Contract 3.1.21.13 RFQs by RFQ Number 3.1.21.14 Requisitions by Account Assignment 3.1.21.15 Evaluation Comparison 3.1.21.16 Evaluation Lists 3.1.21.17 Display Vendor Evaln. for Material 3.1.21.18 Vendors Without Evaluation 3.1.21.19 Vendors Not Evaluated Since... 3.1.21.20 Evaluation Records Without Weighting 3.1.21.21 Print 3.1.21.22 Standard Analysis: Vendor Evaluation 3.1.21.23 General Analyses (A, L and Key) 3.1.21.24 Analysis of Order Values		
3.1.2 2	Materials Management (Supply Chain Management )	Execute physical inventory closing procedures	3.1.22.1 Stock Overview 3.1.22.2 Close Periods 3.1.22.3 Allow Posting to Previous Period 3.1.22.4 Enter Storage Locations Collectively		
3.1.2 3	Materials Management (Supply Chain Management )	Process physical inventory count results	3.1.23.1 Enter Inventory Count with Document 3.1.23.2 Change Inventory Count 3.1.23.3 Display Inventory Count		

	Process	Process Description	Detailed Requirement	COD E	Comments
			3.1.23.4 Enter Inventory Count w/o Document 3.1.23.5 create inventory count exception reason		
3.1.24	Materials Management (Supply Chain Management)	Processing Physical inventory documents	3.1.24.1 Create Physical Inventory Document 3.1.24.2 Change Physical Inventory Document 3.1.24.3 Display Physical Inventory Document 3.1.24.4 Recount Physical Inventory Document		
3.1.25	Materials Management (Supply Chain Management)	Execute special procedures for inventory count - sampling	3.1.25.1 Create Sample-Based Phys. Inv. - ERP 3.1.25.2 Change Inventory Sampling 3.1.25.3 Display Inventory Sampling 3.1.25.4 Create Inventory Sampling - Other		
3.1.26	Materials Management (Supply Chain Management)	Process physical inventory sessions	3.1.26.1 Batch Input: Create Phys. Inv. Doc. 3.1.26.2 Batch Input: Block Material 3.1.26.3 Batch Input: Freeze Book Inv. Balance 3.1.26.4 Batch Input: Enter Count 3.1.26.5 Batch Input: Post Zero Stock Balance 3.1.26.6 Batch Input: Post Differences 3.1.26.7 Batch Input: Count and Differences 3.1.26.8 Batch Input: Document and Count 3.1.26.9 Batch Input: Doc., Count and Diff. 3.1.26.10 Transfer PDC Physical Inventory Data		
3.1.27	Materials Management (Supply Chain Management)	Print inventory documents	3.1.23.1 Print physical inventory document		
3.1.28	Materials Management	Store Manager	3.1.28.1 Change Material Serial Number		

	Process	Process Description	Detailed Requirement	COD E	Comments
	(Supply Chain Management )		3.1.28.2 Display Material Serial Number 3.1.28.3 Display Material Document 3.1.28.4 Other Goods Receipts 3.1.28.5 Material Doc. List 3.1.28.6 Create Physical Inventory Document 3.1.28.7 Change Physical Inventory Document 3.1.28.8 Display Physical Inventory Document 3.1.28.9 Enter Inventory Count with Document 3.1.28.10 Change Inventory Count 3.1.28.11 Display Inventory Count 3.1.28.12 Process List of Differences 3.1.28.13 Create List of Differences with Doc. 3.1.28.14 Enter Inventory Count w/o Document 3.1.28.15 Create List of Differences w/o Doc. 3.1.28.16 Recount Physical Inventory Document 3.1.28.17 Display changes 3.1.28.18 Print List of Differences 3.1.28.19 Print physical inventory document 3.1.28.20 Display Phys. Inv. Docs. f. Material 3.1.28.21 Disp. Phys. Inv. Data for Material 3.1.28.22 Physical Inventory List 3.1.28.23 ABC Analysis for Cycle Counting 3.1.28.24 Btch Inpt:Ph.Inv.Docs.for Cycle Ctnng 3.1.28.25 hysical Inventory Overview		

	Process	Process Description	Detailed Requirement	COD E	Comments
			3.1.28.26 Batch Input: Phys.Inv.Doc. Sales Ord 3.1.28.27 Batch Input: Ph.Inv.Doc.Vendor Cons. 3.1.28.28 Batch Input: Create Ph.Inv.Docs RTP 3.1.28.29 Batch Input: Ph.Inv.Doc.:Stck w.Subc 3.1.28.30 Batch Input: PhInvDoc. Project Stock 3.1.28.31 Create Sample-Based Phys. Inv. - ERP 3.1.28.32 Change Inventory Sampling 3.1.28.33 Display Inventory Sampling 3.1.28.34 Create Inventory Sampling - Other 3.1.28.35 Batch I.:PhInDoc f.Ret.Pack.at Cust. 3.1.28.36 Batch I.;PhInDoc f. Consigt at Cust. 3.1.28.37 Display Material & 3.1.28.38 Stock Overview 3.1.28.39 Price Change		
3.1.29	Materials Management (Supply Chain Management )	Processing of Purchase Orders	3.1.29.1 Create Purchase Order 3.1.29.2 Change Purchase Order 3.1.29.3 Display Purchase Order 3.1.29.4 Maintain Purchase Order Supplement 3.1.29.5 Create PO with Source Determination 3.1.29.6 Assign Source to Purch. Requisition 3.1.29.7 Assign and Process Requisitions 3.1.29.8 Ordering: Assigned Requisitions 3.1.29.9 Automatic Generation of POs 3.1.29.10 Monitor Order Acknowledgment		
3.1.30	Materials Management (Supply	Release code for purchase order review and approval	3.1.30.1 Release Purchase Order		

	Process	Process Description	Detailed Requirement	COD E	Comments
	Chain Management )				
3.1.3 1	Materials Management (Supply Chain Management )	Analysis of purchasing info records	3.1.31.1 Archived Purchasing Info Records 3.1.31.2 Quotation Price History 3.1.31.3 Info Records per Vendor 3.1.31.4 Info Records per Material 3.1.31.5 Purchase Order Price History 3.1.31.6 Info Records per Material Group		
3.1.3 2	Materials Management (Supply Chain Management )	Maintain model service specifications	3.1.32.1 Create Model Service Specifications 3.1.32.2 Change Model Service Specifications 3.1.32.3 Display Model Service Specifications 3.1.32.4 List of Model Service Specifications		
3.1.3 3	Materials Management (Supply Chain Management )	Generate external messages for Outline Agreements	3.1.33.1 Sch. Agmt. Schedules: Urging/Remind. 3.1.33.2 Monitor Order Acknowledgment 3.1.33.4 Message Output: Sch. Agmt. Schedules 3.1.33.5 Message Output: Contracts 3.1.33.6 Message Output: Sched. Agreements		
3.1.3 4	Materials Management (Supply Chain Management )	Generate Contracts list displays	3.1.34.1 Outl. Agreements per Requirement No. 3.1.34.2 Outline Agreements by Material Group 3.1.34.3 Outline Agreements per Project 3.1.34.4 Outl. Agreements by Acct. Assignment 3.1.34.5 Outline Agreements per Vendor 3.1.34.6 Outline Agreements by Material 3.1.34.7 Outline Agreements by Agreement No.		



