

MASTER SERVICE LEVEL AGREEMENT

Entered into by and between:



Vesta Technical Services (Pty) Ltd.

A Company duly registered in terms of the law of Republic of South Africa, with registration number 2001/015997/07, herein represented by

Mr. Dewald Pretorius

(Hereinafter referred to as "SERVICE PROVIDER")

And



KAAP AGULHAS MUNISIPALITEIT
CAPE AGULHAS MUNICIPALITY
U MASHALA WASECAPE AGULHAS

Cape Agulhas Local Municipality

A Municipality established in terms of the Municipal Structure Act 117 of 1998

(As amended), herein represented by Mr. DGT O'Neill in his

capacity as the Municipal Manager

(Hereinafter referred to as "THE CLIENT")

Vesta Project Code:	VC01
Demarcation Code:	WC033
Document Number:	VTS_mSCOA_CON_2.1_MSLA Cape Agulhas_013_V01

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PREAMBLE

- (a) Cape Agulhas Local Municipality is a Municipality constituted in terms of Municipal Structure Act 177 of 1998 as amended and is authorised to deliver various services within its area of jurisdiction;
- (b) The National Treasury has advertise a tender for Procurement of an Integrated Financial Management System and Internal Control System adjudicated under tender number RT25 2016 Financial Expert.
- (c) Such tender was advertise and various Service Providers were appointed to provide such services to various Municipalities across the country and those municipalities would utilise the service of such service providers in terms of Regulation 32 of the Municipal Finance Management Act 56 of 2003.
- (d) Given the emergency nature upon which the services are demanded, the SERVICE PROVIDER was appointed through Regulation 32 to implement the MSCOA.
- (e) The SERVICE PROVIDER now contract with Cape Agulhas Local Municipality and binds itself to meet the performance goals and to comply with the obligations contained herein in addition to the performance goals and obligations contained in their scope of work submitted to Cape Agulhas Local Municipality;
- (f) The Service Providers Proposal in terms of which this appointment is incorporated herein as if specifically mentioned.
- (g) Time and accuracy are of the essence in the provision of services as described in the scope of work attached hereto.
- (h) A bid emanating from Tender Number RT25-2016 "THE APPOINTMENT OF SERVICES PROVIDERS FOR AN INTEGRATED FINANCIAL MANAGEMENT AND INTERNAL CONTROL SYSTEM FOR LOCAL GOVERNMENT FOR THE PERIOD 1 JUNE 2016 TO 31 MAY 2019", and or contracts emanating therefrom will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions

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of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract will prevail.

- (i) Municipalities utilizing this contract shall do so in accordance with the supply chain regulations governing local government procurement in terms of Section 116 of the Municipal Finance Management Act, 2003 (Act 56 of 2003).

WHEREBY IT IS AGREED AS FOLLOWS:

1. INTERPRETATION AND PRELIMINARY

The headings of the clauses in this Agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this Agreement nor any clause hereof. Unless a contrary intention clearly appears –

1.1. words importing –

- 1.1.1. any one gender includes the other two genders;
- 1.1.2. the singular includes the plural and *vice versa*; and
- 1.1.3. natural persons include created entities (corporate or unincorporate) and the state and *vice versa*;

1.2. the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely:

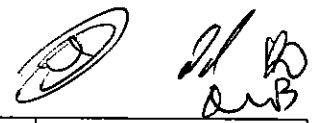
- 1.2.1. “Agreement” means this master services agreement together with all its schedules and annexures, each of which is an integral part of this Agreement and shall be interpreted and construed accordingly;
- 1.2.2. shall mean Procurement of an Integrated Financial Management System and Internal Control System issued under bid number: RT25 2016.

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- 1.2.3. "Bid Amount" shall mean the fee payable to the Service Provider as per the Bid for Procurement of an Integrated Financial Management System and Internal Control System issued under bid number: RT25 2016 at a fixed amount of **R6,496,511.00**, which amount is inclusive of VAT and contingencies.
- 1.2.4. "Bid Documents" shall mean all tender documents issued to bidders by Cape Agulhas Local Municipality or forming part of the Bid as issued by Cape Agulhas Local Municipality for the Procurement of an Integrated Financial Management System and Internal Control System issued under bid number: RT25 2016 and to which bidders responded.
- 1.2.5. "Bid Response" shall mean the bid response prepared and submitted by Vesta Technical Services (Pty) Ltd / Service Provider to the Bid and all presentations and amplifications of the Tender Response as accepted by the National Treasury under Bid Number: RT25 2016.
- 1.2.6. "Bid Specification" shall mean the technical specification as made by the National Treasury and outlined in the call for Tenders.
- 1.2.7. "Call Management System" means Vesta's web-based application system which is used for the logging and management of calls related to the Financial Management System;
- 1.2.8. "Change Order" means a change order in the format agreed to by the Parties to this agreement, and which is used for the specific purpose of recording the details of any alteration or amendment to this Agreement, including any project documents, and which must be signed by authorised representatives of both Parties before becoming effective and binding on the Parties;
- 1.2.9. "Commencement Date" means the date so described as such in any Schedule;

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- 1.2.10. "Confidential Information" means all information of any nature whatsoever, which either Party may obtain from the other or its associates ("the Designated Person"), regardless of how such information is disclosed to the receiving Party including, without limitation, whether orally, visually or by reason of inspection of documentation, electronic data or other matter on or at the Designated Person's premises;
- 1.2.11. "Municipality/Name of Municipality" means the Cape Agulhas Local Municipality;
- 1.2.12. "CPU" means a software processing unit being a computer which is capable of executing instructions received from a software program;
- 1.2.13. "Designated Representatives" means the Chief Executive Officer of Vesta and the Municipal Manager of Cape Agulhas Local Municipality. Either Party may replace such designated representatives (as applicable) from time to time on reasonable prior written notice to the other Party;
- 1.2.14. "End User Documentation" means the documentation usually given to an end user of a product and which explains the general functionality and operation of the FMS Software;
- 1.2.15. "Fault" means when an entire System or component of a System has failed or is unable to process the Municipality's transactions and the Municipality's users or customers are in some manner impacted by this;
- 1.2.16. "Fault Priority" means the fault priority in respect of specific Support Services and more fully described in the relevant SLA relating to those Support Services;
- 1.2.17. "FMS Software" means the Object Code and End User Documentation of the application software program known as the Phoenix Financial Management System, the system being a local authority financial management system;
- 1.2.18. "General Conditions of Contract" means the general conditions of contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999);



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- 1.2.19. "Functional Specifications" means the functional specifications published by the manufacturer or licensor of the System (or component of the System, as the case may be) describing the operation of the System;
- 1.2.20. "Intellectual Property Rights" means collectively Vesta's patents, trademarks, designs, domain names, copyright, trade names and logos (all whether registered or unregistered) pertaining to the FMS Software;
- 1.2.21. "Know-How" means all the ideas, designs, documents, diagrams, information, devices, technical and scientific data, secret and other processes and methods used by Vesta in connection with the distribution, licensing and support of the FMS Software, as well as, all available information regarding marketing and promotion of the FMS Software, as well as, all and any modifications or improvements to any of them which do not constitute an entirely new product;
- 1.2.22. "New Release" means the Object Code of an entirely new software program which is developed specifically for the purpose of replacing its predecessor and which generally adds substantial new functionality and improvements to its predecessor, and which is generally installed as a new software program, as well as any related End User Documentation;
- 1.2.23. "Object Code" means the compiled version of the instructions in source code, which is capable of being read and executed by a software processing unit;
- 1.2.24. "Parties" means both Vesta and the Cape Agulhas Local Municipality, and a reference to "Party" shall be a reference to either one of them as so determined by the context;
- 1.2.25. "Principal Period of Maintenance" or "PPM" means the time period during which Vesta provides Support Services to the Municipality in respect of a System as more fully described in the SLA relevant to that System;

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- 1.2.26. "Programme" means a live working document which will be, throughout the Duration of the Agreement and the Period of Performance, continually and regularly updated / amended / supplemented to meet and / or suggest the expected and required time periods of performance on the part of the Service Provider.
- 1.2.27. "Schedule" means any schedule referred to in clause 2.5;
- 1.2.28. "Service Call" means the logging of a call to Vesta's Call Management System to report a Fault or to request Support Services;
- 1.2.29. "Services" means the Support Services;
- 1.2.30. "Service Provider" means Vesta Technical Services and its approved partners.
- 1.2.31. "Site" means the Municipality's site so described in any Schedule;
- 1.2.32. "Special Conditions of Contract" shall be supplementary to that of the General conditions of contract;
- 1.2.33. "System" means an information technology system comprising hardware, software or a combination of hardware and software and so designated as a system in any Schedule to this Agreement;
- 1.2.34. "Updates" means the Object Code of software which is developed specifically for the purpose of correcting errors or fixing bugs in a specific software program, and which is installed into the software program being updated, as well as any related End User Documentation;
- 1.2.35. "Upgrade" means the Object Code of software which is developed specifically for the purpose of improving existing functionality in, or adding limited new functionality to a specific software program, and which is installed into the software program being upgraded, as well as any related End User Documentation.
- 1.2.36. "VAT" means value added tax in terms of the Value Added Tax Act, No. 89 of 1991, as amended;
- 1.2.37. "Vesta" means VESTA TECHNICAL SERVICES (PTY) LTD a company duly registered and incorporated with limited liability under the company laws of the Republic of South Africa under registration number no 2001/015997/07, and having its principal place of business at Vesta House, Tuscan Gardens Office Park, 168 14th Road, Noordwyk, Midrand, Republic of South Africa;

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- 1.3. any reference in this Agreement to "date of signature hereof" shall be read as meaning a reference to the date of the last signature of this Agreement;
- 1.4. any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time;
- 1.5. if any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement;
- 1.6. when any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday;
- 1.7. where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 1.8. expressions defined in this Agreement shall bear the same meanings in schedules or annexures to this Agreement which do not themselves contain their own definitions;
- 1.9. reference to day/s, month/s or year/s shall be construed as Gregorian calendar day/s, month/s or year/s;
- 1.10. where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in this interpretation clause;



1.11. any reference in this Agreement to a party shall, if such party is liquidated or sequestrated, be applicable also to and binding upon that party's liquidator or trustee, as the case may be.

2. SCHEDULES

The Parties agree that:

- 2.1. this Agreement is a master agreement and, accordingly, that its terms shall apply to each Schedule appended to this Agreement from time to time;
- 2.2. no Schedule shall be of any force or effect between the Parties until it has been signed by duly authorised representatives of each of them;
- 2.3. each Schedule signed between the Parties shall be appended to this Agreement;
- 2.4. each Schedule may contain its own terms and conditions which shall be read in conjunction with these terms and conditions, and in the event of any conflict, the terms of the Schedule shall prevail;
- 2.5. the Schedules are:
 - 2.5.1 Schedule A: License Agreements
 - 2.5.2 Schedule B: Service Level Agreements
 - 2.5.3 Schedule C: Service Fees and Charges
 - 2.5.4 Schedule D: Special Conditions of Contract
 - 2.5.5 Schedule E: General Conditions of Contract
 - 2.5.6 Schedule F: Project Implementation Plan
- 2.6. termination of any one Schedule by effluxion of time or otherwise, shall not affect the continued operation of this Agreement or any other Schedule to it.

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3. DURATION AND PAYMENT

- 3.1. The duration of the service level agreement entered into by and between the successful bidder in terms of the Special Conditions of Contract (RT25-2016) and the Municipality will be for a period not exceeding 60 (sixty) months from date of signing the service level agreement subject to the provisions of Section 33 of the Municipal Finance Management Act, 2003.
- 3.2. This Contract shall commence on the effective date and shall endure for a period of **3 (Three) Years** as per the transversal tender procured by the National Treasury under bid number: RT25 2016, unless terminated earlier in terms of the provision of this agreement. As from the commencement of this Contract any party has the right to terminate this agreement only in terms of the provisions of this agreement.
- 3.3. Nothing in this agreement shall be construed as creating any expectation that this agreement will be renewed for a further terms or period. No statement, promises or the like from any official of the Municipality regarding further renewals of this contract shall bind the Municipality, unless same are contained in a written agreement signed by the Municipal Manager or duly authorised representative of the Municipality.
- 3.4. The Municipality shall reserve an amount of **R6,496,511.00**, which amount is VAT and contingencies inclusive for payment of the Procurement of an Integrated Financial Management System and Internal Control System as procured by National Treasury under Bid Number: RT25 2016.
- 3.4.1 The funds as security for the amount referred to in paragraph 3.4 hereinabove shall be certified in writing as being available by the Chief Financial Officer of the Municipality.
- 3.5. Although the Project amount is as stipulated above this money is not due to the Service Provider on the award of the tender. Payments shall be made on a monthly basis, of completion on each pay item as clearly captured by schedule D attached hereto and further on those terms and conditions as referred to in terms of clause 16.2 to 16.4 of the General Conditions of Contract.

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- 3.6. The Municipality will be required, upon receipt of a report from the Service Provider following its GAP analysis report, to provide an instruction of Approval and Continuance alternatively Approval and Halt or make a decision of Non-Approval which instruction or decision will have the implication and effect as outlined in the definition above.
- 3.7. The Municipality shall pay amounts due on timeously submitted correct invoices, within 30 (Thirty) days of receipt of such invoice by the Municipality.
- 3.8. The Municipality shall be entitled to withhold payment on timeously submitted invoices of any amount claimed where there are legitimate queries outstanding or where proof of having performed the services, or a part thereof, has not been supplied as required below.
- 3.9. The Municipality will be required to consider and evaluate timeously submitted correct invoices within a period of 7 days where-after they will notify the service provider of any disputed items and / or aspects thereof. The Service Provider will then be afforded the opportunity to resubmit these invoices for consideration of payment by the Municipality.

4. **SERVICES**

4.1 Support Services:

4.1.1 Vesta shall provide the Support Services contained in Schedules A to the Municipality.

4.1.2 The Support Services do not cover:

4.1.2.1 the supply or replacement of expendable items such as supplies, tape or disk media, printer bands, print heads, batteries, toner, ribbons or similar items;

4.1.3 Repair of Faults:

4.1.3.1 in a release of a software product which is not the current release or the immediately preceding release;

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- 4.1.3.2 resulting from accidents, misuse, negligence or failure by the Municipality to follow instructions for proper use, care and cleaning of products;
 - 4.1.3.3 resulting from external factors such as flooding, fire, lightning, Acts of God, failure or fluctuation of electrical power or air conditioning;
 - 4.1.3.4 resulting from the installation, commissioning, alteration, repair (including any attempt to repair) or use of products by persons who have not been appropriately and properly trained to install, commission, alter, repair or use the products;
 - 4.1.3.5 resulting from the Municipality's failure to install any update or upgrade to any product as specified in writing by Vesta;
 - 4.1.3.6 resulting from the Municipality's failure to install, use or store any product within any minimum hardware, software, environmental or configuration specifications specified by the manufacturer or licensor or as advised by Vesta.
- 4.1.4 Should Vesta be required to provide support to the Municipality to fix or correct errors, malfunctions or problems as described in clause 4.1.1, then Vesta will provide such support on prior approved orders issued by the Municipality charging on a time and materials basis at Vesta's then current standard rates as per Schedule C, and subject to the availability of necessary resources.

5. **APPOINTMENT**

5.1 This appointment and any term of this agreement shall be subject to the provisions of the General Conditions of Contract, and the Special Conditions of Contract which are attached hereto and specifically incorporated herein in totality by reference thereto and marked as Schedule D (Special Conditions of Contract) and Schedule E (General Conditions of Contract).

5.2 The Municipality hereby appoints the Service Provider to provide the Services, subject to the terms and conditions contained in this Agreement, which appointment the Service Provider hereby accepts.

The Service Provider shall be the sole provider of the Services for the duration of this Agreement during which period the Municipality shall not appoint any other party(ties) to provide the Services.

6. **PROGRAMME**

6.1 The Programme for the performance of Services and implementation thereof is attached hereto and marked as Schedule F.

6.2 Whenever such a programme is amended or revised or updated, the Service Provider shall submit it to the Municipality for approval. The programme for the performance of the Services shall, *inter alia*, include:

- 6.2.1 the order and timing of Services by the Service Provider;
- 6.2.2 the dates by which the Service Provider plans to complete work needed to allow the Municipality and Others to undertake work required of them;
- 6.2.3 the planned completion of the Services or part thereof in relation to the Period of Performance; and
- 6.2.4 Other information as required in terms of the Scope of Work or tender, if any.

6.3 Whenever such a programme is amended or revised or updated such

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programme will be submitted to the Municipality. The Municipality will have 7 days to approve such amendment or revision or update failing which same will be considered to be an approval.

6.4 The Municipality may, during the course of the Contract, request the Service Provider to amend the programme. Where this is not practical, the Service Provider shall advise the Municipality accordingly and advise of alternative measures, if any, which might be taken.

6.5 The Service Provider shall update the programme at intervals not exceeding 30 days or whenever changes in the Period of Performance are changed by the Municipality, such changes must be recorded, incorporated and approved in the Programme by the Service Provider.

7. CHANGE MANAGEMENT

7.1 Should either Party wish to make any amendment or alteration to the Services, that Party shall prepare a Change Order which shall specify the following:

- 7.1.1 the Party's name and contact details;
- 7.1.2 the date of the Change Order;
- 7.1.3 a description of the proposed amendment or alteration;
- 7.1.4 the reason for making the proposed amendment or alteration;
- 7.1.5 when the Party requires the Change Order to be implemented.

7.2 Vesta shall allocate a unique number to each Change Order and shall promptly undertake an exercise to determine the impact (including any knock-on effect) of the proposed amendment or alteration on:

- 7.2.1 the continued provision of the balance of the Services;
- 7.2.2 resources; and
- 7.2.3 fees and charges including any cancellation fees.

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- 7.3 Vesta shall incorporate the outcome of the impact assessment into the Change Order and present it to the Municipality for consideration.
- 7.4 No Change Order shall be of any force or effect until it is signed by duly authorised representatives of each of the Parties.
- 7.5 Should the municipality request any interfacing to any other systems utilised or envisaged to be utilised other than systems incorporated in the RT25 Tender, Vesta will take no liability of the non-performance of such service provider.
- 7.6 The municipality will be responsible to manage the interfacing process and will ensure equal effort to interface by both parties throughout the process.
- 7.7 Should the service provider fail to provide equal effort Vesta reserve the right to withdraw from such effort three months before 1 July 2017 to ensure compliance with the mSCOA legislated implementation date.