	Process	Process Description	Detailed Requirement	COD E	Comments
			3.1.34.8 Service List for Contract 3.1.34.9 Purch. Transactions by Tracking No.		
3.1.35	Materials Management (Supply Chain Management)	Process Value and Quantity Contracts	3.1.35.1 Create Contract 3.1.35.2 Display Contract 3.1.35.3 Mark Contract for Deletion 3.1.35.4 Report for Contract utilization		
3.1.36	Materials Management (Supply Chain Management)	releasing of contract	3.1.36.1 Release Contract 3.1.36.2 Release Scheduling Agreement		
3.1.37	Materials Management (Supply Chain Management)	Administer schedule agreements	3.1.37.1 Aggregate Vendor Confirmations 3.1.37.2 Renumber Schedule Lines 3.1.37.3 Aggregate Schedule Lines 3.1.37.4 Summarize PO History 3.1.37.5 Set Agr. Cum. Qty./Reconcil. Date		
3.1.38	Materials Management (Supply Chain Management)	Processing of delivery schedules	3.1.38.1 Maintain Sched. Agreement Schedule 3.1.38.2 Display Sched. Agmt. Schedule (TEST)		
3.1.39	Materials Management (Supply Chain Management)	Process schedule agreements	3.1.39.1 Create Scheduling Agreement 3.1.39.2 Change Scheduling Agreement 3.1.39.3 Display Scheduling Agreement 3.1.39.4 Maintain Sched. Agreement Supplement 3.1.39.5 Create Transport Scheduling Agmt. 3.1.39.6 Maintain Sched. Agreement Schedule 3.1.39.7 Mass Changing of Sched. Agreements		

	Process	Process Description	Detailed Requirement	COD E	Comments
3.1.40	Materials Management (Supply Chain Management)	Generate purchase requisition list displays and reports	3.1.40.1 Purchase Requisitions: List Display 3.1.40.2 Purchase Requisitions for Project 3.1.40.3 Requisitions by Account Assignment 3.1.40.4 Archived Purchase Requisitions 3.1.40.5 Resubmission of Purchase Requisitions 3.1.40.6 Service List for Requisition 3.1.40.7 Top Ten vendors (BI) 3.1.40.8 purchase requisitions without PO (BI) 3.1.40.9 Purchase orders without invoices (BI)		
3.1.41	Materials Management (Supply Chain Management)	Generate RFQ/Quotation list displays	3.1.41.1 RFQs by Requirement Tracking Number 3.1.41.2 RFQs by Material Group 3.1.41.3 RFQs by Vendor 3.1.41.4 RFQs by Material 3.1.41.5 RFQs by RFQ Number 3.1.41.6 RFQs by Collective Number 3.1.41.7 Service List for RFQ		
3.1.42	Materials Management (Supply Chain Management)	Processing quotation	3.1.42.1 Create Quotation 3.1.42.2 Display Quotation 3.1.42.3 Price Comparison List		
3.1.43	Materials Management (Supply Chain Management)	Generate external messages for RFQs/Quotations	3.1.43.1 Urge Submission of Quotations 3.1.43.2 Message Output: RFQs		
3.1.44	Materials Management (Supply Chain Management)	Generate RFQ? Quotation reports	3.1.44.1 General Analyses (A)		

	Process	Process Description	Detailed Requirement	COD E	Comments
	Management )				
3.1.45	Materials Management (Supply Chain Management )	Contract Administrator	3.1.45.1 Create Contract 3.1.45.2 Change Contract 3.1.45.3 Display Contract 3.1.45.4 Maintain Contract Supplement 3.1.45.5 Release Contract		
3.1.46	Materials Management (Supply Chain Management )	Contract List	3.1.46.1 Outl. Agreements per Requirement No. 3.1.46.2 Outline Agreements by Material Group 3.1.46.3 Outl. Agreements by Acct. Assignment 3.1.46.4 Outline Agreements per Vendor 3.1.46.5 Outline Agreements by Material 3.1.46.6 Outline Agreements by Agreement No. 3.1.46.7 Service List for Contract		
3.1.47	Materials Management (Supply Chain Management )	Create Purchase Order	3.1.47.1 Create Purchase Order 3.1.47.2 Change Purchase Order 3.1.47.3 Display Purchase Order 3.1.47.4 Maintain Purchase Order Supplement 3.1.47.5 Create PO with Source Determination 3.1.47.6 Assign Source to Purch. Requisition 3.1.47.7 Assign and Process Requisitions 3.1.47.8 Ordering: Assigned Requisitions 3.1.47.9 Automatic Generation of POs		
3.1.48	Materials Management (Supply Chain Management )	Release Purchase Order	3.1.48.1 Display Purchase Order 3.1.48.2 Release purchase order		
3.1.49	Materials Management	Create Purchase Requisition	3.1.49.1 Display Connect. Object		

	Process	Process Description	Detailed Requirement	COD E	Comments
	(Supply Chain Management )		3.1.49.2 Create Purchase Requisition 3.1.49.3 Change Purchase Requisition 3.1.49.4 Display Purchase Requisition 3.1.49.5 Requisitions by Account Assignment 3.1.49.6 Purch. Transactions by Tracking No. 3.1.49.7 Display Material &		
3.1.50	Materials Management (Supply Chain Management )	Request For Quotations	3.1.50.1 Create Request For Quotation 3.1.50.2 Change Request For Quotation 3.1.50.3 Display Request For Quotation 3.1.50.4 Maintain RFQ Supplement		
3.1.51	Materials Management (Supply Chain Management )	Request for Quotation lists	3.1.51.1 RFQs by Requirement Tracking Number 3.1.51.2 RFQs by Material Group 3.1.51.3 RFQs by Vendor 3.1.51.4 RFQs by Material 3.1.51.5 RFQs by RFQ Number 3.1.51.6 RFQs by Collective Number 3.1.51.7 Service List for RFQ		
3.1.52	Materials Management (Supply Chain Management )	Lists of Purchase Requisitions	3.1.52.1 Purchase Requisitions: List Display 3.1.52.2 Purchase Requisitions for Project 3.1.52.3 Requisitions by Account Assignment 3.1.52.4 Resubmission of Purch. Requisitions 3.1.52.5 Service List for Requisition		
3.1.53	Materials Management (Supply Chain Management )	Vendor maintenance	3.1.53.1 Block Vendor (Purchasing) 3.1.53.2 Vendor for deletion (purch.)		

#### 4 PROJECT SYSTEMS

#	Process	Process Description	Detailed Requirement	COD E	Comments
4.1.1	Master Data	Projects Master Data	4.1.1.1 Create, edit and delete a project 4.1.1.2 Create project from project template 4.1.1.3 Define project structure 4.1.1.4 Set up project schedule 4.1.1.5 Create and assign documents 4.1.1.6 Export project 4.1.1.7 Create initial project version 4.1.1.8 Release project 4.1.1.9 Create project notifications		
4.1.2	Planning	Cost Estimate	4.1.2.1 Carry out Rough Cost Estimate for WBS Element 4.1.2.2 Carry out Detailed Cost Estimate on Network.		
4.1.3	Budgeting	Budgeting	4.1.3.1 Assign Budget 4.1.3.2 Collect Actual Costs		
4.1.4	Project Execution	Project Execution	4.1.4.1 Analyse Project Costs 4.1.4.2 Perform unit costing 4.1.4.3 Post activity confirmation to order/project 4.1.4.4 Perform result analysis 4.1.4.5 Settle order/project 4.1.4.6 Evaluate project status 4.1.4.7 Simulate alternative processes in projects 4.1.4.8 Complete and close project 4.1.4.9 Deviation Form for Approval to HoD.		
4.1.5	Project Reporting	Project Reporting	4.1.5.1 Project Progress (Status) Report Ad Hoc. 4.1.5.2 Project Deviation Report. 4.1.5.3 Overview of Project Definition 4.1.5.4 Overview of WBS Elements 4.1.5.5 Structure Overview 4.1.5.6 Overview of Milestones 4.1.5.7 Components Overview 4.1.5.8 Purchase requisitions for Project 4.1.5.9 Purchase Orders for Project 4.1.5.10 Project Oriented Procurement 4.1.5.11 Display change documents 4.1.5.12 Actual Costs for Each Month (Current Fiscal Year) 4.1.5.13 Planned Costs for Each Month (Current Fiscal Year) 4.1.5.14 Commitments for Each Month (Current Fiscal Year) 4.1.5.15 Plan/Actual/Variance 4.1.5.16 Plan/Actual/Commitment/Rem.Plan/Assigned		

#	Process	Process Description	Detailed Requirement	COD E	Comments
			4.1.5.17 Plan1/Plan2/Act/Commitment 4.1.5.18 Commitment Detail 4.1.5.19 Actual/Commitment/Total/Plan 4.1.5.20 Budget/Actual/Variance 4.1.5.21 Budget/Actual/Commitment/Rem Plan/Assigned 4.1.5.22 Budget Updates		

## 5 HUMAN CAPITAL MANAGEMENT

### 5.1 Organisational Management

#	Process	Process Description	Detailed Requirement	CODE	Comments
5.1.1	Master data	Org Structure	5.1.1.1 Create Org Structure 5.1.1.2 edit Org Structure 5.1.1.3 Approve Org Structure 5.1.1.4 Display Org structure 5.1.1.5 Create and edit Org Unit 5.1.1.6 Approve Org Unit 5.1.1.7 Display Org Unit 5.1.1.8 Create Positon 5.1.1.9 Edit position 5.1.1.10 Delete position 5.1.1.11 Approve Position 5.1.1.12 Create/Maintain Cost Centre		
5.1.2	Reporting	Report Organisational Management	5.1.2.1 Organisational Structure with existing employees 5.1.2.2 Organisational Structure with positions 5.1.2.3 Reporting Structure (occupied positions and vacant positions) 5.1.2.4 List if Existing Org Units 5.1.2.5 Existing Job description 5.1.2.6 Obsolete/Redundant Positions (requires appropriate closure) 5.1.2.7 Period when Positions are vacant 5.1.2.8 Occupied Positions		

#	Process	Process Description	Detailed Requirement	CODE	Comments
			5.1.2.9 List of positions and Salary level		

## 5.2 Recruitment

#	Process	Process Description	Detailed Requirement	CODE	Comments
5.2.1	Recruitment	Internal Recruitment	5.2.1.1 Complete Requisition and Advertise position internally 5.2.1.2 Capture Application 5.2.1.3 View Applications & Verify Completeness 5.2.1.4 Conduct Short listing (Search for suitable candidates) 5.2.1.5 If internal candidates meet the requirement, invite and schedule for the interview		
5.2.2	Recruitment	External recruitment	5.2.2.1 Complete Requisition 5.2.2.2 Forward advert to respective media 5.2.2.3 Capture Applications 5.2.2.4 View Applications & Verify Completeness 5.2.2.5 Conduct Short listing (Search for suitable candidates) 5.2.2.6 Interview Process 5.2.2.7 Personnel Security Checks 5.2.2.8 Approval of recommended appointee 5.2.2.9 Make Job Offer (Create offer Letter) 5.2.2.10 Appoint Successful Candidate (Contract Signing)		
5.2.3	Report	Report applicant master data	5.2.3.1 List of applications 5.2.3.2 Vacancy assignment list 5.2.3.3 All applicants with qualifications 5.2.3.4 Display Vacancies 5.2.3.5 Applicant statistics		

### 5.3 Personal Administration

#	Process	Process Description	Detailed Requirement	CODE	Comments
5.3.1	Personnel Administration	Hiring	5.3.1.1 Create new employee 5.3.1.2 assign employee to position 5.3.1.3 capture personnel reason for Hire 5.3.1.4 Organizational Assignment 5.3.1.5 Capture Family Dependents (Spouse/husband) 5.3.1.6 Maintain Appointment dates (pension, Leave and Long Service awards) 5.3.1.7 Maintain Education and Qualification Information 5.3.1.8 Maintain Banking Details 5.3.1.9 Employee number auto-generated 5.3.1.10 Approve new creation 5.3.1.11 workflow to Leave Administrator 5.3.1.12 Workflow to Payroll 5.3.1.13 Maintain salary and benefits information 5.3.1.14 approve salary and benefits information 5.3.1.15 Capture medical Aid deductions (for members)		
5.3.2	Employee Administration	Transfers	5.3.2.1 Transfer employees within department/between departments 5.3.2.2 Assign user to position 5.3.2.3 maintain org unit 5.3.2.4 submit for approval		
5.3.3	Personnel Administration	Promotion	5.3.3.1 Transfer employee within department/between departments 5.3.3.2 Assign user to position		



#	Process	Process Description	Detailed Requirement	CODE	Comments
			5.3.3.3 Effect action type and reason, and date of promotion 5.3.3.4 Update personnel information 5.3.3.5 Submit salary and benefits details to payroll 5.3.3.6 Submit for approval 5.3.3.7 Maintain org unit		
5.3.4	Employee Administration	Demotion	5.3.4.1 Transfer employee within department/between departments 5.3.4.2 Assign user to position 5.3.4.3 Effect action type and reason, and date of demotion 5.3.4.4 Update personnel information 5.3.4.5 Submit salary and benefits details to payroll 5.3.4.6 Submit for approval 5.3.4.7 Maintain org unit		
5.3.5	Employee Administration	Termination	5.3.5.1 Receive notification to terminate 5.3.5.2 Prepare submission to Secretary 5.3.5.3 Administer debt clearance form 5.3.5.4 Terminate employee 5.3.5.5 Process the pension pay-out 5.3.5.6 Approve termination		
5.3.6	Employee Administration	Re-instatement	5.3.6.1 Receive notification to re-instate 5.3.6.2 Re-instate user to previous position 5.3.6.3 Effect action type and reason, and date of re-instatement 5.3.6.4 Update personnel information 5.3.6.5 Submit salary details to payroll 5.3.6.6 Submit for approval		

#	Process	Process Description	Detailed Requirement	CODE	Comments
5.3.7	Employee Administration	Master data	5.3.7.1 Create and edit employee details 5.3.7.2 Create and edit employee dependencies 5.3.7.3 Create and edit employee qualifications 5.3.7.4 Display employee master data 5.3.7.5 Edit/change employee master data		
5.3.8	Employee Administration	Reporting	5.3.8.1 Employee master data List 5.3.8.2 Appointed and Terminated employees 5.3.8.3 Reasons for action (Termination)		

#### 5.4 Employee Relations

#	Process	Process Description	Detailed Requirement	CODE	Comments
5.4.1	Employee Relations	Grievance	5.4.1.1 Capture grievance 5.4.1.2 Edit grievance 5.4.1.3 Notify the alleged offender 5.4.1.4 Schedule internal grievance hearing 5.4.1.5 Capture resolution from the grievance hearing 5.4.1.6 Close grievance (resolved/temporal closure) 5.4.1.7 invoke disciplinary action (if required based on resolution)		
5.4.2	Employee Relations	Dispute	5.4.2.1 Re-open closed grievance/ Record dispute 5.4.2.2 Diarise for relevant stakeholders to attend 5.4.2.3 Capture ruling from CCMA 5.4.2.4 Close dispute (resolved/temporal closure) 5.4.2.5 Action CCMA decision		
5.4.3	Employee Relations	Labour court	5.4.3.1 Re-open closed dispute 5.4.3.2 Diarise for relevant stakeholders to attend 5.4.3.3 Capture ruling from arbitrator 5.4.3.4 Close dispute (resolved)		