8. **FEES AND PAYMENT TERMS**

Payment in respect of Services shall be made strictly in terms of the provisions of the Special Conditions of Contract (Schedule D) and General Conditions of Contract (Schedule E).

Payment for the "Once off license fees" and hardware are payable within 7 (seven) days of signature of the service level agreement by both parties.

8.1 Unless expressly stated to the contrary in Schedule C in respect of any specific fees or charges, all fees and charges specified in this Agreement are inclusive of VAT – **R6,496,511.00**

8.2 Fees and charges escalation:

8.2.1 Fees shall escalate as follows:

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8.2.1.1 all labour and license related charges shall escalate in terms of the Special Conditions of Contract (Schedule D) (clause 21.4 to 21.4.3).

8.2.2 Fees and charges for all product related Service fees and charges as follows:

8.2.2.1 should the supplier of these products increase the cost of their product pricing to Vesta, then the increase to the Municipality shall be limited to the increase percentage given to Vesta by the supplier.

8.2.2.2 Should the cost of products change due to the exchange rate then Vesta is entitled to change the fees accordingly.

8.3 All fees and charges which become due under this Agreement shall be payable by the Municipality to Vesta free of exchange, set-off and any other deduction, at its bankers in Johannesburg, as follows:

- 8.3.1 name of bank: Standard Bank ;
- 8.3.2 branch name and code: Midrand - 001155;
- 8.3.3 account holder: Vesta Technical Services (Pty) Ltd;
- 8.3.4 account number: 411 392 417,

and payment shall not have been effected until the funds have been cleared to and received by Vesta's bankers.

8.4 Interest on overdue payments shall be calculated at the rate quoted by Vesta's Bankers as its prime overdraft rate plus two from time to time, and will be calculated and compounded monthly in arrears from due date until the date payment is received by Vesta. For the purposes of this Agreement, a certificate under the hand of any manager of Vesta's Bankers (whose appointment it shall not be necessary to prove) certifying the prime overdraft rate shall be conclusive proof of the facts contained in the certificate, in the absence of manifest error.

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8.5 Vesta shall be entitled to suspend the provision of Services until such time as all overdue amounts have been paid in full.

9. **ERRORS, DELAYS AND SUSPENSION OF SERVICES**

9.1 The Service Provider shall advise the Municipality immediately should they become aware of any errors in the data, compatibility problems with the data or any other circumstances which will, or may be likely to cause any delays in the timeous rendering of the services.

9.2 The Municipality may temporarily suspend all or part of the Services should compelling reasons for same arise by notice to the Service Provider who shall immediately make arrangements to stop the performance of the Services and minimise further expenditure of disbursements and fees.

9.3 When Services are suspended, the Service Provider shall be entitled to payment for the Services carried out and reimbursement of all reasonable cost incidental to the prompt and orderly suspension of the Contract, plus a surcharge of one tenth of the full fee which would have been payable to the service provider had the services been completed to the finalization of that particular stage.

9.4 The period of suspension is not to exceed 14 (fourteen) days and in the event of such duration of suspension the termination clauses as contained in this agreement may be invoked.

10. **USE AND RETENTION OF DATA**

10.1 The Service Provider shall not use or allow the use of the data for any purposes other than the performing of the services and shall not be entitled to retain the data or copies of the statements, nor any extracts from the data or statements beyond the period for which it is necessary in order to render the services;

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10.2 The Service Provider shall have no lien, hypothec or any other right of retention over any data, disc or other property belonging to the Municipality and hereby waives, and agrees, any such rights of retention, liens or hypothecs which may be acquired during the currency of this agreement.

10.3 The Service Provider shall ensure that at the end of this agreement a proper hand over of credible data id done between itself and the new service provider and no data is lost in the process.

11. **THE MUNICIPALITY'S UNDERTAKINGS**

11.1 The Municipality undertakes to the Service Provider that:

11.1.1 it has full capacity and authority and has obtained all the necessary approvals to enter into and perform its obligations under this Agreement;

11.1.2 it shall comply with this Agreement and such other terms and conditions as the Service Provider may notify to the Municipality for the purpose of continuous and secure provision of the Services or to comply with any applicable law;

11.1.3 it shall procure that the Municipality's customers do not infringe the rights of any person, including but not limited to, Intellectual Property Rights and rights of confidentiality;

11.1.4 it shall not do anything which is unauthorized or illegal under any applicable law;

11.1.5 it shall adhere to applicable laws and obtain such permissions and approvals necessary for the Municipality to use the Services hereunder;

11.1.6 it shall discharge its obligations under this Agreement in a timely manner; and

11.1.7 all components, equipment, software and hardware provided by the Municipality and used in the course of the provision of the Services are properly licensed, to the extent that any licence may be required.

11.1.8 it shall not commit nor attempt to commit any act or omission which directly or indirectly:

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- 11.1.8.1 causes damage in any way to the Service Provider's technical infrastructure or any part thereof in the Municipality's possession;
- 11.1.8.2 causes damage in any way to the technical infrastructure of any third party supplier used by the Service Provider to provide any part of the Services;
- 11.1.8.3 impairs or precludes the Service Provider from being able to provide the Service/s in a reasonable and business-like manner;
- 11.1.8.4 constitutes an abuse or malicious misuse of the Service/s; or
- 11.1.8.5 is calculated to have the abovementioned effect. In any such event, should the Service Provider or any third party supplier used by the Service Provider to provide the Services incur expenses to remedy the situation, the Service Provider reserves the right to charge the Municipality the expenses so incurred.

12. **ACCEPTANCE PROCEDURE**

12.1 The Municipality shall accept all work done by the Service Provider within 5 (five) days when presented to it in the following manner:

12.1.1 By way of signature on the work completion note by a duly authorised persons/committee.

12.2 Should the Municipality fail to sign the work completion note as set out above, and not note a dispute around the completion of work within the allocated timeframe, the Service Provider shall be entitled to proceed in the Municipality's absence and Municipality shall be deemed to have concurred with Service Provider's results.

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12.3 Should the Municipality begin utilising any Service prior to it passing its Acceptance Tests, such utilisation shall constitute success of its associated Acceptance Tests and the Municipality shall be deemed to have accepted the Service.

13. **DISCLAIMERS AND LIMITATION OF LIABILITY**

13.1 Except as expressly provided for in this Agreement, Services are provided voetstoots (as-is) and Vesta provides no warranties, whether expressed or implied, arising by operation of law or otherwise, in respect of Services provided to the Municipality. Vesta specifically disclaims any implied warranties of fitness for a particular purpose or merchantability. All warranties given by Vesta in terms of this Agreement extend solely to the Municipality.

13.2 Vesta or its servants, agents or contractors may be held liable for any direct loss, damage or damages sustained by the Municipality, as a result of Vesta's negligent (including grossly negligent) acts or omissions or those of its servants, agents or contractors or other persons for whom in law Vesta may be liable, but under no circumstances may the value of the liability exceed the amount actually paid by the Municipality to Vesta for the specific Service (which is the subject matter of, or directly related to, the cause of action asserted) during the immediately preceding 3 (three) month period prior to the cause of action arising.

13.3 Vesta or its servants (in whose favour this constitutes a *stipulatio alteri*) will not be liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss, damage or damages of any kind whatsoever or howsoever caused (whether arising under contract, delict or otherwise and whether the loss was actually foreseen or reasonably foreseeable), sustained by the Municipality, its directors, servants, or agents, including but not limited to any loss of profits, loss of revenue, loss of operation time, corruption or loss of information and/or loss of contracts.

14. **TERMINATION FOR NO CAUSE OR AS A RESULT OF THE MUNICIPALITY'S DEFAULT**

14.1 If the Municipality terminates this Agreement without cause or should this Agreement be terminated as a result of the Municipality's default of any one or provisions of this Agreement, such termination shall be subject to the early termination penalties set out below.

14.2 The Municipality shall pay to the Service Provider an amount equal to the aggregate of:

14.2.1 an amount equal to costs and expenses already incurred but not yet invoiced in relation to completed work; and

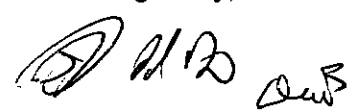
14.2.2 an amount equal to any cost that the Service Provider will incur in relation to the cancellation of agreements due to the early termination of this Agreement.

15. **CONFIDENTIALITY**

15.1 The Parties undertake to treat as strictly confidential all Confidential Information. The Parties undertake not to use the Confidential Information for any purpose other than carrying out their respective obligations in accordance with and upon the terms of this Agreement.

15.2 The receiving Party shall not -

15.1.1 disclose the Confidential Information to any person whomsoever other than the receiving Party's employees. Before revealing any Confidential Information to any such employees, the receiving Party undertakes to procure that the employees sign a similar undertaking in favour of the Designated Person and that they are aware of the confidential nature of the Confidential Information being made available to them. The receiving Party undertakes to ensure that such employees will observe and comply with their obligations in respect thereof, whether or not they are still employees of the receiving Party;



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15.1.2 directly or indirectly use for the receiving Party's benefit or the benefit of any other person the Confidential Information other than for the purposes contemplated in clause 9.1 unless any part of such Confidential Information is or becomes public knowledge and in the public domain by reason of becoming public property other than through an act or omission on the part of the receiving Party or the employees contemplated in clause 9.1. For the purposes of the foregoing:

15.1.2.1 disclosures made to the receiving Party which are specific, e.g. design practices or techniques, shall not be deemed to be within the afore-going exceptions merely because they are encompassed by general disclosures which are generally available to the public or are in the receiving Party's possession;

15.1.2.2 any combination of features shall not be deemed to be within such exception merely because individual features thereof are generally available to the public or are in the receiving Party's possession.

15.3 The receiving Party agrees to use the same standard of care (which shall not amount to less than a reasonable standard of care) in protecting the Confidential Information, as its uses to protect its own confidential information.

15.4 The receiving Party agrees to return to the Designated Person upon request or upon termination of this agreement, unless the Designated Person otherwise agrees in writing, all copies and partial copies of all Confidential Information (whether in paper or electronic format) which the receiving Party may have obtained from the Designated Person as well as all notes (whether in paper or electronic format) which the receiving Party may have prepared or may obtain as a result of the Confidential Information being made available to the receiving Party as contemplated in clause 9.1.

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16. **INFORMAL DISPUTE RESOLUTION**

Subject to the Terms and Conditions of clause 27 to 27.5 of the General Conditions of Contract.

17. **ARBITRATION**

17.1 Save in respect of those provisions of the Agreement which provide for their own remedies which would be incompatible with arbitration, a dispute which arises in regard to –

17.1.1 the interpretation of; or

17.1.2 the carrying into effect of; or

17.1.3 any of the Parties' rights and obligations arising from; or

17.1.4 the termination or purported termination of or arising from the termination of; or

17.1.5 the rectification or proposed rectification of

this Agreement, or out of or pursuant to this Agreement or on any matter which in terms of this Agreement requires agreement by the Parties, (other than where an interdict is sought or urgent relief may be obtained from a court of competent jurisdiction) shall be submitted to and decided by arbitration.

17.2 That arbitration shall be held –

17.2.1 with only the Parties and their representatives other than legal representatives, present thereat;

17.2.2 at Cape Town.

It is the intention that the arbitration shall, where possible, be held and concluded in 21 (twenty one) days after it has been demanded. The Parties shall use their best endeavours to procure the expeditious completion of the arbitration.

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- 17.3 Save as expressly provided in this Agreement to the contrary, the arbitration shall be subject to the arbitration rules of the Arbitration Foundation of South Africa.
- 17.4 The arbitrator shall be, if the matter in dispute is principally –
- 17.4.1 a legal matter, an impartial practising advocate of not less than 15 (fifteen) years standing, or an impartial admitted attorney of not less than 15 (fifteen) years standing;
- 17.4.2 an accounting matter, an impartial practising chartered accountant of not less than 15 (fifteen) years standing; and
- 17.4.3 any other matter, an independent person agreed upon between the Parties.
- 17.5 If the Parties fail to agree on an arbitrator within 3 (three) days after the arbitration has been demanded, the arbitrator shall be nominated, at the request of either of the Parties by the President for the time being of the Cape Law Society (or its successor body in Western Cape). If that person fails or refuses to make the nomination, either Party may approach the High Court of South Africa to make such an appointment. To the extent necessary, the court is expressly empowered to do so.
- 17.6 If the Parties fail to agree whether the dispute is of a legal, accounting or other nature within 3 (three) days after the arbitration has been demanded, it shall be a matter referred to in clause 17.4.2.
- 17.7 The Parties shall keep the evidence in the arbitration proceedings and any order made by any arbitrator confidential unless otherwise contemplated herein.
- 17.8 The arbitrator shall have the fullest and freest discretion with regard to the proceedings save that he shall be obliged to give his award in writing fully supported by reasons. His award shall be final and binding on the Parties to the dispute.

AD *RD* *AB* *CLB*

17.9 Furthermore the arbitrator -

17.9.1 may by notice to the Parties within 3 (three) days after his appointment, dispense wholly or in part with formal submissions or pleadings provided that the Parties are given the opportunity to make submissions;

17.9.2 shall determine the applicable procedure and shall not be bound by strict rules of evidence;

17.9.3 shall allow any Party to the arbitration to call any witnesses he determines and shall permit cross examination of witnesses;

17.9.4 shall be entitled to take equity into account and shall not be bound to decide the dispute according to the legal rights of the Parties;

17.9.5 may, in addition to any other award he may be able to make –

17.9.5.1 cancel this Agreement or any Schedule or determine that a Party has lawfully cancelled or is entitled lawfully to cancel this Agreement or any Schedule, or require specific performance, with an award of damages, but may not award cancellation of this Agreement or determine that the Agreement was lawfully cancelled or that a Party is lawfully entitled to cancel the Agreement unless the breach complained of is found by him to be a material one going to the root of the contract which cannot be compensated for by an award of damages or recoupment under any indemnity given in terms of this Agreement;

17.9.5.2 "make the contract" between the Parties by completing any gaps in the Agreement or by determining any matter which has been or is left to be agreed upon by the Parties and on which they have not reached agreement;

17.9.5.3 take into account the practicality or otherwise of ordering the continuance of any legal relationship between disputants;

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17.9.5.4 award interest with effect from any date, and on any other basis, he considers appropriate in the circumstances;

17.9.6 shall make such order as to costs as he deems just.

17.10 Either Party shall be entitled to have the award made an order of court of competent jurisdiction.

17.11 Any dispute shall be deemed to have been referred or subjected to arbitration hereunder when either Party gives written notice to the other of the dispute, demands arbitration and requests agreement on an arbitrator.

17.12 The provisions of this clause are severable from the rest of this Agreement and shall remain in effect even if this Agreement is terminated for any reason.

17.13 The Parties shall keep the evidence in the arbitration proceedings and any order made by any arbitrator confidential unless otherwise contemplated herein.

17.14 The arbitrator shall have the power to give default judgment if any Party fails to make submissions on due date and/or fails to appear at the arbitration.

18. **RESTRAINT**

The Municipality hereby undertakes to and in favour of Vesta that it will not at any time during the currency of this Agreement and for a period of 12 (twelve) months after this Agreement has terminated (for any reason whatsoever), and whether directly or indirectly:

18.1 make any offer of employment to; or

18.2 accept any request for employment by; or

18.3 in any manner whatsoever solicit, procure or engage the services of,

Handwritten signatures and initials, including a large signature and the initials 'A', 'B', and 'CUB'.

any person who was at any time during the currency of this Agreement an employee of Vesta without the prior written consent of Vesta.

19. **DOMICILIUM CITANDI ET EXECUTANDI**

19.1 The Parties choose as their *domicilia citandi et executandi* for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses:

VESTA TECHNICAL SERVICES (PTY) LTD.:

Physical: Vesta House
Tuscan Gardens Office Park
168 14th Road
Noordwyk
Midrand
Postal: PO Box 6295
Midrand
1685
Telefax: (011) 314 8182
E-mail: dewald@dmbh.co.za

CAPE AGULHAS LOCAL MUNICIPALITY:

Physical: 1 Dirkie Uys Street, Bredasdorp
Physical: PO Box 51, Bredasdorp, 7280
Tel: 028 425 5500
Fax: 028 425 1019
E-mail: hannesv@capeagulhas.gov.za and info@capeagulhas.gov.za

19.2 Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing but it shall be competent to give notice by telefax or e-mail.

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19.3 Either Party may by notice to the other Party change the physical address chosen as its *domicilium citandi et executandi* to another physical address where postal delivery occurs in the Republic of South Africa or its postal address or its telefax number or e-mail address, provided that the change shall become effective on the 7th (seventh) business day from the deemed receipt of the notice by the other Party.

19.4 Any notice to a Party –

19.4.1 sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to it at an address chosen as its *domicilium citandi et executandi* to which post is delivered shall be deemed to have been received on the 7th (seventh) business day after posting (unless the contrary is proved);

19.4.2 delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its *domicilium citandi et executandi* shall be deemed to have been received on the day of delivery; or

19.4.3 sent by telefax to its chosen telefax number stipulated in clause 19.1, shall be deemed to have been received on the date of despatch (unless the contrary is proved); or

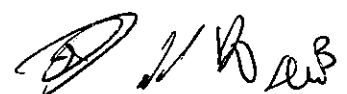
19.4.4 sent by e-mail to its chosen e-mail address stipulated in clause 19.1, shall be deemed to have been received on the date of despatch (unless the contrary is proved).

19.5 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.



20. **FORCE MAJEURE**

If *vis major* or *force majeure* or *casus fortuitus* ("the interrupting circumstances") cause delays in or failure or partial failure of performance by a Party of all or any of its obligations hereunder, this Agreement, or as the case may be, the affected portion thereof shall be suspended for the period during which the interrupting circumstances prevail, but if they affect any material part of the Agreement only for a maximum period of 90 (ninety) days where after any affected Party shall be entitled on 14 (fourteen) days' written notice to cancel this Agreement. Written notice of the interrupting circumstances specifying the nature and date of commencement thereof shall be despatched by the Party seeking to rely thereon (on whom the onus shall rest) to the other/s as soon as reasonably possible after the commencement thereof. Written notice of the cessation of the interrupting circumstances shall be given by the Party who relied thereon within 2 (two) days after such cessation. No Party shall subsequently be obliged to comply with the obligations suspended during such period. The Party whose performance is interrupted by the interrupting circumstances shall be entitled, provided that such Party shall give notice to that effect with the written notice of the interrupting circumstances as provided above, to extend the period of this Agreement by a period equal to the time that its performance is so prevented. For the purposes hereof *vis major* and *force majeure* include acts or omissions of any government, government agency, provincial or local authority or similar authority (other than the Municipality), any laws or regulations having the force of law, civil strife, riots, insurrection, sabotage, acts of war or public enemy, illegal strikes, interruption of transport, lockouts, inability on the part of Vesta as a result of *force majeure* of the nature contemplated in this clause to obtain any goods or materials from the supplier or contemplated supplier thereof, combination of workmen, prohibition of exports, rationing of supplies, flood, storm, fire or (without limitation *eiusdem generis*) any other circumstances beyond the reasonable control of the Party claiming *force majeure* or *vis major* and comprehended in the terms *force majeure* or *vis major*.