#	Process	Process Description	Detailed Requirement	CODE	Comments
			5.4.3.5 Action arbitrator decision		
5.4.4	Employee Relations	Report	5.4.4.1 List of employees with grievance 5.4.4.2 List of grievances and status		

## 5.5 Leave Management

#	Process	Process Description	Detailed Requirement	CODE	Comments
5.5.1	Leave Management	Master data	5.5.1.1 Generate employee leave credits 5.5.1.2 adjust employee leave credits 5.5.1.3 display employee leave credits		
5.5.2	Leave Management	Attendance Recording	5.5.2.1 Create leave request on ESS 5.5.2.2 Edit/change leave request on ESS 5.5.2.3 Delete leave request on ESS 5.5.2.4 Approve leave request on MSS 5.5.2.5 Reject/decline leave request on MSS 5.5.2.6 Reconcile leave days against attendance register 5.5.2.7 Create leave request on system 5.5.2.8 edit/change leave request on the system 5.5.2.9 delete leave request on the system 5.5.2.10 Approve leave request on the system 5.5.2.11 Reject/decline leave request on the system		
5.5.3	Leave Management	Leave Payments	5.5.3.1 Reconcile available leave days 5.5.3.2 Calculate leave days payment 5.5.3.3 payment run through payroll 5.5.3.4 submit payment file for approval		
5.5.4	Leave Management	Report	5.5.4.1 Leave entitlements for employees		

#	Process	Process Description	Detailed Requirement	CODE	Comments
			5.5.4.2 Leave credits for employees 5.5.4.3 Leave Accruals 5.5.4.4 Utilized leave days 5.5.4.5 Encashed leave days		

## 5.6 ESS & MSS

#	Process	Process Description	Detailed Requirement	CODE	Comments
5.6.1	ESS	Leave Request	5.6.1.1 Create leave request on ESS 5.6.1.2 Edit/change leave request on ESS 5.6.1.3 Delete leave request on ESS 5.6.1.4 Display employee leave credits 5.6.1.5 Display leave records		
5.6.2	MSS	Leave Request	5.6.2.1 Approve leave request on MSS 5.6.2.2 Reject/decline leave request on MSS		

## 5.7 Training and Development

#	Process	Process Description	Detailed Requirement	CODE	Comments
5.7.1	Training and Development	Master data	5.7.1.1 Create employee qualifications master data 5.7.1.2 Edit employee qualifications master data 5.7.1.3 Delete employee qualifications master data		
5.7.2	Training and Development	Bursaries	5.7.2.1 Create request to study (Bursary) 5.7.2.2 Edit request to study (Bursary) 5.7.2.3 Make bursary payment 5.7.2.4 Capture acquired qualification 5.7.2.5 Raise bursary debt (If employee failed to complete course)		

#	Process	Process Description	Detailed Requirement	CODE	Comments
5.7.3	Training and Development	Workplace skills Plan	5.7.3.1 Create training plan 5.7.3.2 Edit training plan 5.7.3.4 Delete training plan		
5.7.4	Training and Development	Training Requisition	5.7.4.1 Create/edit training request requisition 5.7.4.2 Approved Requisition 5.7.4.3 notify employee of training date		
5.7.5	Training and Development	Report	5.7.5.1 Courses undertaken 5.7.5.2 Course information and costs 5.7.5.3 List of employees who were booked for a course 5.7.5.4 Cancellation of course 5.7.5.5 List of employees that received Bursary 5.7.5.6 Bursary Information and costs 5.7.5.7 Attendance list per course/training		

## 5.8 Performance Management

#	Process	Process Description	Detailed Requirement	CODE	Comments
5.8.1	Performance Management	Master data	5.8.1.1 Create Performance agreement 5.8.1.2 Edit Performance agreement 5.8.1.3 Mark for Delete Performance agreement 5.8.1.4 Approve/reject Performance agreement 5.8.1.5 Create work plans and PDP 5.8.1.6 Edit work plans and PDP 5.8.1.7 Approve work plans and PDP		
5.8.2	Performance Management	Assessments Configuration	5.8.2.1 Capture assessment scores 5.8.2.2 Edit assessment scores		

#	Process	Process Description	Detailed Requirement	CODE	Comments
			5.8.2.3 Create assessment cycle (Quarterly/bi-annual) 5.8.2.4 Assign assessment schedule to employees		
5.8.3	Performance Management	Appraisals	5.8.3.1 Create/edit Performance agreement evaluation (employee self-scoring) 5.8.3.2 Edit Performance agreement evaluation (Manager scoring) 5.8.3.3 approve Performance agreement evaluation 5.8.3.4 Automatic score calculation per quarter 5.8.3.5 Create automatic score calculation annual (based on all 4 quarters) 5.8.3.6 Capture Performance recommendations		
5.8.4	Performance Management	Report	5.8.4.1 List of signed performance agreement 5.8.4.2 List of finalized assessments		

## 6 AUDIT INFORMATION SYSTEM AND ACCESS CONTROL AND PROCESS CONTROL

### 6.1 ACCESS CONTROL AND PROCESS CONTROL

#	Process	Process Description	Detailed Requirement	CODE	Comments
6.1.1	Access Control	Access Risk Analysis	6.1.1.1 Automated Sod analysis tool to identify conflicts and reports on violations with real time drill down capability to the root cause of the conflict.		
6.1.2	Access Control	Role Management	6.1.2.1 Provides role definition, testing, maintenance and documentation environment for		

#	Process	Process Description	Detailed Requirement	CODE	Comments
			administrators and business managers. 6.1.2.2 Design access risk analysis to ensure that the permissions provided meet control objectives.		
6.1.3	Access Control	Access Provisioning	6.1.3.1 Enable Compliant user provisioning across applications. Automatically obtains approvals, confirm SOD rules and notify users if their passwords.		
6.1.4	Access Control	Centralised Emergency Access	6.1.4.1 Access to emergency and highly sensitive activities that are performed on an adhoc basis by support users. 6.1.4.2Tracking Activities under fire-fighter roles so that management and auditors have a reference audit trail		
6.1.5	Process Control	Risk Identification, Evaluation and Assessment of Status.	6.1.5.1 Identification and Assignment of responsibility to control owners within processes. 6.1.5.2Create a dashboard that provides an early warning system to identify potential risk exposures.		
6.1.6	Process Control	Automated Controls Testing	6.1.6.1 View of the Organisational unit's configurations and transactional data configurations.		
6.1.7	Process Control	Remediate and Report risks	6.1.7.1 Have alerts that are generated for each exposure which automatically creates remediation cases for each control exception. 6.1.7.2 Alert process owners and give them direct drill down access to identify control exception.		
6.1.8	Process Control	Preventative Change Management	6.1.8.1 Real time what if scenarios on the application control changes before they are put into effect. 5.2.8.2 Inform process owners of any changes		

#	Process	Process Description	Detailed Requirement	CODE	Comments
			that may impact their managed controls.		

## 6.2 AUDIT INFORMATION SYSTEM

#	Process	Process Description	Detailed Requirement	CODE	Comments
6.2.1	Audit Information Systems	System Audit	6.2.1.1 Showing total system parameters, authorisations, and many other related aspects of configurations of the system.		
6.2.2	Audit Information Systems	Business Audit	6.2.2.1 View of the Organisational unit's configurations and transactional data configurations.		

## 6.3 AUDIT MANAGEMENT

#	Process	Process Description	Detailed Requirement	CODE	Comments
6.3.1	Audit Management	Risk Assessment	6.3.1.1 Rolling risk based plan by process and risk drivers. 6.3.1.2 Producing exposure reports. 6.3.1.3 Identification and confirmation of Audits.		
6.3.2	Audit Management	Audit Documentation	6.3.2.1 Consistent execution of the Audit Methodology. 6.3.2.2 Audit and Issue audit report. 6.3.2.3 Assess and test controls 6.3.2.4 Document audit results and issues consistently 6.3.2.5 Review work regardless of location. 6.3.2.6 Share Knowledge 6.3.2.7 Re-use and evolve the audit approach 6.3.2.8 Assign resources with most relevant skills and maximize utilization.		



#	Process	Process Description	Detailed Requirement	CODE	Comments
			6.3.2.9 Advanced replication features to allow audit teams to access files simultaneously. 6.3.2.10 Automatic encryption and compression of audit data Integration/Interfacing with Microsoft word and excel.		
6.3.3	Audit Management	Risk Management	6.3.3.1 Rolling risk based plan by process and risk drivers. 6.3.3.2 Producing exposure reports. 6.3.3.3 Identification and confirmation of Audits. 6.3.3.4 Develop risk based audit plan based on scoring methods. 6.3.3.5 Control risk weightings and calculations to align with our risk assessment methodology. Carry forward risk assessment (risks and controls) into audit files for testing and reporting.		
6.3.4	Audit Management	Resource and Project Scheduling	6.3.4.1 Ability to schedule projects and resources (personnel assignments) and tracking of projects in an annual plan. 6.3.4.2 Allow multiple schedules, resource teams and GANTT interfaces to display assignments. 6.3.4.3 Drag and drop features to select several resources and projects.		
6.3.5	Audit Management	Time and Expense Capture	6.3.5.1 Integrates with project scheduling and populate Audit Assignments to simplify the time entry process. 6.3.5.2 View the annual plan to determine completeness and drill		

#	Process	Process Description	Detailed Requirement	CODE	Comments
			down to analyse time and expense variance.		
6.3.6	Audit Management	Audit and Issue Tracking	6.3.6.1 User defined dashboard with views for all key data with drill down capability to underlying details. 6.3.6.2 Allows easy web based searching the Legislature complete database of key audit data such as issues, plans, risks and controls. 6.3.6.3 Accessibility to key stakeholders allowing them to manage on overall objectives and management of Audit results without looking into details.		

#### **6.4 ENTERPRISE RISK MANAGEMENT**

#	Process	Process Description	Detailed Requirement	CODE	Comments
6.4.1	Enterprise Risk Management	Identify Risk	6.4.1.1 Identify, manage and allow an organisation to treat both risks and opportunities in order to protect the company's brand, and create value for shareholders, owners, employees, customers and regulators.		
6.4.2	Audit Information Systems	Analyse Risk	6.4.2.1 Manage risks using popular standards/approaches and reduces errors while ensuring compliance in various regulations.		
6.4.3	Enterprise Risk Management	Evaluate Risk	6.4.3.1 Provide real time executive decision support through interactive dashboards and reports		
6.4.4	Enterprise Risk Management	Mitigate Risk	6.4.4.1 Imbed and integrate risk management in business processes		

#	Process	Process Description	Detailed Requirement	CODE	Comments
			6.4.4.2 Communicate risk and risk treatment widely 6.4.4.3 Link risk management directly to decision making 6.4.4.4 Monitor organisational and individual performance against goals and objectives. 6.4.4.5 Create a risk-aware culture through enforcement and accountability.		

## 6.5 SYSTEMS MANAGEMENT

#	Process	Process Description	Detailed Requirement	CODE	Comments
7.1.1	Systems Management	Master Data	7.1.1.1 Create business partner/user 7.1.1.2 Edit business partner/user 7.1.1.3 Delete business partner/user 7.1.1.4 Create Business units 7.1.1.5 Edit Business units 7.1.1.6 Delete business units 7.1.1.7 Assign business partner/user to business unit 7.1.1.8 Remove business partner/user from business unit		
7.1.2	Systems Management	Incident Management	7.1.2.1 Create incident 7.1.2.2 Edit incident 7.1.2.3 Close incident 7.1.2.4 Assign incident to business partner/user as per business unit 7.1.2.5 Create resolution note		
7.1.3	Systems Management	Problem Management	7.1.3.1 Create problem 7.1.3.2 Edit problem 7.1.3.3 Close problem 7.1.3.4 Assign problem		

#	Process	Process Description	Detailed Requirement	CODE	Comments
			7.1.3.5 Create resolution note		
7.1.4	Systems Management	Configuration Management	7.1.4.1 Create incident categorization 7.1.4.2 Edit categorization 7.1.4.3 Create incident prioritization 7.1.4.4 Edit incident prioritization 7.1.4.5 Create SLA 7.1.4.6 Edit SLA 7.1.4.7 Assign business partner/user role		
7.1.5	Systems Management	Service Requests	7.1.5.1 Create Service request 7.1.5.2 Edit service request 7.1.5.3 Close service request 7.1.5.4 Assign service request to business partner/user as per business unit 7.1.5.5 Create resolution note		
7.1.6	Systems Management	Knowledge Management	7.1.6.1 Create Knowledge 7.1.6.2 Edit knowledge 7.1.6.3 Share knowledge 7.1.6.4 Archive knowledge file		
7.1.7	Systems Management	Report	7.1.7.1 KPI – Average work effort for resolving incidents by categories 7.1.7.2 30/60/90 day desired state task aging 7.1.7.3 30/60/90 day task aging 7.1.7.4 Achieved SLA by type 7.1.7.5 open Incidents by category		

## Requirements – Additional Questions for bidders to respond to: *The Software*

- What training do you provide to the implementation team and users?
- What training delivery methods are available? (videos, webinars, train-the-trainer options, classroom, etc.)
- What is involved in customizing the software?
- Does the proposed software have development tools so that a non-programmer may develop a new business process in the system? (E.g. new fields/files, changes to screens,

new screens, etc.)

- Will you provide full source code in the price of the software?
- Is the software written in a commercially available development language which is still being enhanced and supported by the supplier?
- Is your company the original author of the proposed software?
- What Database Management System does your software employ?
- Do you have a mobile app for the system?
- Is this an on premise or cloud solution?
- When was the code base of the business logic originally developed?
- How many clients are you currently supporting who are utilizing this software?
- What percentage of your clients are on the latest release of the software, and when was the latest release?
- How often are upgrades to the software planned to be released?
- Please provide details of how the product is supported across multiple sites.
- What levels of support are available, and what are the hours of operation and response times?
- Where is your support team located, and what is their typical response time?
- Who will be supervising our implementation, and what is their experience in working with organizations like ours?
- Please provide information on your implementation methodology.
- Please provide an estimate of the typical implementation time frame for an organization of our size.

## ***Your Company***

- How long has your company been in business?
- What is the major benefit of choosing your company rather than a competitor?
- What experience do you have working with companies in our industry?
- Are there any anticipated mergers or acquisitions pending?
- Certifications related to the ERP implementation.

Contact Details:

Company Name:

Person responsible for Response:

Email:

Phone Number:

Position:

## ***Financial***

- Are programming modifications done at a fixed cost?
- How are additional users added to the system and what costs are involved?
- Will you provide a written statement of work dictating what work will be performed as part of the implementation?
- Is there a flat fee or capped number of hours associated with that work?
- What are your hourly rates for implementation?
- Are software upgrades free, or is there a cost?
- Will program customizations cause additional expense, in order to take advantage of software

- upgrades?
- What are the ongoing support costs?

## Budget

Our anticipated budget will be determined after our review of the RFI responses. Hardware infrastructure will be provided by the legislature.