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21. **SEVERABILITY**

Any provision in this Agreement which is or may become illegal, invalid or unenforceable in any jurisdiction affected by this Agreement shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated *pro non scripto* and severed from the balance of this Agreement, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

22. **CESSION**

Neither party may not cede, delegate, assign, or in any other manner dispose of any of its rights or obligations in terms of this Agreement, without the prior, written consent of the other party.

23. **WHOLE AGREEMENT, NO AMENDMENT**

23.1 This Agreement constitutes the whole Agreement between the Parties relating to the subject matter hereof.

23.2 No amendment or consensual cancellation of this Agreement or any provision or term hereof or of any Agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this Agreement or of any agreement, bill of exchange or other document issued pursuant to or in terms of this Agreement shall be binding unless recorded in a written document signed by the Parties (or in the case of an extension of time, waiver or relaxation or suspension, signed by the Party granting such extension, waiver or relaxation). Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.



23.3 No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement or any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement, shall operate as an estoppel against any Party in respect of its rights under this Agreement, nor shall it operate so as to preclude such Party thereafter from exercising its rights strictly in accordance with this Agreement.

24. **COSTS**

Each Party shall bear its own costs relating to the negotiation and execution of this Agreement.

25. **SIGNATURES**

SIGNED by the parties and witnessed on the following dates and at the following places respectively:

For: **VESTA TECHNICAL SERVICES (PTY) LTD**


NAME: AD Pretorius SIGNATURE: 

DATE: 20/03/17. PLACE: Pretoria

WITNESS:

NAME: D.N. Beukes SIGNATURE: 

For: **CAPE AGULHAS LOCAL MUNICIPALITY**

NAME: Dal O'NEIL SIGNATURE: 

DATE: 15/03/17 PLACE: Bredasdorp

WITNESS:

NAME: P.J. van der Merwe SIGNATURE: 

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SCHEDULE A :
LICENSE AGREEMENTS

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SCHEDULE A[1] – FINANCIAL MANAGEMENT SYSTEM (FMS)
LICENCING, MAINTENANCE AND SUPPORT AGREEMENT

1. GENERAL

- 1.1. This Schedule is a schedule to the Master Services Agreement between Cape Agulhas Local Municipality and Vesta Technical Services and, accordingly, the terms of the Master Services Agreement shall apply, *mutatis mutandis*, to this Schedule.
- 1.2. This Schedule shall not be of any force or effect between the Parties until it has been signed by duly authorised representatives of each of them.
- 1.3. Once duly signed, this Schedule shall become a separate agreement between the Parties upon the terms of the Master Services Agreement.
- 1.4. This Schedule contains terms and conditions which shall be read in conjunction with terms and conditions of the Master Services Agreement, and in the event of any conflict, the terms of this Schedule shall prevail.
- 1.5. Termination of this Schedule by efflux-ion of time or otherwise, shall not affect the continued operation of the Master Services Agreement or any other Schedule to it.

1.6. The Commencement Date of this Schedule is 13 March 2017

(Handwritten initials and signature)
W B
JWB

2. FMS SOFTWARE


2.1 Software Licence

2.1.1. In return for the payment of the once-off licence fee referred to in Schedule C, and subject always to the terms of the Master Services Agreement, Vesta hereby grants the Municipality a personal, non-exclusive, non-transferable licence to use the FMS Software at the Site for a period of 3 (three) years for the purposes of processing the Municipality's own internal data.

(Handwritten initials and signature)
W B
JWB

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- 2.1.2. The License caters for the Municipality having up to **27** concurrent users accessing the System. The pricing in the annexure is based as per RT25 and may be adjusted based on the amount of actual users.
- 2.1.3. Without detracting from the limitations of the license described in clause 2.1.1, the Municipality shall not be entitled to use the FMS Software to offer data processing or application service provider services to third parties, including, but not limited to timesharing, facilities management, outsourcing or service bureau use or any other third party commercial purpose for gain or otherwise.
- 2.1.4. The Municipality may make 2 (two) complete copies of the FMS Software, and retain 1 (one) such copy for back-up purposes, and 1 (one) such copy for disaster-recovery purposes.
- 2.1.5. The Municipality undertakes:
- 2.1.5.1. to ensure that each copy (including any partial copy) of the FMS Software made by the Municipality shall bear all trademarks, trade names and all copyright, ownership, proprietary and confidentiality notices as are included on the original, and that it shall not cause nor allow any such mark, name or notice to be altered, obscured or removed in any way or manner; and
 - 2.1.5.2. not to in any way de-compile, disassemble or reverse engineer the whole or any part of the FMS Software;
 - 2.1.5.3. not to translate, adapt, vary, or modify the FMS Software, or have any software or other program written or developed for itself based on the FMS Software or any Confidential Information.
- 2.1.6. The Municipality hereby irrevocably undertakes and agrees that upon termination of this licence for whatever reason, it shall:
- 2.1.6.1. immediately cease all use of the FMS Software; and



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2.1.6.2. immediately de-install the original and every copy (including partial copy) of the FMS Software from any CPU (or other hardware) on which the Municipality has installed it or caused it to have been installed; and

2.1.6.3. at the option of Vesta, either:

(a) return the original and every copy (including partial copy) of the FMS Software to Vesta by delivering it to the physical address of Vesta's chosen address for notice; or

(b) destroy the original and every copy (including partial copy) of the FMS Software and certify their destruction in writing by way of notice from the Municipality's chief executive officer.

2.1.7. All FMS Software, including Updates, Upgrades and New Versions, licensed by Vesta to the Municipality, shall be licensed upon these terms. No other terms shall be binding on Vesta, whether contained in any order or other document submitted by the Municipality prior or subsequent to the Commencement Date and regardless of any action or omission by Vesta in relation to such order or document.

2.1.8. Any breach by the Municipality of any provision of this clause 2.1 shall be deemed to be a material breach of the Master Services Agreement.

2.2. Software Maintenance

2.2.1 The annual software maintenance includes:

2.2.1.1. Unlimited Help Desk services between the hours of 07:30 and 16:30 every weekday, excluding weekends and public holidays;

2.2.1.2. The sponsoring of the venues for the three User Group meetings to be held per annum;

2.2.1.3. The provision of secretarial services at the User Group meetings;

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2.2.1.4. The analysis and workshopping of the functional changes to the Phoenix ERP system as identified and required by the User Group;

2.2.1.5. The implementation of functional changes at Phoenix ERP customer.

2.2.2. The annual software maintenance fee payable for the FMS Software licensed by Vesta to the Municipality shall be as specified in Schedule C.

2.2.3. The fees for the maintenance of the FMS Software shall escalate *mutatis mutandis* in accordance with the provisions of clause 6.3 of the Master Services Agreement.

2.3. Software support service

2.3.1 The annual software support service fee caters for the Municipality receiving all Upgrades, Updates and New Releases of the FMS Software as and when released by Vesta. These upgrades, updates and new releases will be driven by:

2.3.1.1. legal requirements;

2.3.1.2. new releases of 3rd party software;

2.3.1.3. Vesta improving the system through identifying and developing new functionality;

2.3.1.4 Vesta improving the system through enhancing the end-user interface; and

2.3.1.5 fixes for any system faults that are encountered and reported by customers.

2.3.2. Any custom development or custom reports required by the Municipality that do not fall under the above-mentioned upgrades, updates and new releases will be handled as separate projects, and Vesta will provide the Municipality with quotes for their development, for the 's acceptance.

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2.3.3. The annual software maintenance fee payable for the FMS Software licensed by Vesta to the Municipality shall be as specified in Schedule C.

2.3.4. The fees for the support service of the FMS Software shall escalate *mutatis mutandis* in accordance with the provisions of clause 6.3 of the Master Services Agreement

2.4. Warranty

2.4.1. Vesta warrants that the media on which the FMS Software is contained will be free of defects in material and workmanship and that the FMS Software will operate substantially in accordance with the End User Documentation for a period of 90 (ninety) days from the Commencement Date.

2.4.2. Should any defect arise during the warranty period, the Municipality must immediately notify Vesta in writing describing the defect. Vesta shall at its option repair or replace the defective media or FMS Software.

2.4.3. Vesta does not warrant that the Software will:

2.4.3.1. operate error free or that every error will be or needs to be corrected; or

2.4.3.2. meet the Municipality's requirements not expressed in the End User Documentation; or

2.4.3.3. operate in every combination selected for use by the Municipality.

2.4.4. The warranties provided in this clause 2.4 shall fall away and not apply where the FMS Software:

2.4.4.1. is not used or stored within the minimum hardware, software, environmental or configuration specifications

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laid down by Vesta from time to time in the End User Documentation or as advised by Vesta;

2.4.4.2. is installed, commissioned or used by persons who have not been appropriately and properly trained to install, commission or use the software;

2.4.4.3. has been modified, altered or repaired (including any attempt at same) by anyone other than Vesta; or

2.4.4.4. is misused or abused.

2.4.5. Whilst all reasonable care has been taken to exclude known viruses from the media on which the FMS Software is supplied, no warranty is given that the Software is virus-free.

SIGNED by the parties and witnessed on the following dates and at the following places respectively:

For: **VESTA TECHNICAL SERVICES (PTY) LTD**

NAME: AD Presorius SIGNATURE: 

DATE: 20/03/17. PLACE: PRETORIA

WITNESS:

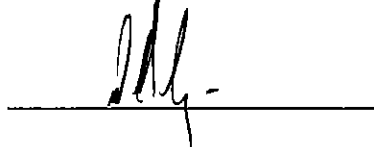
NAME: D.N. Beukes SIGNATURE: 

For: **CAPE AGULHAS LOCAL MUNICIPALITY**

NAME: DG O'NEILL SIGNATURE: 

DATE: 15/03/17 PLACE: Bredasdorp

WITNESS:

NAME: P.J. van Dijk SIGNATURE: 

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SCHEDULE A[2] – FINANCIAL MANAGEMENT SYSTEM (FMS)
INSTALLATION AND COMMISSIONING OF SYSTEM FOR
CAPE AGULHAS LOCAL MUNICIPALITY

1 GENERAL

- 1.1 This Schedule is a schedule to the Master Services Agreement between Cape Agulhas Local Municipality and Vesta Technical Services and, accordingly, the terms of the Master Services Agreement shall apply, *mutatis mutandis*, to this Schedule.
- 1.2 This Schedule shall not be of any force or effect between the Parties until it has been signed by duly authorised representatives of each of them.
- 1.3 Once duly signed, this Schedule shall become a separate agreement between the Parties upon the terms of the Master Services Agreement.
- 1.4 This Schedule contains terms and conditions which shall be read in conjunction with terms and conditions of the Master Services Agreement, and in the event of any conflict, the terms of this Schedule shall prevail.
- 1.5 Termination of this Schedule by efflux-ion of time or otherwise, shall not affect the continued operation of the Master Services Agreement or any other Schedule to it.
- 1.6 The Commencement Date of this Schedule is 13 March 2017.

2 INSTALLATION AND COMMISSIONING OF SYSTEM

2.1 The following services will be provided as part of the installation and commissioning of the Phoenix ERP for the Cape Agulhas Local Municipality.

2.1.1 Status assessment

2.1.1.1 Drafting of a project plan;

2.1.1.2 Performing a GAP analysis and producing a GAP analysis document;

Contract	Master Service Level Agreement	mSCOA
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- 2.1.1.3 Conducting workshops for prioritising of GAP items identified;
- 2.1.1.4 Conducting business process workshops.

2.1.2 Requirement assessment

- 2.1.2.1 Assessment of requirements as identified by prioritization of GAP items;
- 2.1.2.2 Updating project plan as required;
- 2.1.2.3 Scheduling of resources.

2.1.3 Change management

- 2.1.3.1 Creating awareness of the change being brought about;
- 2.1.3.2 Eliciting support and participation;
- 2.1.3.3 Imparting information on the change to increase knowledge and influence behaviour;
- 2.1.3.4 Implementing the change and highlighting the improvements in performance;
- 2.1.3.5 Building a competence around the change.

2.1.4 Customization and setup

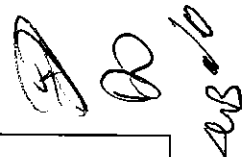
- 2.1.4.1 Configuring the ERP to close the GAPS as prioritised;
- 2.1.4.2 Building data migration tools;
- 2.1.4.3 Migrating the data;
- 2.1.4.4 Verifying the unbundled mSCOA chart and resolving any issues;
- 2.1.4.5 Customisation according to identified business requirements;
- 2.1.4.6 Customisation for integration with external system.

2.1.5 Testing

- 2.1.5.1 Performing functional testing;
- 2.1.5.2 Performing stress testing;
- 2.1.5.3 Performing user acceptance testing.

2.1.6 Training

- 2.1.6.1 Operational training of municipal officials.

Handwritten initials and signature:



2.1.7 **Handholding**

2.1.7.1 Providing post implementation support.

2.1.7.2 The once-off fees payable for the services as identified above to be rendered shall be as specified in Schedule C.

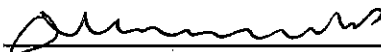
SIGNED by the parties and witnessed on the following dates and at the following places respectively:

For: **VESTA TECHNICAL SERVICES (PTY) LTD**

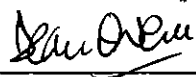
NAME: A.D. Pretorius SIGNATURE: 

DATE: 20/03/17 PLACE: Pretoria

WITNESS:

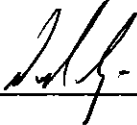
NAME: D.N. Bentes SIGNATURE: 

For: **CAPE AGULHAS LOCAL MUNICIPALITY**

NAME: Dal O'NEILL SIGNATURE: 

DATE: 15/03/17 PLACE: BREDASDORP

WITNESS:

NAME: P.J. van der Merwe SIGNATURE: 

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SCHEDULE B :
SERVICE LEVEL AGREEMENTS

Contract	Master Service Level Agreement	mSCOA
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SCHEDULE B[1] – FINANCIAL MANAGEMENT SYSTEM (FMS)

SERVICE LEVEL AGREEMENT

1. GENERAL

- 1.1. This Schedule is a schedule to the Master Services Agreement between Cape Agulhas Local Municipality and Vesta Technical Services and, accordingly, the terms of the Master Services Agreement shall apply to this Schedule.
- 1.2. This Schedule shall not be of any force or effect between the Parties until it has been signed by duly authorised representatives of each of them.
- 1.3. Once duly signed, this Schedule shall become a separate agreement between the Parties upon the terms of the Master Services Agreement.
- 1.4. This Schedule contains terms and conditions which shall be read in conjunction with terms and conditions of the Master Services Agreement, and in the event of any conflict, the terms of this Schedule shall prevail.
- 1.5. Termination of this Schedule by efflux-ion of time or otherwise, shall not affect the continued operation of the Master Services Agreement or any other Schedule to it.
- 1.6. The Commencement Date of this Schedule is 1 July 2017 .

2 PRINCIPAL PERIOD OF MAINTENANCE (PPM)

The PPM during which Support Services will be provided by Vesta to the Municipality for the Systems, will be the hours of business of the Municipality. These hours are:

Monday to Friday 07:45 to 16:30

An after-hours support number will be available for emergencies.

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3 SERVICE CALLS

- 3.1 Should the Municipality experience a Problem with the Financial Management System or require Support Services, the Municipality shall place a Service Call with Vesta's web-based Call Management System, providing full details of:
 - 3.1.1 the Fault experienced, including any error messages generated by the System;
 - 3.1.2 the activities taking place on the System at the time the Fault was experienced;
 - 3.1.3 any time delays experienced in the processing of transactions on the System;
 - 3.1.4 the anticipated Fault Priority for the Service Call;
 - 3.1.5 contact details of the person logging the Service Call; or
 - 3.1.6 the detail of the support service required.

- 3.2 Automated notifications or alerts generated by the Financial Management System should also be directed to and placed with Vesta's web-based Call Management System.

- 3.3 Vesta's web-based Call Management System will allocate a unique Service Call reference number to each Service Call placed by the Municipality and advise the Municipality of same either at the time the Service Call is placed, or when Vesta support staff respond to the Service Call.

- 3.4 When problems are reported that, when investigated, prove to not be system related but rather due to user error, these will be reported as such, and Vesta will provide the Municipality with quotes for their resolution, for the Municipality's acceptance.

4 REMOTE AND ON-SITE SUPPORT

In the provision of Support Services, and at its discretion, Vesta may respond to a Service Call either by way of:

- 4.1 remote telephone modem access to the Municipality's System; or

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4.2 accessing the Municipality's System on site; or

4.3 by a combination of remote and on site access to the Municipality's System.

5 CALL PRIORITIES

When logging a call on the CMS the user should indicate the type of call being logged.

The valid types are:

- Modification (A change to the system which could include new functionality, integration to new third party software, etc);
- Data request (A request to provide data in a specified format, which could be a report or a data file. Could also be a request to load data to the database);
- Query (Assistance required to resolve a query);
- Problem (Relates to a system problem being encountered).

For each of these types the priority level should also be indicated. For the first three call types (modification, data request and query) the priority will indicate the order in which the user wishes these calls to be addressed.

For the fourth call type (problem) the priority levels will have the following meaning.

5.1 Priority 1

The entire System or a component of the System has failed or is unable to process the Municipality's transactions and the Municipality's users or customers are severely inconvenienced or impacted by this.

5.2 Priority 2

The Municipality is able to process transactions using the System, however, the time taken by the System to process those transactions has been dramatically diminished from the norm and the Municipality's users or customers are moderately inconvenienced or impacted by this.

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5.3 Priority 3

Cosmetic or minor problems which do not affect the System's ability to process the Municipality's transactions, and the Municipality's users or customers are slightly inconvenienced or impacted by this.

6 RESPONSE TIME

Vesta shall respond to service calls logged as a 'Problem' type and placed during the PPM within 2 hours of the Service Call being placed, and shall respond to these Service Calls placed outside of the PPM within 12 hours of the Service Call being placed.

In responding to a Service Call, Vesta will take full details of the reason for the Service Call and advise the Municipality of the responsible engineer to whom the Service Call will be allocated.

7 FAULT RESOLUTION

In providing Support Services for the various 'Problem' Fault Priorities reported, Vesta shall do the following:

7.1 Fault Priority 1

For a Fault Priority 1, Vesta shall provide a fix or work around (either permanent or temporary) to correct the Fault within 4 hours (calculated during the PPM) of the Service Call being placed. In the event where the fault is of such nature that it cannot be resolved in 4 hours Vesta will provide the Municipality with a plan listing the steps and associated timeframes in order for the Fault to be resolved. The timeframes specified in the plan will become the SLA for that particular Fault.

7.2 Fault Priority 2

For a Fault Priority 2, Vesta shall provide a temporary fix or work around (either permanent or temporary) to correct the Fault within 8 hours (calculated during the PPM) of the Service Call being placed.

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Contract	Master Service Level Agreement	mSCOA
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7.3 Fault Priority 3

For a Fault Priority 3, Vesta shall provide a permanent fix to correct the Fault within 5 days (calculated during the PPM) of the Service Call being placed.

8 ESCALATION

8.1 All Service Calls placed by the Municipality for any Fault will be notified to the manager in charge of Vesta's web-based Call Management System.

8.2 All Service Calls placed by the Municipality for any Fault will be escalated to the director responsible for Vesta's web-based Call Management System in the event that:

8.2.1 Vesta has been unable to substantially complete a temporary fix or work around for the Municipality within 3 hours (calculated during the PPM) of the Service Call being placed for a Fault Priority 1;

8.2.2 Vesta has been unable to substantially complete a temporary fix or work around for the Municipality within 7 hours (calculated during the PPM) of the Service Call being placed for a Fault Priority 2;

8.2.3 Vesta has been unable to substantially complete a temporary fix or work around for the Municipality within 4 days (calculated during the PPM) of the Service Call being placed for a Fault Priority 3.

8.3 When Service Calls are escalated the Parties shall, at their discretion, hold escalation meetings between them until such time as the Service Call has been resolved. These escalation meetings:

8.3.1 will have a frequency based upon the criticality of the problem being experienced; and

8.3.2 will be attended by representatives of each Party escalating in seniority based upon the criticality of the problem and the continuing escalation of the problem; and

8.3.3 can be physical or virtual (teleconference and video conference) meetings as agreed between the Parties;

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8.3.4 will cover the following topics:

8.3.4.1 the steps which will be implemented to resolve the Service Call and the time period within which such implementation will take place;

8.3.4.2 estimated time to resolve the Service Call;

8.3.4.3 the time of the next escalation meeting during which Vesta shall report back on progress, and, if necessary, the Parties will repeat the process contained in this paragraph until such time as the Service Call is resolved.

9 RESOLUTION

Vesta shall notify the user who logged the Service Call once it has resolved the Service Call.

10 REPORTS

Vesta shall, on request, provide the Municipality with a report in respect of Service Calls as follows:

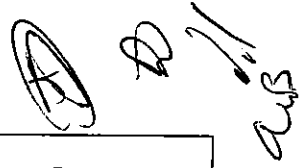
10.1 the number of Service Calls received;

10.2 the current status of each unresolved Service Calls;

10.3 which Service Calls are being managed by way of escalation meetings;


10.4 Service Calls resolved; and

10.5 Recurring problems.



SIGNED by the parties and witnessed on the following dates and at the following places respectively:

For: **VESTA TECHNICAL SERVICES (PTY) LTD**

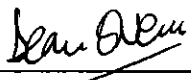
NAME: AD Pretorius SIGNATURE: 

DATE: 20/03/17 PLACE: Pretoria.

WITNESS:

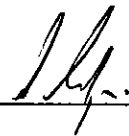
NAME: D.N. Bentes SIGNATURE: 

For: **CAPE AGULHAS LOCAL MUNICIPALITY**

NAME: DGAI O'NEILL SIGNATURE: 

DATE: 15/03/17 PLACE: BLEDASDORP

WITNESS:

NAME: P.J. van der Merwe SIGNATURE: 

Contract	Master Service Level Agreement	mSCOA
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SCHEDULE C :
SERVICE FEES AND CHARGES

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SCHEDULE C[1] – SERVICE FEES AND CHARGES

1. GENERAL

1.1 This Schedule is a schedule to the Master Services Agreement between Cape Agulhas Local Municipality and Vesta Technical Services and, accordingly, the terms of the Master Services Agreement shall apply to this Schedule.

1.2 This Schedule shall not be of any force or effect between the Parties until it has been signed by duly authorised representatives of each of them.

1.3 This Schedule contains terms and conditions which shall be read in conjunction with terms and conditions of the Master Services Agreement, and in the event of any conflict, the terms of this Schedule shall prevail.

1.4 The Commencement Date of this Schedule is 1 July 2017.

2. FEES AND CHARGES

The fees and charges for the licensing, installation and maintenance and support services of the Phoenix ERP system are as follows:

Resource Tariffs		
<i>This section is for the bidder to capture after-implementation support fees. This schedule will indicate at what tariff will resources be charged out.</i>		
Item	Description	Hourly Rate in ZAR (VAT inclusive)
1	Project Support Officer	950.00
2	Project Manager	1 350.00
3	Business Analyst	1 140.00
4	Change management specialist	1 140.00
5	Team Lead	950.00
6	Subject matter expert	1 350.00
7	Senior Implementation Consultant	950.00
8	Implementation Consultant	750.00
9	Junior Implementation Consultant	550.00
10	Enterprise architect	1 140.00
11	Senior Developers	1 350.00
12	Junior Developers	750.00
13	Senior Data Migration Specialist	1 080.00
14	Junior Data Migration Specialist	750.00
15	ICT specialist	950.00

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3. **TRAVEL AND SUBSISTENCE:**

- 3.1 Air travel will be reimbursed at the rate of an economic class ticket.
- 3.2 Road travel with own vehicle will be reimbursed at the Automobile Association (AA) tariff.
- 3.3 Hired vehicles will be reimbursed at a rate of a group B vehicle.
- 3.4 Accommodation will be reimbursed at a rate of a three-star rating hotel or guest house.


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Category B4 - Mostly Rural Municipality Cape Agulhas Municipality		2016/2017 Financial Year Vat Incl	2017/2018 Financial Year	2018/2019 Financial Year	2019/2020 Financial Year
Service Item	Description	Onsite Offer	Frequency of payment	Monthly amount	2016/2017 Financial Year Vat Incl
Hardware	Hardware requirement	514 960,00	Budgeted provision if required		514 960
Software and service fees	Annual maintenance fee - Year 1	267 022,00	Monthly	77 251,83	
	Annual maintenance fee - Year 2	375 839,00	Monthly	31 319,97	375 839,00
	Annual maintenance fee - Year 3	408 960,00	Monthly	34 080,00	
	Annual service fee - Year 1	377 800,00	Monthly	26 905,00	377 800,00
	Annual service fee - Year 2	353 655,00	Monthly	29 471,25	
	Annual service fee - Year 3	388 743,00	Monthly	37 353,58	353 655,00
Onsite support fees (Consulting)	1st year implementation - Year 1	149 809,00	Monthly	17 489,08	
	2nd year implementation - Year 2	161 371,00	Monthly	13 447,58	161 371,00
	3rd year implementation - Year 3	174 601,00	Monthly	14 550,98	
Installation, configuration and initial setup fees	Increase fee	766 812,00	Once-off payment		766 812,00
	Site assessment fee	147 444,00	Once-off, due on completion of task		147 444,00
	Change management fee	385 884,00	Once-off, due on completion of task		385 884,00
	Requirement assessment fee	101 980,00	Once-off, due on completion of task		101 980,00
	Customisation and set-up fee	975 734,00	Once-off, due on completion of task		975 734,00
	Testing fee	81 959,00	Once-off, due on completion of task		81 959,00
	Training fee	534 599,00	Once-off, due on completion of task		110 814,00
Handholding fee	384 719,00	Once-off, due on completion of task		384 719,00	
Total cost of ownership over a 3-year period		6 496 511,00			3 044 328,00
		6 496 511,00	Amount Inclusive of VAT	1 016 817,00	1 016 817,00
			Amount Excluding VAT	891 944,74	980 809,65

SIGNED by the parties and witnessed on the following dates and at the following places respectively:

For: **VESTA TECHNICAL SERVICES (PTY) LTD**

NAME: A.D. Pretorius SIGNATURE: 

DATE: 20/03/17. PLACE: PRETORIA

WITNESS:

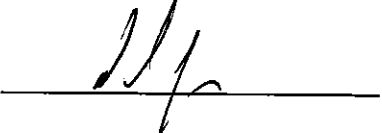
NAME: D.N. Bantjes SIGNATURE: 

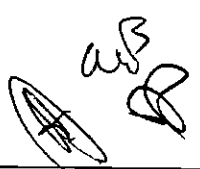
For: **CAPE AGULHAS LOCAL MUNICIPALITY**

NAME: DEI O'NEILL SIGNATURE: 

DATE: 15/03/17 PLACE: BREDASDORP

WITNESS:

NAME: P.J. van der Merwe SIGNATURE: 



ANNEXURE C1: MUNICIPAL SYSTEMS EVALUATION CHECKLIST: mSCOA COMPLIANCE - Future deliverables									
Business Process	Sub-Processes	Legislative or Business Requirement	Section	System / Applications minimum functionality	Required by	mSCOA Segments	Evaluation Response By Service Provider	Evaluation Response By Municipality	Municipality's Additional Comments
			B4 - Mobility Rural						
			B4	Generic specification	Functionality required to permit a department user to establish a user manual.	Optional	Not Applicable	Not Available	
			B4	Generic specification	Complete Solution Hand Over to Municipal Project Team including full documentation.	Best Practice	Not Applicable	Future Development - (POC by December 2016)	
			B4	B2-Budget module - Directly linked and informed from the ERP and Project driven and mSCOA	Tracking of the budget process plan and financial	Optional	Not Applicable	Not Available	
			B4	B2-Budget module - Directly linked and informed from the ERP and Project driven and mSCOA	Automated workflow for department's submissions per budget guideline documents.	Optional	Not Applicable	Not available	
			B4	B2-Budget module - Directly linked and informed from the ERP and Project driven and mSCOA	Comparison capabilities for department budget submissions, scenario's & recommendations.	Optional	Not Applicable	Not available	
			B4	B2-Budget module - Directly linked and informed from the ERP and Project driven and mSCOA	Enable what-if labor operability and modelling between the municipality's main budget modules and the sub-budget modules.	Optional	Not Applicable	Not Available	
		Integration of primary	B4	B3-Abilities system	Abilities system.	Optional	Not Applicable	Not available	
			B4	B12-Fire and emergency services systems	Fire and emergency services systems.	Optional	Not Applicable	Not available	
			B4	B13-Fresh produce market systems	Fresh produce market systems.	Optional	Not Applicable	Not available	
			B4	B15-Library system	Library system.	Optional	Not Applicable	Not available	
			B4	B16-Nurseries systems	Nurseries systems.	Optional	Not Applicable	Not available	
			B4	B17-Pound system	Pound system.	Optional	Not Applicable	Not available	
			B4	B19-Traffic fines systems	Traffic fines systems.	Optional	Not Applicable	Not available	
			B4	B20-Transport services systems	Transport services systems.	Optional	Not Applicable	Not available	
			B4	B21-Weigh bridge system	Weigh bridge system.	Optional	Not Applicable	Not available	
			B4	C1-Creditors with payments	Re-occurring and scheduled payment such as lease amounts or quarterly loan repayments.	Legislation	Not Applicable	Not available	
			B4	C1-Creditors with payments	A cession register linked to the PMU with automated allocations.	Best Practice	Not Applicable	Future Development - Proof of Concept by December 2016	
			B4	C1-Creditors with payments	The option to scan and store invoices and other documents on the register.	Optional	Not Applicable	Not available	
			B4	C1-Creditors with payments	A web portal for suppliers to enquire on payment status and uploading/comparing of invoices.	Optional	Not Applicable	Not available	
			B4	Generic specification	Interface to SARS e-filing for automated reconciliations and submissions of disclosures.	Legislation	Not Applicable	Future Development - Proof of Concept by December 2016	
			B4	Generic specification	Cash Flow Management which includes forecasting and analysis and full integration with the budget and financial accounting.	Optional	Not Applicable	Not available	
			B4	C1-Supply Chain management	Comparative tables for allocation of bids.	Best Practice	Not Applicable	Future Development - Proof of Concept by December 2016	
			B4	F1-Financial asset maintenance	Integration to billing systems to monitor investment properties and valuation inconsistencies.	Best Practice	Not Applicable	Future Development - Proof of Concept by December 2016	
			B4	F1-Financial asset maintenance	Utilise the billing system functionality to ensure ownership of land and buildings to the deeds register.	Best Practice	Not Applicable	Future Development - Proof of Concept by December 2016	
			B4	J3-Payroll	The ability to calculate back pay across tax periods and increment periods must be provided for.	Best Practice	Not Applicable	Future Development - Proof of Concept by December 2016	
			B4	B6-Debt collection system	Online Application;	Best Practice	Not Applicable	Future Development - Proof of Concept by December 2016	
		Legal Process	B4	B6-Debt collection system	Up to the Default Judgement.	Best Practice	Not Applicable	Future Development - Proof of Concept by December 2016	
			B4	H2-Point of Sales system	All pay points and receipting streams to be uniquely identifiable in the sub ledger and general ledger.	Best Practice	Not Applicable	Not available	
			B4	H2-Point of Sales system	Interface with barcode scanner to scan account numbers from the statements.	Best Practice	Not Applicable	Future Development - Proof of Concept by December 2016	
			B4	H2-Point of Sales system	Reversal of receipt and associated interest where applicable.	Best Practice	Not Applicable	Future Development - Proof of Concept by December 2016	

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NAB
BSP

This section gives guidelines to the rest of the document and is for bidding purposes. Please read carefully.

Item	Description										
1	Assumptions:										
1.1	It is assumed that the data provided for the implementation will be of good quality and usable.										
1.2	It is assumed that all critical positions are filled within the municipality.										
1.3	It is assumed that the category of municipality is based on the quantities as stipulated below. Hi-end users are daily capturers and intensive using of the system. Low-end users are generally authorisers, accessing one or two functions.										
	Cat	Expenditure users		Billing users		Payroll users		HR users		Number of employees	Number of debtors
		Hi user	Low user	Hi user	Low user	Hi user	Low user	Hi user	Low user		
	Metro's										
A		70	30	120	20	15	5	50	10	15,000	800,000
	Secondary Cities										
B1		50	20	70	5	10	1	20	2	2,000	100,000
	Large Towns										
B2		20	2	30	3	10	1	20	2	800	70,000
	Small Towns										
B3		15	1	25	1	1	1	10	2	320	30,000
	Mostly Rural										
B4		10	0	10	0	0	0	5	0	250	10,000
	Districts without billing										
C1		20	2	0	0	2	0	5	1	250	0
	Districts with billing										
C2		20	5	20	5	4	1	10	1	700	5,000
1.4	It is assumed that the municipality is locally based and no travel expense is required.										
1.5	It is assumed that the after implementation handholding period will commence from go-live for six weeks. Hand-holding will ensure the successful first billing, general ledger month-end and submission of data extracts and reporting to National Treasury.										
1.6	The service level agreement between the municipality and the service provider will address any variances of the above assumed parameters and must in all instances be measurable against the tendered amount and time lines.										
2	Travel and subsistence:										
	Air travel will be reimbursed at the rate of an economic class ticket.										
	Road travel with own vehicle will be reimbursed at the automobile association (AA) tariff.										
	Hired vehicles will be reimbursed at a rate of a group B vehicle.										
	Accommodation will be reimbursed at a rate of a three-star rating hotel or guest house.										

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SCHEDULE D :
SPECIAL CONDITIONS OF CONTRACT





SPECIAL CONDITIONS OF CONTRACT

RT25-2016

**THE APPOINTMENT OF SERVICE PROVIDERS FOR AN
INTEGRATED FINANCIAL MANAGEMENT AND INTERNAL
CONTROL SYSTEM FOR LOCAL GOVERNMENT FOR THE
PERIOD 1 JUNE 2016 TO 31 MAY 2019**

BID CLOSING DATE: 18 APRIL 2016

VALIDITY PERIOD 120 DAYS

**NATIONAL TREASURY
TRANSVERSAL CONTRACTING**

A handwritten signature in black ink, appearing to read 'B. van der Merwe', is located to the right of the National Treasury text.

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- 4 AUTHORISATION DECLARATION
- 5 SUBMISSION OF BIDS
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LIST OF ACRONYMS/DEFINITIONS:

- BEC: Bid evaluation committee
- BAC: Bid adjudication committee
- mSCOA: Municipal Standard Chart of Accounts
- CIPRO: Companies and Intellectual Property Registration Office
- CIPC: Companies and Intellectual Property Commission
- MFMA: Municipal Finance Management Act
- PFMA: Public Finance Management Act
- OCPO: Office of the Chief Procurement Officer, National Treasury
- SARS: South African Revenue Services
- Service Provider: Any commercial enterprise, business partnership, individual consultant, sole trader, NGO or academic institution
- TOR: Terms of Reference
- SLA: Service Level Agreement
- System: Integrated Financial Management and Internal Control System
- GRAP: Generally Recognized Accounting Practice
- MISS: Minimum Information Security Standards

Contract	Master Service Level Agreement	mSCOA
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SECTION A: GENERAL

1. LEGISLATIVE AND REGULATORY FRAMEWORK

- 1.1 This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract will prevail.
- 1.2 Municipalities utilizing this contract shall do so in accordance with the supply chain regulations governing local government procurement in terms of Section 116 of the Municipal Finance Management Act (MFMA), 2003 (Act 56 of 2003).

2. TAX CLEARANCE CERTIFICATE

- 2.1 An original and valid Tax Clearance Certificate issued by the South African Revenue Services certifying that the taxes of the bidder are in order must be submitted at the closing date and time of bid.
- 2.2 Copies and/or certified copies of the Tax Clearance Certificate will not be acceptable.
- 2.3 Failure to submit the original and valid Tax Clearance Certificate at the closing date and time of bid will invalidate the bid.

3. VALUE ADDED TAX

- 3.1 All bid prices must be inclusive of 14% Value-Added Tax.
- 3.2 Failure to comply with this condition may invalidate the bid.

4. AUTHORISATION DECLARATION

- 4.1 Any bidder who is sourcing goods or services from a third party must complete the "Authorisation Declaration" (TCBD 1) in full for all relevant goods or

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services, sign it and submit it together with the bid documents at the closing date and time of the bid.