## Notes and Instructions

Our intention is to calculate the total cost of ownership over a ten-year period. Please include budgetary pricing for the software that appears to be needed to meet our requirements, sufficient to that end. All estimated costs should be presented including software licenses, annual maintenance, implementation, program modifications, software upgrades, hardware, and training.

It is anticipated that responses can be processed from the material in this document, but if you would like the opportunity to discuss the RFI or your response, a Written questions may also be submitted by email to [zumal@kznleg.gov.za](mailto:zumal@kznleg.gov.za) and copy Zulun@kznleg.gov.za to clarify any points which may not have been sufficiently clear.

Shortlisted vendors will be expected to provide demonstration(s) including conducting of site visits where the solution has been implemented.

Any use of subcontractors must be identified in the response.

By responding to this Statement of Requirements, you acknowledge that it will be done completely at your company expense, and no information other than that which is already in the public domain will be made available to any third parties without express prior consent from KZN Legislature.

## MANDATORY AND FUNCTIONALITY REQUIREMENTS

### 1.Returnable documents (Minimum Compulsory Requirements)

Prospective Service Providers MUST provide information in the under-mentioned sequence.

- 1.1 Approach, methodology and understanding of the scope of work demonstrating capacity and implementation plan..
- 1.2 Capacity to manage operations.
- 1.3 Reference Projects with contactable references.
- 1.4 The following information **MUST** also be furnished:
  - 1.4.1 Bid document, duly completed;
  - 1.4.2 Company Profile;
  - 1.4.3 Valid Tax Clearance Certificate and pin. CSD report and MAAA number (not a disqualifying requirement)
  - 1.4.4 BEE Verification Certificate from a recognized certification Institution.(optional)
  - 1.4.5 Company registration certificate
  - 1.4.6 Proof of affiliation with professional bodies (where applicable)
  - 1.4.6 Company profile containing the following.
    - a. Service provider name and address
    - b. Company / organizational structure

- c. Commencement date of business
- d. Certificate of Incorporation
- e. Service provider contact details Specify name, position, address and other contact details (e-mail, telephone, and fax) of the person within the service provider organization responsible for leading the bid process and to whom all correspondence should be directed.
- f. Submit CV/s of proposed staff member/s to be allocated for this project, including years of experience

## **2.Submission of Bids**

Bids must be deposited in the bid box by no later than **11:00 on 3 May 2021** and only those bids deposited by the closing time will be considered. Bidders must allow at least 30 minutes to park and enter the Legislature Administration Building due to security measures that are in effect, and no late bids will be accepted. Bids will be opened in the Supply Chain Management immediately after closing.

### **2.1 Bid submission requirements**

Service Providers are required to submit their proposals in two envelopes in the following format:

#### **2.1.1 Envelope 1: Technical proposal**

Marked with the name of the Service Provider; titled ‘Technical proposal: for the **“Description of bid”**’ This envelope must contain at least the following:

- a) A signed covering letter, covering the following:
  - i) Accepting the rules of bidding, evaluation of bids, and bid evaluation criteria set out in the terms of reference;
  - ii) attaching a **tax clearance certificate for tenders** from South African Revenue Services for the Service provider/s and all South African firms to be subcontracted to it for this assignment, or all South African firms participating in a joint venture for purposes of this bid;
  - iii) providing full contact details of the Service Provider/s.
- b) Project comprehension and project management plan in line with the above, including:
  - (i.) the Service Provider’s understanding of the terms of reference, and any proposals for amendments to the terms of reference that would enhance desired outcomes
  - (ii.) how the Service provider proposes to manage the set of deliverables outlined in the terms of reference;
  - (iii.) addressing all elements covered in the scope of works and all deliverable documents;
  - (iv.) a proposed outline work plan with timetable for delivery if applicable;
  - (v.) how the Service Provider members will be supervised;
  - (vi.) any innovative ideas for how the project and ensuing contract can best achieve its objectives.

#### **2.1.2 Envelope 2: Price proposal**

Marked with the name of the service provider; titled: **‘Price proposal: for the “Description of bid”**. This envelope must contain:

- a) A signed covering letter, covering the following:
  - (i.) Proposed pricing table giving a cost breakdown over the term of contract including VAT in the total price quoted.

### 3. Conditions of Bidding

- a) The service provider must be a single legal entity with all other necessary expertise secured via subcontract, or under a joint venture arrangement.
- b) Bids must be submitted in South African Rands, on a fixed price basis and must be inclusive of VAT.
- c) The Legislature is not bound to accept any of the bids submitted, and reserves the right to call for best and final offers from short-listed bidders before final selection.
- d) The Legislature reserves the right to call for presentation / interviews with short-listed bidders before final selection.
- e) Service providers may only ask for clarification on these terms of reference at the briefing session.
- f) Late submissions will be NOT be accepted under any circumstances.

### 4. Evaluation Process

The Preferential Procurement Policy Framework Act, 2000 and Preferential Procurement Regulations, 2017 will apply in the evaluation and adjudication of this bid (80/00 preferential point system). The KZN Legislature reserves the right not to accept any bid or part of bids as detailed above in “**SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS**” of the bid.

Due to the nature of this bid, the 90 points from the 90/10 preference point system will not be used to calculate points for price, as there are no prices to calculate only the standard prices given. Only the 10 points of the 90/10 preference point system will be considered.

The bids will be evaluated for functionality as detailed below and will be evaluated and adjudicated as follows:

#### Phase 1: Evaluation of Functionality

The evaluation of the bids must be conducted in the following two stages:

- a. Minimum scoring: A service provider who fails to score a minimum of 70 % on functionality will be disqualified at this stage and will not proceed to the next stage of the evaluation process which is presentation and site visits
- b. Presentation /site visit A service provider who fails to score a minimum of 70 % on functionality will be disqualified at this stage and will not proceed to the next stage of the evaluation process.
- c. ONLY those bids that obtain a minimum score for functionality will be considered to be placed on the panel bidders who will be invited to submit proposals via close bidding process .

Thereafter the qualifying bids will be evaluated in terms of the relevant preferential point system in respect of allocation of price and preference points. The bidder must ensure that a valid BB-BEE verification certificate is attached.

**Note:** All bidders must attach a detailed proposal (including documents identified above *Minimum Compulsory requirements*).



### Phase 3: Bid Adjudication Process

A list of bidders will be compiled from highest to lowest score, which the Bid Evaluation Committee will review and recommend the successful bidder/s to the Bid Adjudication Committee for award.

### Evaluation and Scoring Sheet:

Preliminary Examination (Conformity to Mandatory Requirements)	Pass	Fail	Comment
<b>Technical approach</b>			
Have all requested firm services been considered ?			
Have all requested optional services been considered ?			
<b>Work Plan</b>			
Has the requested period of performance been matched ?			
<b>Organization and staffing</b>			
Has an organization chart been provided ?			
<b>Qualifications and Competence of Staff</b>			
Have CVs of key personnel been provided?			
Has a competent Project Manager been identified ?			
<b>Project Management Approach</b>			
Does the project management approach show understanding of scope?			
Is there an implementation plan/schedule with clear deliverables?			
Has the testing and acceptance approach documented			
Has the data migration and change management approach included?			
Has the project post go live support included?			
<b>Technical Requirements/Hosting</b>			
Has a cloud solution been prescribed including Disaster Recovery Site?			
Has the networking plan been included?			
Have the security requirements been addressed?			
<b>Functional Requirements</b>			
Have all functional requirements been met/provided?			
<b>Mandatory Requirements</b>			
Have all required certificates been submitted ? BEE, Tax, etc			

[illegible]