- 4.2 The State reserves the right to verify any information supplied by the bidder in the Authorisation Declaration and should the information be found to be false or incorrect, the State will exercise any of the remedies available to it in the bid documents.
- 4.3 The bidder must ensure that all financial and supply arrangements for goods or services have been mutually agreed upon between the bidder and the third party. No agreement between the bidder and the third party will be binding on the State.
- 4.4 Failure to submit a duly completed and signed Authorisation Declaration, with the required annexure(s), in accordance with the above provisions will invalidate the bid for such goods or services offered.

5. SUBMISSION OF BIDS

- 5.1 Bidders must submit the bid in hard copy format (paper document) to National Treasury: Tender Information Centre on or before the closing date and time. The hard copy of the bid response will serve as the legal bid document and must be signed on each page.
- 5.2 Each bid should be submitted in a separate, sealed envelope or suitable cover on which the name and address of the bidder, the bid number and the closing date must be clearly endorsed.
- 5.3 Bidders must include with their bid submission an electronic copy of their bid on a CD in the same format as provided (i.e. pricing schedule in excel). All electronic data submitted must be an exact copy of the hard copy document. Any discrepancies between the electronic data and the hard copy may invalidate the bid.

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6. LATE BIDS

6.1 Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration, and where practicable, be returned unopened to the bidder.

7. COUNTER CONDITIONS

7.1 Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions by bidders may result in the invalidation of such bids.

7.2 The National Treasury reserves the right to change any information in, or to issue any addendum to this bid before the Closing Date and Time.

8. FRONTING

8.1 The National Treasury supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the National Treasury condemns any form of fronting.

8.2 The National Treasury, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/ investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder/contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder/contractor concerned.

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9. SUPPLIER DUE DILIGENCE

9.1 The State reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period.

10. COMMUNICATION

10.1 The Chief Directorate: Transversal Contracting: Office of the Chief Procurement Officer (OCPO), National Treasury may communicate with bidders where clarity is sought after the closing date of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.

10.2 Any communication to any government official or a person acting in an advisory capacity for the State in respect of this bid between the closing date and the award of the bid by the bidder is discouraged.

10.3 All communication between the bidder and the Chief Directorate: Transversal Contracting: OCPO must be done in writing.

11. CONTACT DETAILS

11.1 General:

Chief Directorate: Transversal Contracting: OCPO, National Treasury, Private Bag x115, Pretoria, 0001

Physical address: 240 Madiba Street, corner of Thabo Sehume and Madiba Streets, Pretoria

11.2 Bid and technical enquiries:

Contract Manager: Manthepeng Tshinavha

Chief Directorate: Transversal Contracting: OCPO, National Treasury

Tel: (012) 395-6528

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BJ

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Fax: (012) 315-5058

E-mail: manthepeng.tshinavha@treasury.gov.za

SECTION B1: TERMS OF REFERENCE

12. BACKGROUND

12.1 Section 5 of the MFMA enables National Treasury to investigate any system of financial management and internal control in a municipality or municipal entity and recommend appropriate improvements. This relates to all financial applications, including those used for revenue, expenditure, supply chain, asset and liability management, payroll, accounting, etc. It is imperative that municipalities operate effectively and utilise financial applications optimally to present credible information on a timely basis for internal and external use.

12.2 The Municipal Regulations, issued in terms of MFMA, on Standard Chart of Accounts (mSCOA) Gazette No. 37577 – provides for the following key objectives:

- Improved data quality and credibility;
- The achievement of a greater level of standardisation;
- The development of uniform data sets critical for whole-of-government reporting;
- The standardisation and alignment of the 'local government accountability cycle' by the regulation of not only the budget and in-year reporting formats but also the annual report and annual financial statement formats;
- The creation of the opportunity to standardise key business processes with the consequential introduction of further consistency in the management of municipal finances;

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- Improved transparency, accountability and governance through uniform recording of transactions at posting account level detail;
- Enabling deeper data analysis and sector comparisons to improve financial performance; and
- The standardisation of the account classification to facilitate mobility in financial skills within local government and between local government and other spheres as well as the private sector and to enhance the ability of local government to attract and retain skilled personnel.

12.3 Circular No 57 of the MFMA was issued during the planning phase of the mSCOA project. The aim of circular 57 was to discourage municipalities from changing financial information systems during the planning and implementation phases of mSCOA. It would guard municipalities from implementing systems that would, after an implementation piloting phase, being deemed as unable to transact in accordance to the regulations, and the municipality's expense for such an acquisition be construed as being fruitless and wasteful expenditure.

12.4 The piloting phase of mSCOA implementation has now been concluded and Circular 57 will be replaced to assist and protect municipalities when acquiring financial management and internal control systems.

13. OBJECTIVE

13.1 The objective of this bid is to appoint municipal financial management and internal control system providers who are able to provide solutions to municipalities in accordance with the mSCOA regulations, applicable legislation and processes as indicated in the technical specifications.

13.2 Multiple system vendors will be appointed to enable municipalities to implement a system solution best suited to their individual requirements.

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14. SCOPE OF WORK

14.1 This transversal bid is for the supply and implementation of an Integrated Financial Management and Internal Control System (System) as per the attached technical specification.

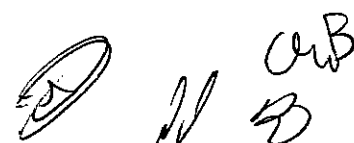
14.2 The system must, at a minimum, comply with the seven main components of municipal financial management and control. The seven components must integrate seamlessly with the mSCOA general ledger and comply at a posting level to mSCOA Regulations and GRAP. The main components are defined as follows:

- General Ledger as per mSCOA regulation
- Billing for municipalities
- Supply chain management that complies with regulation
- Assets management and tracking
- Inventory stores
- Budget module aligned to IDP as regulated
- HR and Payroll module with leave management

14.3 Fifteen major business processes have been defined within Local Government. These business processes are defined in the technical specification. Each business process has been fragmented into sub-processes to enable alignment to practical work streams common to municipalities. Legislative or business requirements provide further explanation of the sub-processes.

The business processes are:

- Corporate Governance;
- Municipal Budgeting, Planning and Modelling;

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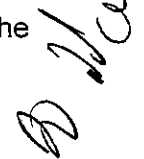
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- Financial Accounting;
- Costing and reporting;
- Project Accounting;
- Treasury and Cash Management;
- Procurement Cycle: Supply Chain Management, Expenditure Management, Contract Management and Accounts Payable;
- Grant Management;
- Full Asset Life Cycle Management including Maintenance Management;
- Real Estate and Resources Management;
- Human Resource and Payroll Management;
- Customer Care, Credit Control and Debt Collection;
- Valuation Roll Management;
- Land Use Building Control; and
- Revenue Cycle Billing.

14.4 Functionality within systems, acting as enablers of the business processes, have been added and describes how systems must assist local government in maintaining proper execution and achievement of business process milestones and deliverables. Although the required system functionality is accepted to be driven by either legislation or mSCOA regulation, some functionality has been identified through evaluation, to be for best practice activities within local government.

14.5 An indicator has been placed with each required system functionality to specify what the relevancy of the said requirement is for the mSCOA regulation. Transactional indicates that the functionality must, at the point of source, be made within the mSCOA segmentation. The derived indicator allows for transactions to be originated from sub-systems and updated into the general ledger in segments.

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

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License Fees:

- Once-off license, where the system solution requires an initial once-off fee;
- Annual maintenance fee, where software maintenance fees are payable annually or in monthly instalments;
- Annual service level agreement fee, where fees are payable to ensure support is available, i.e. helpdesk;

After implementation onsite support, where support staff are placed at the municipality other than the six week go-live support.

Implementation:

- Assessment of current status: On- or offsite investigation of the current financial data
- Organisational change management: Cost to ensure that organisational change management is addressed during implementation
- Assessment of requirement: During assessment for current status, requirements must be identified.
- Customisation and setup of parameters: Operating system and server (setup of server with related software); Database setup (cost of setting up required database); Security and roles definition (the cost of configuring users' access and security features) and Software solution (customising software solution to fit client requirement).
- User acceptance testing: Test environment setup and testing to an accepted level for users
- Implementation training: Training for the size of municipality as indicated
- Refresher training: Training plan for the next three years
- Handholding: Cost to have support staff onsite for six weeks to ensure all processes have been tested. First billing cycle completed, salary run done, asset financial transactions integrated, general ledger month-end done, and statutory reporting submitted.

14.7 The right is reserved to review the technical specification as and when required.

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SECTION B2: SPECIFIC BID CONDITIONS

15. DURATION OF CONTRACT

15.1 The duration of contract RT25-2016 shall be for a period of 36 months commencing on 1 June 2016 to 31 May 2019.

15.2 The duration of the service level agreement entered into by and between the successful bidder and a municipality will be for a period not exceeding 60 (sixty) months from date of signing the service level agreement subject to the provisions of Section 33 of the MFMA.

16. PARTICIPATING MUNICIPALITIES

16.1 This contract should be utilised by local government for their procurement of an integrated financial management and internal control systems.

17. AWARD CONDITIONS

17.1 The State reserves the right to award contracts to more than one contractor for the different categories of municipalities.

17.2 Multiple system vendors will be appointed to enable municipalities to implement a system solution best suited to their individual requirements. Due diligence will be applied to ensure that pricing is affordable, market related and aligned to the service offerings and business requirement of local government.

17.3 The State reserves the right to award contracts to more than one contractor for the different categories of municipalities.

17.4 Due diligence will be applied to ensure that pricing is affordable, market related and aligned to the service offerings and business requirement of local government.

17.5 Multiple system vendors will be appointed to enable municipalities to implement a system solution best suited to their individual requirements.

17.6 Modules Grouped as a Series

17.6.1 The different modules of the system are grouped as a series and shall be regarded as a group and be evaluated and awarded accordingly.

17.6.2 Bidders are required to offer prices for all modules relevant to a specific category of municipality.

17.6.3 Bidders must take note that the allocation of points will be per group award.

17.6.4 Non-compliance with the abovementioned requirement will invalidate the bid for the specific category of municipality.

18. **NON-COMMITMENT**

18.1 The right is reserved not to accept any of the bids submitted.

18.2 The right is also reserved to withdraw or amend any of the bid conditions by notice in writing to all bidders.

19. **EVALUATION PROCESS**

19.1 The evaluation process comprises the following phases:

19.2 Phase I: Mandatory requirements:

During this phase bidders' response will be evaluated based on the mandatory requirements indicated hereunder. This phase is not scored and bidders who fail to comply with all the mandatory criteria will be disqualified.

19.2.1 **Valid and original tax clearance certificate**

An original and valid Tax Clearance Certificate, issued by the South African Revenue Services, certifying that the taxes of the bidder are in order, must be submitted with the bid documents at the closing date and time of the bid as indicated in paragraph 2 above.

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In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

19.2.2 Service provider profile

The bidder shall submit a company profile with the bid documents at the closing date and time of the bid.

19.2.3 Company financial statements

The bidder shall submit a copy of the bidder's latest available audited financial statements, or confirmation from the bidder's auditors that the bidder is a going concern, with the bid documents at the closing date and time of the bid.

19.2.4 Shareholding portfolio

The bidder shall submit valid proof of registration of the company with CIPRO/CIPC with the bid documents at the closing date and time of the bid. If by law registration with CIPRO/CIPC is not required, proof of ownership/shareholding must be provided.

19.2.5 Responsive bids

Bidders must ensure their bids are responsive by completing and signing, where applicable, all relevant bid documents.

19.2.6 Pricing schedule

The pricing schedule provided in this bid forms an integral part of the bid document and bidders must ensure that it is completed without changing the structure thereof. The pricing schedule must be submitted at the closing date and time of bid.

19.2.7 Standards on records management and security control

The Protection of Personal Information Act must be adhered to and bidders must provide documentary evidence (e.g. ISO, ISAE, and MISS etc.) to substantiate compliance with the requirements relating to records management and security control.

19.2.8 mSCOA compliance

The technical specification document contains specific mSCOA required indicators which must be complied to. Bidders must clearly

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indicate and be able to demonstrate compliance with these requirements.

19.2.9 Compulsory Briefing Session

The briefing session is compulsory and will provide bidders with an opportunity to obtain clarity on certain aspects of the process as set out in this document they might have. Prospective bidders who do not attend the compulsory briefing session will not be considered for this bid.

19.2.10 Particulars are as follows:

Address: 1258 Lever Road, Headway Hill, Midrand
 Venue: Development Bank of South Africa: Vulendela Auditorium (VA)
 Date: 16 March 2016
 Starting time: 10h00

19.2.11 The National Treasury reserves the right to answer questions at the session or to respond formally in writing after the briefing session.

19.3 Phase II: Functional evaluation:

19.3.1 Only bidders who have complied with all mandatory requirements will be evaluated for functionality. During this phase bidders' response will be evaluated for functionality based on achieving a minimum total score of 70% for the functional requirements per category of municipality as defined in paragraph 20.3.

19.3.2 Bidders must, as part of their bid documents, submit supportive documentation for all functional requirements as indicated hereunder. The Bid Evaluation Committee (BEC) responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.

19.3.3 Bidders will not rate themselves, but need to ensure that all information required is supplied. The BEC will evaluate and score all responsive bids and will verify all documents submitted by the bidders.

19.3.4 The BEC members will individually evaluate the responses received against the following criteria:

Criteria	Functional requirements	Weight
1	Documentary evidence to demonstrate previous experience of the bidder in undertaking projects of this nature, and a proven track record. In this regard bidders are required to provide a portfolio of local government specific experience within the financial management and internal control systems environment.	15
2	Documentary evidence to demonstrate a structured approach and work methodology/approach through a concise capability statement/project proposal proving the ability to perform the activities as outlined in the Scope of Work and technical specification. In addition, this work methodology/approach must include a clear statement of the bidders understanding of the mSCOA classification framework and implications on system functionality as it relates to financial management and internal control.	15

3	System requirements: Modules of the system are linked to accepted business processes and the technical specification document must be completed by bidders indicating their compliance with the business processes and system requirements per category of municipality as guided and defined in paragraph 14.3 (fifteen major business processes). Bidders need to take note that the technical specifications and associated business processes have been grouped against these 15 business processes and responses need to be informed and aligned to these requirements as contained the bid specification document.	70
Total		100

19.3.5 The score for functionality will be calculated as follows:

Each BEC member will rate each individual criterion on the score sheet using the following value scale:

Performance	Description	Score
Exceed	Response addresses and exceeds the functionality requirements	8-10
Compliant	Response addresses all functionality requirements	7
Partially compliant	Response partially addresses the functionality requirements	1-6
Non-compliant	Response did not address the functionality requirements	0

19.3.6 The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.

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19.3.7 This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 70% for functionality (phase II) will be required to demonstrate their system.

19.4 Phase III: System Demonstration

19.4.1 Bidders who have met the minimum threshold of 70% for functionality, will be compelled to demonstrate their system functionality with actual test data, to compliance of their system offering as it relates to mSCOA and other regulations.

19.4.2 The above will seek clarity on bids received in order to ascertain whether the bid meets the system requirements.

19.4.3 Bidders should take note that the demonstrations should confirm their technical and functional evidence requirements. Should the State detect any misrepresentation thereof, the bid may be disqualified.

19.4.4 The location, date and time of such demonstration will be communicated with the relevant bidders.

19.4.5 Only bidders who have successfully demonstrated their system capabilities will be considered for price and BBBEE point's evaluation as indicated hereunder.

19.5 Phase IV: Price and BBBEE Points Evaluation

19.5.1 In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 90/10-preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 90 points)
- B-BBEE status level of contributor (maximum 10 points)

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19.5.2 The following formula will be used to calculate the points for price:

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

19.5.3 A maximum of 10 points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

19.5.4 Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof at the closing date and time of the bid in order to claim the B-BBEE status level point.

19.5.5 The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.

19.5.6 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act

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no. 69 of 1984)) or an accredited verification agency will be considered for preference points.

19.5.7 Failure on the part of the bidder to comply with paragraphs 19.4.4 and 19.4.6 above will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0).

19.5.8 The State may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference.

19.5.9 The points scored will be rounded off to the nearest 2 decimals.

19.5.10 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for B-BBEE.

19.5.11 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

19.5.12 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

20. PRICING STRUCTURE

20.1 Prices submitted for this bid must be completed in the fields provided on the pricing schedules supplied with the bid. Price structures that do not comply with this requirement may invalidate the bid.

20.2 The system components as per paragraph 14.2 above have been broken down in modules and must be priced separately in the pricing schedule.

20.3 For pricing purposes municipalities have been grouped in seven categories as follows:

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- 20.3.1 A – Metro’s
- 20.3.2 B1 – Secondary Cities
- 20.3.3 B2 – Large Towns
- 20.3.4 B3 – Small Towns
- 20.3.5 B4 – Mainly Rural
- 20.3.6 C1 – Districts without water billing
- 20.3.7 C2 – Districts with water billing

20.4 Bidders are required to submit bids for the above category of municipalities strictly in terms of the pricing schedule provided for each category of municipality separately in this bid. It is not compulsory for bidders to submit an offer for all the categories of municipalities, especially if their offer is designed to cater for a specific size of municipality only.

20.5 The module requirements for the different categories of municipalities vary and the bidder must only price the relevant modules of the pricing schedule applicable to the category of municipality.

20.6 Bidders are required to indicate the time in weeks for implementing the system at each of the categories of municipality. This time is based on the assumption that the data received from the municipality is in an acceptable format and that all required positions within the municipality are filled.

20.7 Hardware required to successfully operate the system must be included in the pricing schedule provided. Full details of specific hardware requirements must be provided.

20.8 The hourly rates for resources that will be charged out after implementation of the system must be included in the pricing schedule provided.

20.9 Sub-Contracting.

20.9.1 Bidders may make use of sub-contractors for delivery, installation, implementation and /or maintenance. The contract will, however, be awarded to the bidder as the primary contractor who will be responsible for the management of the contract. The State will not enter into any separate contracts with such sub-contractors with regard to this contract.

21. CONTRACT PRICE ADJUSTMENTS

21.1 Prices submitted for this bid will be subject to rates of exchange (ROE) adjustments only.

21.2 Applications for price adjustment must be sent to National Treasury for approval. Unless prior approval has been obtained from National Treasury, no adjustment in contract prices will be made.

21.3 Applications for price adjustments must be accompanied by documentary evidence in support of any adjustment claim.

21.4 In the event where material and/or finished products are imported the following will apply:

21.5 Rate(s) of exchange to be used in this bid in the conversion of the bid price of the item(s) to South African currency is indicated in the table below.

Currency	Base rates of exchange Spot rate on: 2 March 2016
US Dollar	15.68
Pound Sterling	21.87
Euro	17.04

21.5.1 Should the bidder make use of any other currency not mentioned above, the bidder is requested to use the spot rate on the date indicated above from the Reserve Bank published rates for the specific currency. Visit www.reservebank.co.za to obtain the relevant rates. Please refer to TCBD 2 (Procedure to download historical exchange rates from the Reserve Bank website) for instructions.

21.5.2 Contract price adjustments due to rate of exchange variations shall be on an annual basis and based on spot rates as published by the Reserve Bank for the dates indicated hereunder:

Adjustment	Submission date	Effective date	Spot rate date
1 st Adjustment	8 May 2017	1 June 2017	1 May 2017
2 nd Adjustment	7 May 2018	1 June 2018	1 May 2018

22. NEGOTIATIONS

22.1 The State reserves the right to negotiate with the shortlisted bidders prior to award and with the successful bidder(s) post award.

SECTION C: POST-AWARD CONDITIONS

23. ROLES AND RESPONSIBILITIES

23.1 Contract Administration.

23.2 The administration and facilitation of the contract will be the responsibility of National Treasury, Transversal Contracting and all correspondence in this regard must be directed to the following address:

The Chief Directorate: Transversal Contracting, National Treasury, Private Bag X115, Pretoria, 0001.

23.3 Contractors must advise the Chief Directorate: Transversal Contracting, National Treasury immediately when unforeseeable circumstances will

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adversely affect the execution of the contract. Full particulars of such circumstances as well as the period of delay must be furnished.

23.4 Agreement

23.4.1 No other agreements except the Service Level Agreement will be signed with the contractor. The Service Level Agreement must be signed by both parties and two (2) copies of the Service Level Agreement must be signed.

23.5 Supplier Performance Management

23.5.1 Supplier performance management will be the responsibility of end-user municipality and where supplier performance disputes relating to the contract cannot be resolved between the contractor and the relevant purchasing institution, National Treasury: Transversal Contracting must be informed accordingly.

23.6 Placement of Orders and Payments

23.7 Orders will be placed by the municipality who will be responsible for the payment to contractors for goods delivered and/or services rendered within the prescripts of the MFMA.

24. COPYRIGHT & INTELLECTUAL PROPERTY RIGHTS

24.1 Copyright of all documentation resulting from contracts arising from this contract belongs to the government client concerned. The service provider may not disclose any information, documentation or products to other clients, or to any other party, without the written approval of the government client concerned.

24.2 The intellectual property rights arising from the execution of a contract shall vest in the government client concerned and the service provider undertakes to honour the client's intellectual property rights and all future rights by keeping the know-how and all published and unpublished material confidential.

24.3 The intellectual property associated with the service offering will remain that of the service provider, but all data and associated information is sole ownership

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of Local Government and would be provided to Local Government as and when required with no cost implications.

25. SKILLS TRANSFER

25.1 In order to comply with the requirement for transferring skills and with the view of building internal capacity, service providers will work closely with the personnel of the relevant government client. To this end a comprehensive skills transfer plan will form an integral part of each service level agreement entered into.

26. SERVICE LEVEL AGREEMENT

26.1 The contractual relationship and terms of reference of specific service to be rendered will be governed by a service level agreement between the municipality and selected service provider.

27. POST AWARD REPORTING

27.1 All successful bidders are required to submit information reports regarding the number of municipalities they have entered into service level agreement aligned to this contract including the values thereof via e-mail on a six (6) monthly basis to:

27.2 The information must be send to Transversal Contracting, National Treasury via email to:

ManthepengTshinavha - manthepeng.tshinavha@treasury.gov.za

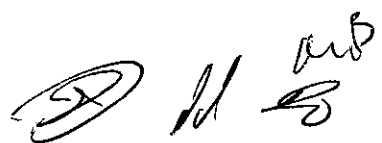
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27.3 The dates for which the information must be submitted are as follows:

Period	Period for information must be submitted	Dates at which reports must be submitted
1	1 June 2016 – 30 November 2016	9 December 2016
2	1 December 2016 – 30 May 2017	9 June 2017
3	1 June 2017 – 30 November 2017	8 December 2017
4	1 December 2017 – 30 May 2018	8 June 2018
5	1 June 2018 – 30 November 2018	7 December 2018
6	1 December 2018 – 30 May 2019	7 June 2019

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SCHEDULE E :
GENERAL CONDITIONS OF CONTRACT



THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

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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.

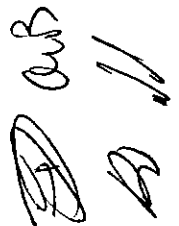
- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a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



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GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.



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- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

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- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

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

3. General

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

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

4. Standards

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

5. Use of contract documents and information; inspection

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

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

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the

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purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. Patent rights

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

7. Performance security

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

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

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

7.3.1 a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

7.3.2 a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of

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the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with

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the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

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11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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14. Spare Parts

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

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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

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

16. Payment

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

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

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

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

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18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

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

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

23. **Penalties**

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

24. **Termination for default**

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

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

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

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

24.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

24.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which

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28. Settlement of Disputes

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

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

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

28.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

- 28.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - b) the purchaser shall pay the supplier any monies due the supplier.

29. Limitation of Liability

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

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

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

30. Governing language

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

31. Applicable law

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

32. Notices

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

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

33. Taxes and duties

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

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

33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a

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tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

34. National Industrial Participation (NIP) Programme

34.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

35. Prohibition of Restrictive practices

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

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

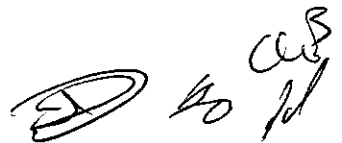
35.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the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

Js General Conditions of Contract
(revised July 2010)

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SCHEDULE F :
PROJECT IMPLEMENTATION PLAN





Project Plan - WC33 - Cape Agulhas

From 01 March 2017 to 08 December 2017. As at 15 March 2017 SAST.

Planned Start Date: 13 March 2017

Planned Finish Date: 30 June 2020

WBS	Name	Planned Start Date	Planned Finish Date
1	Project Governance	2017/03/13	2020/06/30
1.1	Sign SLA	2017/03/13	2017/07/03
1.1.1	Assesments	2017/03/13	2017/03/23
1.1.2	Hardware	2017/03/22	2017/04/04
1.1.3	Software	2017/04/05	2017/04/18
1.1.4	Cloud temp server	2017/03/13	2017/05/31
1.1.4.1	Data Base & Securities	2017/03/13	2017/03/13
1.1.4.2	GI & Budget data	2017/03/14	2017/03/21
1.1.4.3	Payroll data	2017/03/22	2017/03/30
1.1.4.4	Data warehouse all data	2017/05/31	2017/05/31
1.1.5	Budget Trainging	2017/03/16	2017/03/17
1.1.6	Budget Hand holding	2017/03/20	2017/03/31
1.1.7	Payroll Training	2017/03/16	2017/03/17
1.1.8	Payroll Handholding	2017/03/20	2017/03/31
1.1.9	ERP Training	2017/06/01	2017/06/01
1.1.10	ERP Handolding	2017/06/02	2017/06/02
1.1.11	Cut over go live	2017/07/03	2017/07/03
1.2	1- Hardware requirement	2017/03/20	2017/04/28
1.2.1	Database configuration and setup	2017/04/05	2017/04/25
1.2.2	Once-off fee	2017/03/20	2017/03/27
1.2.3	Operating system and servers setup	2017/04/26	2017/04/28
1.2.4	Security roles & definitions	2017/04/26	2017/04/26
1.3	2- Operating System	2017/03/20	2020/06/30
1.3.1	Maintenance Yr. 1	2017/07/03	2019/04/01
1.3.4	Once-off fee	2017/03/20	2017/03/27
1.3.5	Operating system and servers setup	2017/04/26	2017/05/04
1.4	3- Database	2017/03/20	2017/05/01
1.4.1	Database configuration and setup	2017/04/05	2017/04/25
1.4.2	Once-off fee	2017/03/20	2017/03/27
1.4.3	Operating system and servers setup	2017/04/26	2017/05/01
1.5	4- Security Software	2017/04/26	2020/06/30
1.5.1	Maintenance Yr. 1	2017/07/01	2018/06/30
1.5.4	Security roles & definitions	2017/04/26	2017/05/04
1.6	5- Hosting Fee	2017/03/20	2017/03/27
1.7	6- DRP	2017/07/01	2020/06/30
1.7.1	Maintenance Yr. 1	2017/07/01	2018/06/30
1.8	7- Project Governance	2017/03/13	2017/08/31
1.9	a1- General Ledger - containing mSCOA as per regulation	2017/03/20	2020/06/30
1.9.1	Assessment of current status	2017/04/03	2017/04/07
1.9.2	Assessment of requirements	2017/04/03	2017/04/07
1.9.3	Database configuration and setup	2017/04/05	2017/04/25
1.9.4	Handholding fee 6 weeks	2017/07/03	2017/07/07
1.9.5	Implementation Training	2017/06/02	2017/06/02
1.9.6	Maintenance Yr. 1	2017/07/01	2018/06/30
1.9.9	Once-off fee	2017/03/20	2017/03/27
1.9.10	Onsite Support Yr.1	2017/07/01	2018/06/30
1.9.13	Operating system and servers setup	2017/06/02	2017/06/02
1.9.14	Organisational change management	2017/07/03	2017/07/17
1.9.15	Refresher Training Yr.1	2017/07/01	2018/06/30
1.9.18	Security roles & definitions	2017/06/02	2017/06/02
1.9.19	SLA Yr.1	2017/07/01	2018/06/30
1.9.22	Software solution	2017/06/02	2017/06/02
1.9.23	User Acceptance Testing (UAT)	2017/06/05	2017/06/05
1.10	b1- Integrated development plan (IDP) maintenance	2017/03/16	2020/06/30
1.10.1	Assessment of current status	2017/04/03	2017/04/07
1.10.2	Assessment of requirements	2017/04/03	2017/04/07
1.10.3	Database configuration and setup	2017/04/05	2017/04/25
1.10.4	Handholding fee 6 weeks	2017/03/20	2017/03/31

1.10.5	Implementation Training	2017/03/16	2017/03/17
1.10.6	Maintenance Yr. 1	2017/07/01	2018/06/30
1.10.9	Once-off fee	2017/03/20	2017/03/27
1.10.10	Onsite Support Yr.1	2017/07/01	2018/06/30
1.10.13	Operating system and servers setup	2017/04/26	2017/04/26
1.10.14	Organisational change management	2017/04/18	2017/04/19
1.10.15	Refresher Training Yr.1	2017/07/01	2018/06/30
1.10.18	Security roles & definitions	2017/04/26	2017/04/26
1.10.19	SLA Yr.1	2017/07/01	2018/06/30
1.10.22	Software solution	2017/04/26	2017/04/26
1.10.23	User Acceptance Testing (UAT)	2017/04/28	2017/04/28
1.11	b2- Budget module – Directly linked and informed from the IDP and Project driven and mSCOA segmented	2017/03/16	2020/06/30
1.11.1	Assessment of current status	2017/04/03	2017/04/07
1.11.2	Assessment of requirements	2017/04/03	2017/04/07
1.11.3	Database configuration and setup	2017/04/05	2017/04/25
1.11.4	Handholding fee 6 weeks	2017/03/20	2017/03/31
1.11.5	Implementation Training	2017/03/16	2017/03/17
1.11.6	Maintenance Yr. 1	2017/07/01	2018/06/30
1.11.9	Once-off fee	2017/03/20	2017/03/27
1.11.10	Onsite Support Yr.1	2017/07/01	2018/06/30
1.11.13	Operating system and servers setup	2017/04/26	2017/04/26
1.11.14	Organisational change management	2017/04/18	2017/04/19
1.11.15	Refresher Training Yr.1	2017/07/01	2018/06/30
1.11.18	Security roles & definitions	2017/04/26	2017/04/26
1.11.19	SLA Yr.1	2017/07/01	2018/06/30
1.11.22	Software solution	2017/04/26	2017/04/26
1.11.23	User Acceptance Testing (UAT)	2017/04/28	2017/04/28
1.12	b3- Performance Management linked to SDBIP	2017/03/20	2020/06/30
1.12.1	Assessment of current status	2017/04/03	2017/04/07
1.12.2	Assessment of requirements	2017/04/03	2017/04/07
1.12.3	Database configuration and setup	2017/04/05	2017/04/25
1.12.4	Handholding fee 6 weeks	2017/04/28	2017/04/28
1.12.5	Implementation Training	2017/04/10	2017/04/10
1.12.6	Maintenance Yr. 1	2017/07/01	2018/06/30
1.12.9	Once-off fee	2017/03/20	2017/03/27
1.12.10	Onsite Support Yr.1	2017/07/01	2018/06/30
1.12.13	Operating system and servers setup	2017/04/26	2017/04/28
1.12.14	Organisational change management	2017/04/18	2017/04/19
1.12.15	Refresher Training Yr.1	2017/07/01	2018/06/30
1.12.18	Security roles & definitions	2017/04/26	2017/04/26
1.12.19	SLA Yr.1	2017/07/01	2018/06/30
1.12.22	Software solution	2017/04/26	2017/04/26
1.12.23	User Acceptance Testing (UAT)	2017/04/28	2017/04/28
1.13	b4- Project management (PMU) functionality	2017/03/20	2020/06/30
1.13.1	Assessment of current status	2017/04/03	2017/04/07
1.13.2	Assessment of requirements	2017/04/03	2017/04/07
1.13.3	Database configuration and setup	2017/04/05	2017/04/25
1.13.4	Handholding fee 6 weeks	2017/04/18	2017/04/18
1.13.5	Implementation Training	2017/04/10	2017/04/10
1.13.6	Maintenance Yr. 1	2017/07/01	2018/06/30
1.13.9	Once-off fee	2017/03/20	2017/03/27
1.13.10	Onsite Support Yr.1	2017/07/01	2018/06/30
1.13.13	Operating system and servers setup	2017/04/26	2017/04/28
1.13.14	Organisational change management	2017/04/18	2017/04/19
1.13.15	Refresher Training Yr.1	2017/07/01	2018/06/30
1.13.18	Security roles & definitions	2017/04/26	2017/04/26
1.13.19	SLA Yr.1	2017/07/01	2018/06/30
1.13.22	Software solution	2017/04/26	2017/04/28
1.13.23	User Acceptance Testing (UAT)	2017/04/28	2017/04/28
1.14	b5- Revenue sub-system budgeting tool	2017/03/20	2017/03/27
1.15	b6- Asset sub-system budgeting tool	2017/03/20	2020/06/30
1.15.1	Assessment of current status	2017/04/03	2017/04/07
1.15.2	Assessment of requirements	2017/04/03	2017/04/07
1.15.3	Database configuration and setup	2017/04/05	2017/04/25
1.15.4	Handholding fee 6 weeks	2017/04/18	2017/05/09
1.15.5	Implementation Training	2017/04/10	2017/04/11

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1.15.6	Maintenance Yr. 1	2017/07/01	2018/06/30
1.15.9	Once-off fee	2017/03/20	2017/03/27
1.15.10	Onsite Support Yr.1	2017/07/01	2018/06/30
1.15.13	Operating system and servers setup	2017/04/26	2017/04/28
1.15.14	Organisational change management	2017/04/18	2017/04/19
1.15.15	Refresher Training Yr.1	2017/07/01	2018/06/30
1.15.18	Security roles & definitions	2017/04/26	2017/04/26
1.15.19	SLA Yr.1	2017/07/01	2018/06/30
1.15.22	Software solution	2017/04/26	2017/04/28
1.15.23	User Acceptance Testing (UAT)	2017/04/28	2017/05/01
1.16	b7- HR/Payroll budgeting tool	2017/03/20	2020/06/30
1.16.1	Assessment of current status	2017/04/03	2017/04/07
1.16.2	Assessment of requirements	2017/04/03	2017/04/07
1.16.3	Database configuration and setup	2017/04/05	2017/04/25
1.16.4	Handholding fee 6 weeks	2017/04/17	2017/04/21
1.16.5	Implementation Training	2017/04/10	2017/04/11
1.16.6	Maintenance Yr. 1	2017/07/01	2018/06/30
1.16.9	Once-off fee	2017/03/20	2017/03/27
1.16.10	Onsite Support Yr.1	2017/07/01	2018/06/30
1.16.13	Operating system and servers setup	2017/04/05	2017/04/05
1.16.14	Organisational change management	2017/04/12	2017/04/14
1.16.15	Refresher Training Yr.1	2017/07/01	2018/06/30
1.16.18	Security roles & definitions	2017/04/05	2017/04/05
1.16.19	SLA Yr.1	2017/07/01	2018/06/30
1.16.22	Software solution	2017/04/26	2017/04/28
1.16.23	User Acceptance Testing (UAT)	2017/04/28	2017/04/28
1.17	c1- Supply Chain management	2017/03/20	2020/06/30
1.17.1	Assessment of current status	2017/04/03	2017/04/07
1.17.2	Assessment of requirements	2017/04/03	2017/04/07
1.17.3	Database configuration and setup	2017/06/01	2017/06/01
1.17.4	Handholding fee 6 weeks	2017/07/03	2017/07/04
1.17.5	Implementation Training	2017/06/02	2017/06/02
1.17.6	Maintenance Yr. 1	2017/07/01	2018/06/30
1.17.9	Once-off fee	2017/03/20	2017/03/27
1.17.10	Onsite Support Yr.1	2017/07/01	2018/06/30
1.17.13	Operating system and servers setup	2017/06/02	2017/06/02
1.17.14	Organisational change management	2017/07/03	2017/07/07
1.17.15	Refresher Training Yr.1	2017/07/01	2018/06/30
1.17.18	Security roles & definitions	2017/06/02	2017/06/02
1.17.19	SLA Yr.1	2017/07/01	2018/06/30
1.17.22	Software solution	2017/04/26	2017/04/28
1.17.23	User Acceptance Testing (UAT)	2017/06/05	2017/06/05
1.18	c4- Contract management	2017/04/03	2020/06/30
1.19	d1- Creditors with payments	2017/03/20	2020/06/30
1.19.1	Assessment of current status	2017/04/03	2017/04/07
1.19.2	Assessment of requirements	2017/04/03	2017/04/07
1.19.3	Database configuration and setup	2017/06/01	2017/06/01
1.19.4	Handholding fee 6 weeks	2017/07/03	2017/07/05
1.19.5	Implementation Training	2017/06/02	2017/06/02
1.19.6	Maintenance Yr. 1	2017/07/01	2018/06/30
1.19.9	Once-off fee	2017/03/20	2017/03/27
1.19.10	Onsite Support Yr.1	2017/07/01	2018/06/30
1.19.13	Operating system and servers setup	2017/06/02	2017/06/02
1.19.14	Organisational change management	2017/07/03	2017/07/11
1.19.15	Refresher Training Yr.1	2017/07/01	2018/06/30
1.19.18	Security roles & definitions	2017/06/02	2017/06/02
1.19.19	SLA Yr.1	2017/07/01	2018/06/30
1.19.22	Software solution	2017/04/26	2017/04/28
1.19.23	User Acceptance Testing (UAT)	2017/06/05	2017/06/05
1.20	e1- Costing module	2017/03/20	2020/06/30
1.20.1	Assessment of current status	2017/04/03	2017/04/07
1.20.2	Assessment of requirements	2017/04/03	2017/04/07
1.20.3	Database configuration and setup	2017/06/01	2017/06/01
1.20.4	Handholding fee 6 weeks	2017/07/03	2017/07/03
1.20.5	Implementation Training	2017/06/02	2017/06/02
1.20.6	Maintenance Yr. 1	2017/07/01	2018/06/30