	Grade	Rating	Description
<b>1. Adequacy of Experience of the bidder</b>			
1.1 Experience of the Bidder	Excellent	100%	The bidder has experience in all of the following aspects:
			(i) A project of similar scope with the complexity and technical specialty of the request and
			(ii) A project of comparable size (e.g. volume of man-months, volume of contract amount, etc.), and
			(iii) A project in a region or a country with physical and institutional conditions similar to those of the project location.
	Good	80%	The bidder has experience in respect to all three aspects mentioned above but experience in one aspect could be considered insufficient (different scope or smaller size or different conditions for example).
	Average	70%	The bidder has experience in respect to all three aspects mentioned above but experience in two aspects could be considered insufficient.
	Below Average	20%	The bidder has experience in respect to all three aspects mentioned above but experience in three aspects could be considered insufficient.
	Poor	0%	The bidder has no experience in respect to all three aspects mentioned
<b>2. Adequacy of Organization and staffing</b>			
2.1 Organisational Staffing Schedule	Excellent	100%	In addition to the requirements stated below under “Good”, the proposal includes an impressive presentation of a well thought out organization and staffing plan. The proposed team is well integrated and has good support organization.
			The organization chart and staffing schedule is complete and detailed, and the technical level and composition of the staffing arrangements are very well balanced. The definition of duties and responsibilities are very clear. The staffing schedule is consistent with the work plan and the timing and duration of each staff's assignment are adequate.
	Good	80%	The proposed organization and staffing arrangement is complete and detailed enough to meet all the requirements.
	Average	60%	The proposed organization and staffing arrangement is not detailed and the assignment schedule of each staff is weak. For instance, there are inconsistencies between the staffing schedule and the required output. The organization and staffing arrangement is not tailored to the proposed approach, methodology and work plan.
	Below Average	40%	The organization and staffing arrangement is not responsive to the requirement of the requirements at all. It is assumed that the required output cannot be appropriately prepared within the period of the assignment.
	Poor	0%	
<b>3. Adequacy of Qualifications and Competence of Staff</b>			
3.1 Qualifications & Staff Competency	Excellent	100%	The proposed personnel has 15 years or more of professional experience and an educational background or a professional qualification in the field of assignment in the language requested.
			The proposed personnel has 10 years or more of professional experience and an educational background or professional qualification in the field of assignment in the language requested.
	Good	80%	The proposed personnel has 5 years or more of professional experience and educational background or a professional qualification in the field of assignment in the language requested.
	Average	60%	The proposed personnel has 3 years or more of professional experience and an educational background or a professional qualification in the field of assignment in the language requested.
	Below Average	40%	The proposed personnel has less than 3 years of professional experience and does not have an educational background or a professional qualification in the field of assignment in the language requested.
	Poor	0%	
<b>4. Adequacy of Project Management Approach</b>			
	Excellent	100%	Bidder has fully addressed and conforms to the following aspects;

4.1 Project Management		(i)	Best Practice Project Implementation Methodology (Prince2, PMBOK or similarly recognised project management principles.
		(ii)	Implementation Plan/Schedule showing completion of implementation if 6 months.
		(iii)	Outlined project deliverables
		(iv)	Clear unit testing, integration testing and user acceptance testing approach.
		(v)	Detailed Change Management, Data Migration and Post Go Live Support
	Good	80%	The bidder has experience in respect to all the five aspects mentioned above experience, but one aspect is considered insufficient.
	Average	70%	The bidder has experience in respect to all five aspects mentioned above but experience in two aspects could be considered insufficient.
	Below Average	20%	The bidder has experience in respect to all five aspects mentioned above but experience in three aspects could be considered insufficient.
	Poor	0%	The bidder has no experience in respect to all five aspects mentioned
<b>5. Adequacy of Proposed Hosting and networking</b>			
5.1 Hosting			The vendor has outlined in detail the Hybrid deployment model and highlighted the security management capability, recommended hardware operating systems and related software and database requirements including processing power, memory, storage required and system architecture. This is covering both the primary data center and disaster recovery centers.
	Excellent	100%	
			The work plan responds well to the requirements. The deployment model has been clearly outlined security management capability has been indicated required hardware specified, all related software has been highlighted including the servers processing power, memory storage and system architecture.
	Good	80%	
	Average	60%	The hosting approach responds to the requirements and all required information, but they are not detailed.
	Below Average	40%	Some critical requirements are omitted in the hosting plan and the deployment approach does not match requirements.
5.2 Networking Requirements			There are major inconsistencies between the hosting plan and requirements, processing power, memory and system architecture.
	Poor	0%	
			The networking requirements are clearly outlined including bandwidth consideration, description of high-end VPN firewall and remote firewall consideration, setting up of LAN/WAS hardware, floor area switches and a network management solution. The vendor provided a high level and low-level network design which includes the inventory of all network requirements.
	Excellent	100%	
			The network plan meets the requirements. The response was detailed with detailed bandwidth consideration, description of high-end VPN firewall and remote connections, setting of LAN/WAN hardware and layout of floor area switches as well as network management solution. The vendor also gave a high level and low-level network design which fulfilled all network requirements.
	Good	80%	
	Average	60%	The network approach responds to the requirements and all required activities are indicated in the activity schedule, but they are not detailed.
5.3 Security Requirements	Below Average	40%	Some activities required are omitted in the network specifications or are not matching the requirements. There are minor inconsistencies.
	Poor	0%	There are major inconsistencies between the requirements and what has been proposed.
			The vendor has highlighted a solution which includes VPN, 2 Factor Authentication etc. The vendor indicated preparedness to respond to security incidents and willingness to share IT Policies and procedures and highlighted the policies and procedures. The vendor proposal disclosed contingent plans relating to availability, Uptime, abrupt etc and it showed security of data transfer and access including clustering and disaster recovery.
	Excellent	100%	
			The solution outlines in clear terms the required solution for example VPN and 2 factor authentications. The vendor showed how they are equipped to respond to security incidents and the willingness to share IT Policies and Procedures and documents. Contingent plans relating
	Good	80%	

			to availability, uptime and abrupt were shown clearly and security of data transfer and access was highlighted.
	Average	60%	The security details and approach respond to the requirements and all required activities but, but they are not detailed.
	Below Average	40%	Some of the information required are omitted are not matching the requirement.
	Poor	0%	There are major inconsistencies between the security requirements and the proposed work response.
<b>6. Adequacy of proposed technical approach to meet the required services</b>			
6.1 Finance			The bidder understands the requirement. The bidder draws attention to all technical aspects of financial accounting, management accounting, accounts receivable/payable and how it integrates. The bidder also raises additional aspects to be considered beyond the requirements listed in the SOW that can result in financial or time or quality of deliverables benefits. The proposal details ways to solve all technical aspects by using advanced and innovative approach and methodology.
	Excellent	100%	
	Good	80%	The bidder understands the requirement. The approach and methodology to solve the technical aspects of financial accounting and its integration to other modules are discussed in detail and are specifically tailored to the assignment.
	Average	60%	The bidder understands the requirement. The approach and methodology to solve the technical aspects are consistent. However, the approach and methodology are standard and not discussed in detail or not specifically tailored to the requirement.
	Below Average	40%	The bidder does not have a proper understanding of the requirements and the technical aspects are not appropriately discussed. The approach and methodology are inappropriate to fulfill the requirement.
	Poor	0%	The bidder misunderstands the requirement and important aspects of the scope of services. The approach and methodology do not comply with the requirement in the SOW.
6.2 Supply Chain Management			The bidder understands the requirement. The bidder draws attention to all technical aspects of supply chain management as well as raises additional aspects to be considered beyond the requirements listed in the SOW that can result in financial or time or quality of deliverables benefits. The proposal details ways to solve all technical aspects by using advanced and innovative approach and methodology.
	Excellent	100%	
	Good	80%	The bidder understands the requirement. The approach and methodology to solve the technical aspects are discussed in detail and are specifically tailored to the assignment.
	Average	60%	The bidder understands the requirement. The approach and methodology to solve the technical aspects of supply chain management are consistent. However, the approach and methodology are standard and not discussed in detail or not specifically tailored to the requirement.
	Below Average	40%	The bidder does not have a proper understanding of the requirements and the technical aspects are not appropriately discussed. The approach and methodology are inappropriate to fulfill the requirement.
	Poor	0%	The bidder misunderstands the requirement and important aspects of the scope of services. The approach and methodology do not comply with the requirement in the SOW.
6.3 Human Resource Management			The bidder understands the requirement. The bidder draws attention to all technical aspects of all the required modules of human capital management as well as raises additional aspects to be considered beyond the requirements listed in the SOW that can result in financial or time or quality of deliverables benefits. The proposal details ways to solve all technical aspects by using advanced and innovative approach and methodology.
	Excellent	100%	
	Good	80%	The bidder understands the requirement. The approach and methodology to solve the technical aspects of Human Resources Management and payroll are discussed in detail and are specifically tailored to the assignment.