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1.20.9	Once-off fee	2017/03/20	2017/03/27
1.20.10	Onsite Support Yr.1	2017/07/01	2018/06/30
1.20.13	Operating system and servers setup	2017/06/02	2017/06/02
1.20.14	Organisational change management	2017/07/03	2017/07/05
1.20.15	Refresher Training Yr.1	2017/07/01	2018/06/30
1.20.18	Security roles & definitions	2017/06/02	2017/06/02
1.20.19	SLA Yr.1	2017/07/01	2018/06/30
1.20.22	Software solution	2017/04/26	2017/04/28
1.20.23	User Acceptance Testing (UAT)	2017/06/05	2017/06/05
1.21	f1- Financial asset maintenance	2017/03/20	2020/06/30
1.21.1	Assessment of current status	2017/04/03	2017/04/07
1.21.2	Assessment of requirements	2017/04/03	2017/04/07
1.21.3	Handholding fee 6 weeks	2017/07/03	2017/08/02
1.21.4	Implementation Training	2017/06/02	2017/06/20
1.21.5	Maintenance Yr. 1	2017/07/01	2018/06/30
1.21.8	Once-off fee	2017/03/20	2017/03/27
1.21.9	Onsite Support Yr.1	2017/07/01	2018/06/30
1.21.12	Organisational change management	2017/07/03	2017/07/17
1.21.13	Refresher Training Yr.1	2017/07/01	2018/06/30
1.21.16	Security roles & definitions	2017/06/02	2017/06/02
1.21.17	SLA Yr.1	2017/07/01	2018/06/30
1.21.20	User Acceptance Testing (UAT)	2017/06/05	2017/06/07
1.22	f2- Asset tracking - software	2017/04/03	2020/06/30
1.22.1	Assessment of current status	2017/04/03	2017/04/07
1.22.2	Assessment of requirements	2017/04/03	2017/04/07
1.22.3	Handholding fee 6 weeks	2017/07/03	2017/07/05
1.22.4	Implementation Training	2017/06/02	2017/06/07
1.22.5	Maintenance Yr. 1	2017/07/01	2018/06/30
1.22.8	Onsite Support Yr.1	2017/07/01	2018/06/30
1.22.11	Organisational change management	2017/07/03	2017/07/04
1.22.12	Refresher Training Yr.1	2017/07/01	2018/06/30
1.22.15	SLA Yr.1	2017/07/01	2018/06/30
1.22.18	User Acceptance Testing (UAT)	2017/06/05	2017/06/05
1.23	f3- Maintenance system	2017/04/03	2020/06/30
1.23.1	Assessment of current status	2017/04/03	2017/04/07
1.23.2	Assessment of requirements	2017/04/03	2017/04/07
1.23.3	Handholding fee 6 weeks	2017/07/03	2017/07/18
1.23.4	Implementation Training	2017/06/02	2017/06/12
1.23.5	Maintenance Yr. 1	2017/07/01	2018/06/30
1.23.8	Onsite Support Yr.1	2017/07/01	2018/06/30
1.23.11	Organisational change management	2017/07/03	2017/07/10
1.23.12	Refresher Training Yr. 1	2017/07/01	2018/06/30
1.23.15	SLA Yr.1	2017/07/01	2018/06/30
1.23.18	User Acceptance Testing (UAT)	2017/06/05	2017/06/06
1.24	f4- Stores and inventory (At minimum virtual)	2017/03/20	2020/06/30
1.24.1	Assessment of current status	2017/04/03	2017/04/07
1.24.2	Assessment of requirements	2017/04/03	2017/04/07
1.24.3	Database configuration and setup	2017/06/01	2017/06/01
1.24.4	Handholding fee 6 weeks	2017/07/03	2017/07/03
1.24.5	Implementation Training	2017/06/02	2017/06/02
1.24.6	Maintenance Yr. 1	2017/07/01	2018/06/30
1.24.9	Once-off fee	2017/03/20	2017/03/27
1.24.10	Onsite Support Yr.1	2017/07/01	2018/06/30
1.24.13	Operating system and servers setup	2017/06/02	2017/06/02
1.24.14	Organisational change management	2017/07/03	2017/07/05
1.24.15	Refresher Training Yr.1	2017/07/01	2018/06/30
1.24.18	Security roles & definitions	2017/06/02	2017/06/02
1.24.19	SLA Yr.1	2017/07/01	2018/06/30
1.24.22	Software solution	2017/04/26	2017/04/28
1.24.23	User Acceptance Testing (UAT)	2017/06/05	2017/06/05
1.25	f5- Fleet management	2017/03/20	2020/06/30
1.25.1	Assessment of current status	2017/04/03	2017/04/07
1.25.2	Assessment of requirements	2017/04/03	2017/04/07
1.25.3	Database configuration and setup	2017/06/01	2017/06/01
1.25.4	Handholding fee 6 weeks	2017/07/03	2017/07/04
1.25.5	Implementation Training	2017/06/02	2017/06/02

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1.25.6	Maintenance Yr. 1	2017/07/01	2018/06/30
1.25.9	Once-off fee	2017/03/20	2017/03/27
1.25.10	Onsite Support Yr.1	2017/07/01	2018/06/30
1.25.13	Operating system and servers setup	2017/06/02	2017/06/02
1.25.14	Organisational change management	2017/07/03	2017/07/05
1.25.15	Refresher Training Yr.1	2017/07/01	2018/06/30
1.25.18	Security roles & definitions	2017/06/02	2017/06/02
1.25.19	SLA Yr.1	2017/07/01	2018/06/30
1.25.22	Software solution	2017/04/19	2017/04/19
1.25.23	User Acceptance Testing (UAT)	2017/06/05	2017/06/05
1.26	f6- Fleet tracking	2017/04/03	2017/04/03
1.27	g1- Cashbook	2017/03/20	2020/06/30
1.27.1	Assessment of current status	2017/04/03	2017/04/07
1.27.2	Assessment of requirements	2017/04/03	2017/04/07
1.27.3	Database configuration and setup	2017/06/01	2017/06/01
1.27.4	Handholding fee 6 weeks	2017/07/03	2017/07/03
1.27.5	Implementation Training	2017/06/02	2017/06/02
1.27.6	Maintenance Yr. 1	2017/07/01	2018/06/30
1.27.9	Once-off fee	2017/03/20	2017/03/27
1.27.10	Onsite Support Yr.1	2017/07/01	2018/06/30
1.27.13	Operating system and servers setup	2017/06/02	2017/06/02
1.27.14	Organisational change management	2017/07/03	2017/07/05
1.27.15	Refresher Training Yr.1	2017/07/01	2018/06/30
1.27.18	Security roles & definitions	2017/03/31	2017/03/31
1.27.19	SLA Yr.1	2017/07/01	2018/06/30
1.27.22	Software solution	2017/04/26	2017/04/28
1.27.23	User Acceptance Testing (UAT)	2017/06/05	2017/06/05
1.28	g2- Petty cash system	2017/03/20	2020/06/30
1.28.1	Assessment of current status	2017/04/03	2017/04/07
1.28.2	Assessment of requirements	2017/04/03	2017/04/07
1.28.3	Database configuration and setup	2017/06/01	2017/06/01
1.28.4	Handholding fee 6 weeks	2017/07/03	2017/07/03
1.28.5	Implementation Training	2017/06/02	2017/06/02
1.28.6	Maintenance Yr. 1	2017/07/01	2018/06/30
1.28.9	Once-off fee	2017/03/20	2017/03/27
1.28.10	Onsite Support Yr.1	2017/07/01	2018/06/30
1.28.13	Operating system and servers setup	2017/06/02	2017/06/02
1.28.14	Organisational change management	2017/07/03	2017/07/03
1.28.15	Refresher Training Yr.1	2017/07/01	2018/06/30
1.28.18	Security roles & definitions	2017/06/02	2017/06/02
1.28.19	SLA Yr.1	2017/07/01	2018/06/30
1.28.22	Software solution	2017/04/26	2017/04/28
1.28.23	User Acceptance Testing (UAT)	2017/06/05	2017/06/05
1.29	g3- Loan management system	2017/03/20	2020/06/30
1.29.1	Assessment of current status	2017/04/03	2017/04/07
1.29.2	Assessment of requirements	2017/04/03	2017/04/07
1.29.3	Database configuration and setup	2017/06/01	2017/06/01
1.29.4	Handholding fee 6 weeks	2017/07/03	2017/07/03
1.29.5	Implementation Training	2017/06/02	2017/06/02
1.29.6	Maintenance Yr. 1	2017/07/01	2018/06/30
1.29.9	Once-off fee	2017/03/20	2017/03/27
1.29.10	Onsite Support Yr.1	2017/07/01	2018/06/30
1.29.13	Operating system and servers setup	2017/06/02	2017/06/02
1.29.14	Organisational change management	2017/07/03	2017/07/03
1.29.15	Refresher Training Yr.1	2017/07/01	2018/06/30
1.29.18	Security roles & definitions	2017/06/02	2017/06/02
1.29.19	SLA Yr.1	2017/07/01	2018/06/30
1.29.22	Software solution	2017/04/26	2017/04/28
1.29.23	User Acceptance Testing (UAT)	2017/06/05	2017/06/05
1.30	g4- Investment management system	2017/03/20	2020/06/30
1.30.1	Assessment of current status	2017/04/03	2017/04/07
1.30.2	Assessment of requirements	2017/04/03	2017/04/07
1.30.3	Database configuration and setup	2017/06/01	2017/06/01
1.30.4	Handholding fee 6 weeks	2017/06/02	2017/06/02
1.30.5	Implementation Training	2017/07/03	2017/07/03
1.30.6	Maintenance Yr. 1	2017/07/01	2018/06/30

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1.30.9	Once-off fee	2017/03/20	2017/03/27
1.30.10	Onsite Support Yr.1	2017/07/01	2018/06/30
1.30.13	Operating system and servers setup	2017/06/02	2017/06/02
1.30.14	Organisational change management	2017/07/03	2017/07/03
1.30.15	Refresher Training Yr.1	2017/07/01	2018/06/30
1.30.18	Security roles & definitions	2017/06/02	2017/06/02
1.30.19	SLA Yr.1	2017/07/01	2018/06/30
1.30.22	Software solution	2017/04/26	2017/04/28
1.30.23	User Acceptance Testing (UAT)	2017/06/05	2017/06/05
1.31	g5- Insurance management system	2017/03/13	2017/03/13
1.32	g6- Grant management system	2017/03/20	2020/06/30
1.32.1	Assessment of current status	2017/04/03	2017/04/07
1.32.2	Assessment of requirements	2017/04/03	2017/04/07
1.32.3	Database configuration and setup	2017/06/01	2017/06/01
1.32.4	Handholding fee 6 weeks	2017/07/03	2017/07/03
1.32.5	Implementation Training	2017/06/02	2017/06/02
1.32.6	Maintenance Yr. 1	2017/07/01	2018/06/30
1.32.9	Once-off fee	2017/03/20	2017/03/27
1.32.10	Onsite Support Yr.1	2017/07/01	2018/06/30
1.32.13	Operating system and servers setup	2017/06/02	2017/06/02
1.32.14	Organisational change management	2017/07/03	2017/07/03
1.32.15	Refresher Training Yr.1	2017/07/01	2018/06/30
1.32.18	Security roles & definitions	2017/06/02	2017/06/02
1.32.19	SLA Yr.1	2017/07/01	2018/06/30
1.32.22	Software solution	2017/04/26	2017/04/28
1.32.23	User Acceptance Testing (UAT)	2017/06/05	2017/06/05
1.33	h1- Billing core	2017/03/20	2020/06/30
1.33.1	Assessment of current status	2017/04/03	2017/04/10
1.33.2	Assessment of requirements	2017/04/03	2017/04/04
1.33.3	Database configuration and setup	2017/06/01	2017/06/01
1.33.4	Handholding fee 6 weeks	2017/07/03	2017/07/10
1.33.5	Implementation Training	2017/06/02	2017/06/02
1.33.6	Maintenance Yr. 1	2017/07/01	2018/06/30
1.33.9	Once-off fee	2017/03/20	2017/03/27
1.33.10	Onsite Support Yr.1	2017/07/01	2018/06/30
1.33.13	Operating system and servers setup	2017/06/02	2017/06/02
1.33.14	Organisational change management	2017/07/03	2017/07/19
1.33.15	Refresher Training Yr.1	2017/07/01	2018/06/30
1.33.18	Security roles & definitions	2017/06/02	2017/06/02
1.33.19	SLA Yr.1	2017/07/01	2018/06/30
1.33.22	Software solution	2017/04/26	2017/04/28
1.33.23	User Acceptance Testing (UAT)	2017/06/05	2017/06/05
1.34	h10- Cemeteries system	2017/03/20	2020/06/30
1.34.1	Assessment of current status	2017/04/03	2017/04/07
1.34.2	Assessment of requirements	2017/04/03	2017/04/07
1.34.3	Database configuration and setup	2017/06/01	2017/06/01
1.34.4	Handholding fee 6 weeks	2017/07/03	2017/07/03
1.34.5	Implementation Training	2017/06/02	2017/06/02
1.34.6	Maintenance Yr. 1	2017/07/01	2018/06/30
1.34.9	Once-off fee	2017/03/20	2017/03/27
1.34.10	Onsite Support Yr.1	2017/07/01	2018/06/30
1.34.13	Operating system and servers setup	2017/06/02	2017/06/02
1.34.14	Organisational change management	2017/07/03	2017/07/03
1.34.15	Refresher Training Yr.1	2017/07/01	2018/06/30
1.34.18	Security roles & definitions	2017/06/02	2017/06/02
1.34.19	SLA Yr.1	2017/07/01	2018/06/30
1.34.22	Software solution	2017/04/26	2017/04/28
1.34.23	User Acceptance Testing (UAT)	2017/06/05	2017/06/05
1.35	h11- Facilities rental systems	2017/03/20	2017/03/20
1.36	h12- Fire and emergency services systems	2017/03/20	2017/03/20
1.37	h13- Fresh produce market systems	2017/03/20	2017/03/20
1.38	h14- Holiday resort systems	2017/03/20	2017/03/20
1.39	h15- Library system	2017/03/20	2017/03/20
1.40	h16- Nurseries systems	2017/03/20	2017/03/20
1.41	h17- Pound system	2017/03/20	2017/03/20
1.42	h18- Residential rental system	2017/03/20	2020/06/30

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1.42.1	Assessment of current status	2017/04/03	2017/04/07
1.42.2	Assessment of requirements	2017/04/03	2017/04/07
1.42.3	Database configuration and setup	2017/06/01	2017/06/01
1.42.4	Handholding fee 6 weeks	2017/07/03	2017/07/03
1.42.5	Implementation Training	2017/06/02	2017/06/02
1.42.6	Maintenance Yr. 1	2017/07/01	2018/06/30
1.42.9	Once-off fee	2017/03/20	2017/03/27
1.42.10	Onsite Support Yr.1	2017/07/01	2018/06/30
1.42.13	Operating system and servers setup	2017/06/02	2017/06/02
1.42.14	Organisational change management	2017/07/03	2017/07/03
1.42.15	Refresher Training Yr.1	2017/07/01	2018/06/30
1.42.18	Security roles & definitions	2017/06/02	2017/06/02
1.42.19	SLA Yr.1	2017/07/01	2018/06/30
1.42.22	Software solution	2017/04/26	2017/04/28
1.42.23	User Acceptance Testing (UAT)	2017/06/05	2017/06/05
1.43	h19- Traffic fines systems	2017/03/20	2017/03/20
1.44	h2- Point of Sales system	2017/03/20	2020/06/30
1.44.1	Assessment of current status	2017/04/03	2017/04/07
1.44.2	Assessment of requirements	2017/04/03	2017/04/07
1.44.3	Database configuration and setup	2017/06/01	2017/06/01
1.44.4	Handholding fee 6 weeks	2017/07/03	2017/07/03
1.44.5	Implementation Training	2017/06/02	2017/06/02
1.44.6	Maintenance Yr. 1	2017/07/01	2018/06/30
1.44.9	Once-off fee	2017/03/20	2017/03/27
1.44.10	Onsite Support Yr.1	2017/07/01	2018/06/30
1.44.13	Operating system and servers setup	2017/06/02	2017/06/02
1.44.14	Organisational change management	2017/07/03	2017/07/05
1.44.15	Refresher Training Yr.1	2017/07/01	2018/06/30
1.44.18	Security roles & definitions	2017/06/02	2017/06/02
1.44.19	SLA Yr.1	2017/07/01	2018/06/30
1.44.22	Software solution	2017/04/26	2017/04/28
1.44.23	User Acceptance Testing (UAT)	2017/06/05	2017/06/05
1.45	h20- Transport services systems	2017/03/20	2017/03/20
1.46	h21- Weigh bridge system	2017/03/20	2017/03/20
1.47	h3- Metered services	2017/03/20	2020/06/30
1.47.1	Assessment of current status	2017/04/03	2017/04/07
1.47.2	Assessment of requirements	2017/04/03	2017/04/07
1.47.3	Database configuration and setup	2017/06/01	2017/06/01
1.47.4	Handholding fee 6 weeks	2017/07/03	2017/07/04
1.47.5	Implementation Training	2017/06/02	2017/06/02
1.47.6	Maintenance Yr. 1	2017/07/01	2018/06/30
1.47.9	Once-off fee	2017/03/20	2017/03/27
1.47.10	Onsite Support Yr.1	2017/07/01	2018/06/30
1.47.13	Operating system and servers setup	2017/06/02	2017/06/02
1.47.14	Organisational change management	2017/07/03	2017/07/07
1.47.15	Refresher Training Yr.1	2017/07/01	2018/06/30
1.47.18	Security roles & definitions	2017/06/02	2017/06/02
1.47.19	SLA Yr.1	2017/07/01	2018/06/30
1.47.22	Software solution	2017/04/26	2017/04/28
1.47.23	User Acceptance Testing (UAT)	2017/06/05	2017/06/05
1.48	h4- Prepaid vending system / Integration at debtor level from 3rd party.	2017/03/20	2020/06/30
1.48.1	Assessment of current status	2017/04/03	2017/04/07
1.48.2	Assessment of requirements	2017/04/03	2017/04/07
1.48.3	Database configuration and setup	2017/06/01	2017/06/01
1.48.4	Handholding fee 6 weeks	2017/07/03	2017/07/04
1.48.5	Implementation Training	2017/06/02	2017/06/02
1.48.6	Maintenance Yr. 1	2017/07/01	2018/06/30
1.48.9	Once-off fee	2017/03/20	2017/03/27
1.48.10	Onsite Support Yr.1	2017/07/01	2018/06/30
1.48.13	Operating system and servers setup	2017/06/02	2017/06/02
1.48.14	Organisational change management	2017/07/03	2017/07/05
1.48.15	Refresher Training Yr.1	2017/07/01	2018/06/30
1.48.18	Security roles & definitions	2017/06/02	2017/06/02
1.48.19	SLA Yr.1	2017/07/01	2018/06/30
1.48.22	Software solution	2017/04/26	2017/04/28
1.48.23	User Acceptance Testing (UAT)	2017/06/05	2017/06/05

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1.49	h5- Consumer portal	2017/03/20	2020/06/30
1.49.1	Assessment of current status	2017/04/03	2017/04/07
1.49.2	Assessment of requirements	2017/04/03	2017/04/07
1.49.3	Database configuration and setup	2017/06/01	2017/06/01
1.49.4	Handholding fee 6 weeks	2017/07/03	2017/07/03
1.49.5	Implementation Training	2017/06/02	2017/06/02
1.49.6	Maintenance Yr. 1	2017/07/01	2018/06/30
1.49.9	Once-off fee	2017/03/20	2017/03/27
1.49.10	Onsite Support Yr.1	2017/07/01	2018/06/30
1.49.13	Operating system and servers setup	2017/06/02	2017/06/02
1.49.14	Organisational change management	2017/07/03	2017/07/03
1.49.15	Refresher Training Yr.1	2017/07/01	2018/06/30
1.49.18	Security roles & definitions	2017/06/02	2017/06/02
1.49.19	SLA Yr.1	2017/07/01	2018/06/30
1.49.22	Software solution	2017/04/26	2017/04/28
1.49.23	User Acceptance Testing (UAT)	2017/06/05	2017/06/05
1.50	h6- Debt collection system	2017/03/20	2020/06/30
1.50.1	Assessment of current status	2017/04/03	2017/04/07
1.50.2	Assessment of requirements	2017/04/03	2017/04/07
1.50.3	Database configuration and setup	2017/06/01	2017/06/01
1.50.4	Handholding fee 6 weeks	2017/07/03	2017/07/03
1.50.5	Implementation Training	2017/06/02	2017/06/02
1.50.6	Maintenance Yr. 1	2017/07/01	2018/06/30
1.50.9	Once-off fee	2017/03/20	2017/03/27
1.50.10	Onsite Support Yr.1	2017/07/01	2018/06/30
1.50.13	Operating system and servers setup	2017/06/02	2017/06/02
1.50.14	Organisational change management	2017/07/03	2017/07/03
1.50.15	Refresher Training Yr.1	2017/07/01	2018/06/30
1.50.18	Security roles & definitions	2017/06/02	2017/06/02
1.50.19	SLA Yr.1	2017/07/01	2018/06/30
1.50.22	Software solution	2017/04/26	2017/04/28
1.50.23	User Acceptance Testing (UAT)	2017/06/05	2017/06/05
1.51	h7- Credit control system	2017/03/20	2020/06/30
1.51.1	Assessment of current status	2017/04/03	2017/04/07
1.51.2	Assessment of requirements	2017/04/03	2017/04/07
1.51.3	Database configuration and setup	2017/06/01	2017/06/01
1.51.4	Handholding fee 6 weeks	2017/07/03	2017/07/04
1.51.5	Implementation Training	2017/06/02	2017/06/02
1.51.6	Maintenance Yr. 1	2017/07/01	2018/06/30
1.51.9	Once-off fee	2017/03/20	2017/03/27
1.51.10	Onsite Support Yr.1	2017/07/01	2018/06/30
1.51.13	Operating system and servers setup	2017/06/02	2017/06/02
1.51.14	Organisational change management	2017/07/03	2017/07/05
1.51.15	Refresher Training Yr.1	2017/07/01	2018/06/30
1.51.18	Security roles & definitions	2017/06/02	2017/06/02
1.51.19	SLA Yr.1	2017/07/01	2018/06/30
1.51.22	Software solution	2017/04/26	2017/04/28
1.51.23	User Acceptance Testing (UAT)	2017/06/05	2017/06/05
1.52	h8- SMS and email management system	2017/03/20	2020/06/30
1.52.1	Assessment of current status	2017/04/03	2017/04/07
1.52.2	Assessment of requirements	2017/04/03	2017/04/07
1.52.3	Database configuration and setup	2017/06/01	2017/06/01
1.52.4	Handholding fee 6 weeks	2017/07/03	2017/07/03
1.52.5	Implementation Training	2017/06/02	2017/06/02
1.52.6	Maintenance Yr. 1	2017/07/01	2018/06/30
1.52.9	Once-off fee	2017/03/20	2017/03/27
1.52.10	Onsite Support Yr.1	2017/07/01	2018/06/30
1.52.13	Operating system and servers setup	2017/06/02	2017/06/02
1.52.14	Organisational change management	2017/07/03	2017/07/03
1.52.15	Refresher Training Yr.1	2017/07/01	2018/06/30
1.52.18	Security roles & definitions	2017/06/02	2017/06/02
1.52.19	SLA Yr.1	2017/07/01	2018/06/30
1.52.22	Software solution	2017/04/26	2017/04/28
1.52.23	User Acceptance Testing (UAT)	2017/06/05	2017/06/05
1.53	h9- Abattoir system	2017/03/20	2017/03/20
1.54	i1- Valuation roll	2017/04/03	2020/06/30

1.54.1	Assessment of current status	2017/04/03	2017/04/07
1.54.2	Assessment of requirements	2017/04/03	2017/04/10
1.54.3	Database configuration and setup	2017/06/01	2017/06/01
1.54.4	Handholding fee 6 weeks	2017/07/03	2017/07/06
1.54.5	Implementation Training	2017/06/02	2017/06/07
1.54.6	Maintenance Yr. 1	2017/07/01	2018/06/30
1.54.9	Onsite Support Yr.1	2017/07/01	2018/06/30
1.54.12	Operating system and servers setup	2017/06/02	2017/06/02
1.54.13	Refresher Training Yr.1	2017/07/01	2018/06/30
1.55	i2- Property Register	2017/04/03	2020/06/30
1.55.1	Assessment of current status	2017/04/03	2017/04/07
1.55.2	Assessment of requirements	2017/04/03	2017/04/07
1.55.3	Database configuration and setup	2017/06/01	2017/06/01
1.55.4	Handholding fee 6 weeks	2017/07/03	2017/07/03
1.55.5	Implementation Training	2017/06/02	2017/06/02
1.55.6	Maintenance Yr. 1	2017/07/01	2018/06/30
1.55.9	Onsite Support Yr.1	2017/07/01	2018/06/30
1.55.12	Operating system and servers setup	2017/06/02	2017/06/02
1.55.13	Refresher Training Yr.1	2017/07/01	2018/06/30
1.55.16	User Acceptance Testing (UAT)	2017/06/05	2017/06/06
1.56	i3- GIS viewer	2017/04/05	2017/04/25
1.56.1	Database configuration and setup	2017/04/05	2017/04/25
1.57	j1- Human Resource module	2017/03/20	2020/06/30
1.57.1	Assessment of current status	2017/04/03	2017/04/07
1.57.2	Assessment of requirements	2017/04/03	2017/04/07
1.57.3	Database configuration and setup	2017/04/05	2017/04/07
1.57.4	Handholding fee 6 weeks	2017/04/13	2017/04/18
1.57.5	Implementation Training	2017/04/10	2017/04/11
1.57.6	Maintenance Yr. 1	2017/07/01	2018/06/30
1.57.9	Once-off fee	2017/03/20	2017/03/20
1.57.10	Onsite Support Yr.1	2017/07/01	2018/06/30
1.57.13	Operating system and servers setup	2017/04/04	2017/04/07
1.57.14	Organisational change management	2017/04/13	2017/04/19
1.57.15	Refresher Training Yr.1	2017/07/01	2018/06/30
1.57.18	Security roles & definitions	2017/04/04	2017/04/04
1.57.19	SLA Yr.1	2017/07/01	2018/06/30
1.57.22	Software solution	2017/04/18	2017/04/19
1.57.23	User Acceptance Testing (UAT)	2017/04/17	2017/04/17
1.58	j2- Leave module	2017/03/20	2020/06/30
1.58.1	Assessment of current status	2017/04/03	2017/04/07
1.58.2	Assessment of requirements	2017/04/03	2017/04/07
1.58.3	Database configuration and setup	2017/04/05	2017/04/07
1.58.4	Handholding fee 6 weeks	2017/04/13	2017/04/18
1.58.5	Implementation Training	2017/04/10	2017/04/11
1.58.6	Maintenance Yr. 1	2017/07/01	2018/06/30
1.58.9	Once-off fee	2017/03/20	2017/03/27
1.58.10	Onsite Support Yr.1	2017/07/01	2018/06/30
1.58.13	Operating system and servers setup	2017/04/04	2017/04/07
1.58.14	Organisational change management	2017/04/13	2017/04/18
1.58.15	Refresher Training Yr.1	2017/07/01	2018/06/30
1.58.18	Security roles & definitions	2017/04/04	2017/04/04
1.58.19	SLA Yr.1	2017/07/01	2018/06/30
1.58.22	Software solution	2017/04/18	2017/04/19
1.58.23	User Acceptance Testing (UAT)	2017/04/17	2017/04/17
1.59	j3- Payroll	2017/03/20	2020/06/30
1.59.1	Assessment of current status	2017/04/03	2017/04/07
1.59.2	Assessment of requirements	2017/04/03	2017/04/07
1.59.3	Database configuration and setup	2017/04/07	2017/04/07
1.59.4	Handholding fee 6 weeks	2017/04/13	2017/04/18
1.59.5	Implementation Training	2017/04/11	2017/04/12
1.59.6	Maintenance Yr. 1	2017/07/01	2018/06/30
1.59.9	Once-off fee	2017/03/20	2017/03/20
1.59.10	Onsite Support Yr.1	2017/07/01	2018/06/30
1.59.13	Operating system and servers setup	2017/04/04	2017/04/07
1.59.14	Organisational change management	2017/04/13	2017/04/20
1.59.15	Refresher Training Yr.1	2017/07/01	2018/06/30

1.59.18	Security roles & definitions	2017/04/04	2017/04/04
1.59.19	SLA Yr.1	2017/07/01	2018/06/30
1.59.22	Software solution	2017/04/18	2017/04/19
1.59.23	User Acceptance Testing (UAT)	2017/04/17	2017/04/17
1.60	j4- Time and attendance	2017/03/20	2020/06/30
1.60.1	Assessment of current status	2017/04/03	2017/04/07
1.60.2	Assessment of requirements	2017/04/03	2017/04/07
1.60.3	Database configuration and setup	2017/04/05	2017/04/25
1.60.4	Handholding fee 6 weeks	2017/05/02	2017/05/05
1.60.5	Implementation Training	2017/04/26	2017/04/26
1.60.6	Maintenance Yr. 1	2017/07/01	2018/06/30
1.60.9	Once-off fee	2017/03/20	2017/03/27
1.60.10	Onsite Support Yr.1	2017/07/01	2018/06/30
1.60.13	Operating system and servers setup	2017/04/19	2017/04/26
1.60.14	Organisational change management	2017/04/11	2017/04/14
1.60.15	Refresher Training Yr. 1	2017/07/01	2018/06/30
1.60.18	Security roles & definitions	2017/04/19	2017/04/19
1.60.19	SLA Yr.1	2017/07/01	2018/06/30
1.60.22	Software solution	2017/04/19	2017/04/26
1.60.23	User Acceptance Testing (UAT)	2017/05/05	2017/05/05
1.61	k1- Work flow	2017/03/20	2017/03/20
1.62	k2- Document management	2017/03/20	2020/06/30
1.62.1	Assessment of current status	2017/04/03	2017/04/07
1.62.2	Handholding fee 6 weeks	2017/07/03	2017/07/12
1.62.3	Implementation Training	2017/06/02	2017/06/12
1.62.4	Maintenance Yr. 1	2017/07/01	2018/06/30
1.62.7	Once-off fee	2017/03/20	2017/03/27
1.62.8	Onsite Support Yr.1	2017/07/01	2018/06/30
1.62.11	Refresher Training Yr. 1	2017/07/01	2018/06/30
1.62.14	SLA Yr.1	2017/07/01	2018/06/30
1.62.17	Software solution	2017/04/26	2017/04/28
1.62.18	User Acceptance Testing (UAT)	2017/06/05	2017/06/06
1.63	k3- Biometric system access and -verification	2017/03/20	2017/03/20
1.64	k4- Resolution Tracker	2017/03/20	2017/03/20
1.65	k5- Task Tracker	2017/03/20	2017/03/20
1.66	k6- Website Maintenance	2017/04/03	2020/06/30
1.66.1	Assessment of current status	2017/04/03	2017/04/07
1.66.2	Assessment of requirements	2017/04/03	2017/04/07
1.66.3	Handholding fee 6 weeks	2017/07/03	2017/07/05
1.66.4	Implementation Training	2017/06/02	2017/06/07
1.66.5	Maintenance Yr. 1	2017/07/01	2018/06/30
1.66.8	Onsite Support Yr.1	2017/07/01	2018/06/30
1.66.11	Organisational change management	2017/07/03	2017/07/04
1.66.12	Refresher Training Yr.1	2017/07/01	2018/06/30
1.66.15	SLA Yr.1	2017/07/01	2018/06/30
1.66.18	User Acceptance Testing (UAT)	2017/06/05	2017/06/05
1.67	k7- Risk management	2017/03/20	2020/06/30
1.67.1	Assessment of current status	2017/04/03	2017/04/07
1.67.2	Handholding fee 6 weeks	2017/07/03	2017/07/04
1.67.3	Implementation Training	2017/06/02	2017/06/02
1.67.4	Maintenance Yr. 1	2017/07/01	2018/06/30
1.67.7	Once-off fee	2017/03/20	2017/03/27
1.67.8	Onsite Support Yr. 1	2017/07/01	2018/06/30
1.67.11	Refresher Training Yr.1	2017/07/01	2018/06/30
1.67.14	SLA Yr.1	2017/07/01	2018/06/30
1.67.17	Software solution	2017/04/26	2017/04/28
1.67.18	User Acceptance Testing (UAT)	2017/06/05	2017/06/05
1.68	l1- Report writer	2017/03/20	2020/06/30
1.68.1	Assessment of current status	2017/04/03	2017/04/07
1.68.2	Assessment of requirements	2017/04/03	2017/04/07
1.68.3	Database configuration and setup	2017/06/01	2017/06/01
1.68.4	Handholding fee 6 weeks	2017/07/03	2017/07/03
1.68.5	Implementation Training	2017/06/02	2017/06/02
1.68.6	Maintenance Yr. 1	2017/07/01	2018/06/30
1.68.9	Once-off fee	2017/03/20	2017/03/27
1.68.10	Onsite Support Yr.1	2017/07/01	2018/06/30

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1.68.13	Operating system and servers setup	2017/06/02	2017/06/02
1.68.14	Organisational change management	2017/07/03	2017/07/04
1.68.15	Refresher Training Yr.1	2017/07/01	2018/06/30
1.68.18	Security roles & definitions	2017/06/02	2017/06/02
1.68.19	SLA Yr.1	2017/07/01	2018/06/30
1.68.22	Software solution	2017/04/26	2017/04/28
1.68.23	User Acceptance Testing (UAT)	2017/06/05	2017/06/05
1.69	I2- Statutory reporting	2017/03/20	2020/06/30
1.69.1	Implementation Training	2017/06/02	2017/06/02
1.69.4	Once-off fee	2017/03/20	2017/03/27
1.69.6	Refresher Training Yr.1	2017/07/01	2018/06/30
1.69.9	Software solution	2017/04/26	2017/04/28
1.70	I3- Annual financial statements	2017/03/20	2020/06/30
1.70.1	Implementation Training	2017/06/02	2017/06/02
1.70.4	Once-off fee	2017/03/20	2017/03/27
1.70.5	Refresher Training Yr.1	2017/07/01	2018/06/30
1.70.8	Software solution	2017/04/26	2017/04/28
1.71	I4- Management dashboards	2017/03/20	2020/06/30
1.71.1	Assessment of current status	2017/04/03	2017/04/07
1.71.2	Assessment of requirements	2017/04/03	2017/04/07
1.71.3	Database configuration and setup	2017/06/01	2017/06/01
1.71.4	Handholding fee 6 weeks	2017/07/03	2017/07/03
1.71.5	Implementation Training	2017/06/02	2017/06/02
1.71.6	Maintenance Yr. 1	2017/07/01	2018/06/30
1.71.9	Once-off fee	2017/03/20	2017/03/27
1.71.10	Onsite Support Yr.1	2017/07/01	2018/06/30
1.71.13	Operating system and servers setup	2017/06/02	2017/06/02
1.71.14	Organisational change management	2017/07/03	2017/07/03
1.71.15	Refresher Training Yr.1	2017/07/01	2018/06/30
1.71.18	Security roles & definitions	2017/06/02	2017/06/02
1.71.19	SLA Yr.1	2017/07/01	2018/06/30
1.71.22	Software solution	2017/04/26	2017/04/28
1.71.23	User Acceptance Testing (UAT)	2017/06/05	2017/06/05

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