	Average	60%	The bidder understands the requirement. The approach and methodology to solve the technical aspects are consistent. However, the approach and methodology are standard and not discussed in detail or not specifically tailored to the requirement.
	Below Average	40%	The bidder does not have a proper understanding of the requirements and the technical aspects are not appropriately discussed. The approach and methodology are inappropriate to fulfill the requirement.
	Poor	0%	The bidder misunderstands the requirement and important aspects of the scope of services. The approach and methodology do not comply with the requirement in the SOW
6.4 Project Systems	Excellent	100%	The bidder understands the requirement. The bidder draws attention to all technical aspects of project system the creation of WBS elements and the integration with SCM and budgeting as well as raises additional aspects to be considered beyond the requirements listed in the SOW that can result in financial or time or quality of deliverables benefits. The proposal details ways to solve all technical aspects by using advanced and innovative approach and methodology.
	Good	80%	The bidder understands the requirement. The approach and methodology to solve the technical aspects of project systems are discussed in detail and are specifically tailored to the assignment.
	Average	60%	The bidder understands the requirement. The approach and methodology to solve the technical aspects are consistent. However, the approach and methodology are standard and not discussed in detail or not specifically tailored to the requirement.
	Below Average	40%	The bidder does not have a proper understanding of the requirements and the technical aspects are not appropriately discussed. The approach and methodology are inappropriate to fulfill the requirement.
	Poor	0%	The bidder misunderstands the requirement and important aspects of the scope of services. The approach and methodology do not comply with the requirement in the SOW
6.5 Business Intelligence and Analytics	Excellent	100%	The bidder understands the requirement. The bidder draws attention to all technical aspects of reporting (Intelligent reporting and analytics) as well as raises additional aspects to be considered beyond the requirements listed in the SOW that can result in financial or time or quality of deliverables benefits. The proposal details ways to solve all technical aspects by using advanced and innovative approach and methodology.
	Good	80%	The bidder understands the requirement. The approach and methodology to solve the technical aspects (Intelligent reporting and analytics) are discussed in detail and are specifically tailored to the assignment.
	Average	60%	The bidder understands the requirement. The approach and methodology to solve the technical aspects are consistent. However, the approach and methodology are standard and not discussed in detail or not specifically tailored to the requirement.
	Below Average	40%	The bidder does not have a proper understanding of the requirements and the technical aspects are not appropriately discussed. The approach and methodology are inappropriate to fulfill the requirement.
	Poor	0%	The bidder misunderstands the requirement and important aspects of the scope of services. The approach and methodology do not comply with the requirement in the SOW
6.6 Governance, Risk, Control and Audit Management.	Excellent	100%	The bidder understands the requirement. The bidder draws attention to all technical aspects of governance, risk, control and audit management as well as raises additional aspects to be considered beyond the requirements listed in the SOW that can result in financial or time or quality of deliverables benefits. The proposal details ways to solve all technical aspects by using advanced and innovative approach and methodology.
	Good	80%	The bidder understands the requirement. The approach and methodology to solve the technical aspects of Governance, Risk and Control are discussed in detail and are specifically tailored to the assignment.
	Average	60%	The bidder understands the requirement. The approach and methodology to solve the technical aspects are consistent. However,



			the approach and methodology are standard and not discussed in detail or not specifically tailored to the requirement.
	Below Average	40%	The bidder does not have a proper understanding of the requirements and the technical aspects are not appropriately discussed. The approach and methodology are inappropriate to fulfill the requirement.
	Poor	0%	The bidder misunderstands the requirement and important aspects of the scope of services. The approach and methodology do not comply with the requirement in the SOW.
6.7 Service Management (Incident)	Excellent	100%	The bidder understands the requirement. The bidder draws attention to all technical aspects of service management (Incident) as well as raises additional aspects to be considered beyond the requirements listed in the SOW that can result in financial or time or quality of deliverables benefits. The proposal details ways to solve all technical aspects by using advanced and innovative approach and methodology.
	Good	80%	The bidder understands the requirement. The approach and methodology to solve the technical aspects of service management (Incident) are discussed in detail and are specifically tailored to the assignment.
	Average	60%	The bidder understands the requirement. The approach and methodology to solve the technical aspects are consistent. However, the approach and methodology are standard and not discussed in detail or not specifically tailored to the requirement.
	Below Average	40%	The bidder does not have a proper understanding of the requirements and the technical aspects are not appropriately discussed. The approach and methodology are inappropriate to fulfill the requirement.
	Poor	0%	The bidder misunderstands the requirement and important aspects of the scope of services. The approach and methodology do not comply with the requirement in the SOW
<b>7. System Presentation and Site Visit</b>			
7.1 System Presentation	Excellent	100%	The system presented was very clear it showed all aspects of Finance, HR and Payroll, Project System and Procurement. The System presented showed a great deal of innovativeness and has functionality that exceeds the requirement, and it is integrated with no interfaces between modules.
	Good	80%	The bidder presented a system that meets the requirement. The system processes for Finance, HR and Payroll, Project system and Procurement are specifically tailored to the assignment.
	Average	60%	The bidder system meets the requirement. The system functionality is consistent. However, there is no clear integration of the various modules (Finance, HR and Payroll, Project system and Procurement)
	Below Average	40%	The bidder's system is disjointed, does not show any integration and the functionality is not understood. There are no reports coming out of the system.
	Poor	0%	The bidder's system does not show understanding of the KZNLEG requirement, it did not comply with the minimum acceptable standards.
7.2 Site Visits	Excellent	100%	The bidder's client system shows our total system requirement (Finance, HCM, SCM, GRC and service management (Incident) as well as any other functionality. The client showed satisfaction with the BIDDER in performing their work.
	Good	80%	The BIDDERS's client system covers the functionality required by KZNLEG and the Bidders client is happy with how the system was implemented.
	Average	60%	The Bidders' client system largely meets the requirement although there are notable sections which are not happening in the system although required by KZNLEG.
	Below Average	40%	The Bidders Client System has few functionalities that are close to KZNLEG requirements. However, the functionalities that are there are working properly, and the Bidders client would like to work with the BIDDER in the future.
	Poor	0%	The BIDDER's system is dysfunctional, the BIDDER's client is unhappy and has no willingness to work with the BIDDER in the future.

# GENERAL CONDITIONS OF CONTRACT1

THE NATIONAL TREASURY  
Republic of South Africa



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## GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT July 2010

### NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

1. The General Conditions of Contract will form part of all bid documents and may not be amended.
2. Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

## GENERAL CONDITIONS OF CONTRACT TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
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31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices