



BID NOTIFICATION

**BIDDERS ARE HEREBY INVITED TO SUBMIT BIDS IN
RESPECT OF THE FOLLOWING SERVICES:**

**PROVISION OF AN INTEGRATED HUMAN RESOURCE
AND FINANCE SYSTEM**

NCT- 4/3/2/41

Date Issued: 23 September 2021

Compulsory Briefing session: 15 October 2021 at 10:00am

Will be held on NCT Microsoft Teams platform, Bidders are required to reserve space by sending an email to tmozanane@thenct.org.za and mgroenewald@thenct.org.za to request the link and the login details for the session before close of business 12 October 2021.

Closing Date and Time: 29 October 2021 at 12:00pm

Bid Validity Period: 90 calendar days

ADDRESS:

**Lakefield Office Park – Ground floor Building B
272 West Avenue**

Corner of West Avenue and Lenchen Avenue North, Centurion, Pretoria

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1. INTRODUCTION

1.1. The National Consumer Tribunal (“NCT”) was established in terms of the National Credit Act, No. 34 of 2005 (“the NCA”) as amended and in terms of the Consumer Protection Act, Act No. 68 of 2008 (“the CPA”)

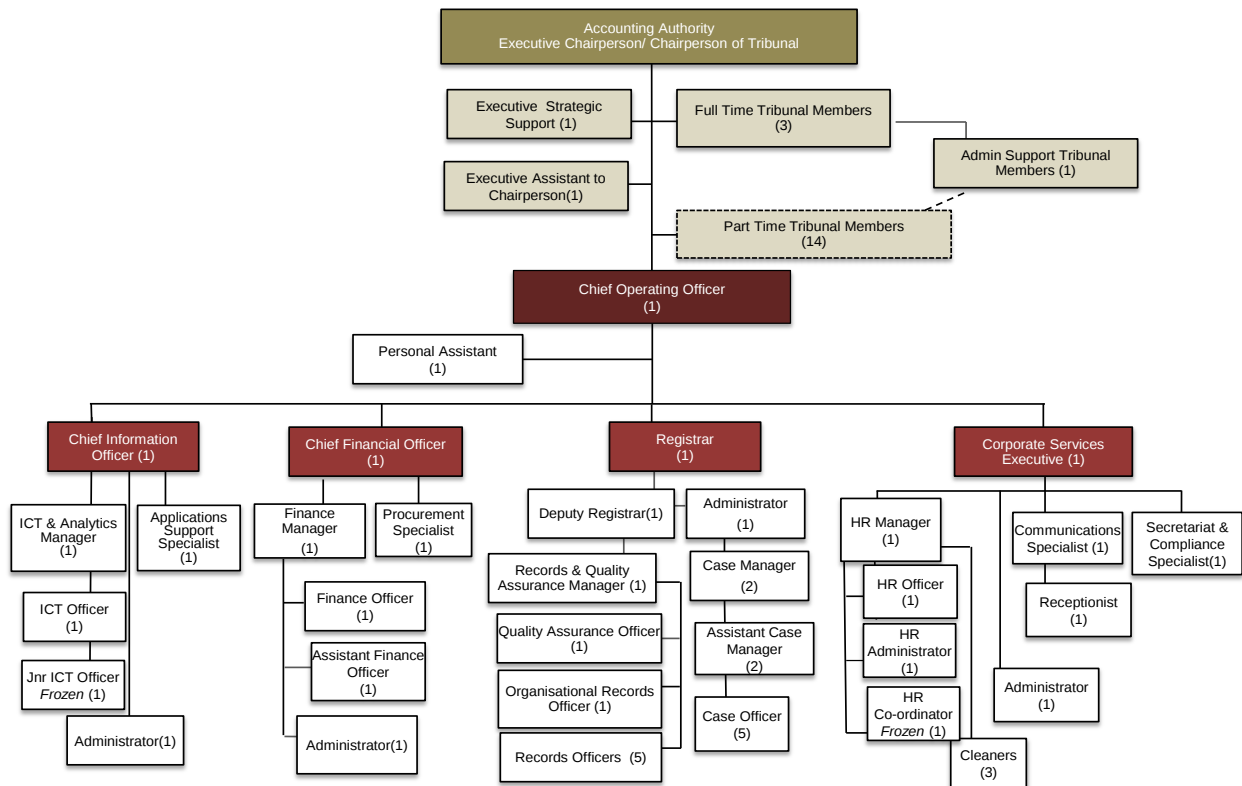
1.2. Mandate and functional purpose

As an independent adjudicative entity, the NCT’s mandate is to hear and decide on cases involving consumers, service providers, credit providers, debt counsellors and credit bureaux. It is also responsible for reviewing decisions made by the National Credit Regulator and the National Consumer Commission.

In pursuing this mandate, the functions of the NCT is to –

- Adjudicate on any application or referral that may be made to it in terms of the National Credit Act and Consumer Protection Act;
- Make any order provided for in these Acts regarding such an application or referral of prohibited conduct and if finding that a contravention exists, by imposing a remedy provided for in these Acts;
- Grant an order for costs in terms of these Acts;
- Exercise any other power conferred on it by these Acts.

- The NCT's Organogram is outlined below:



2. SERVICES REQUIRED

The Tribunal wishes to procure an efficient and fully functional end to end Integrated Human Resource IT Platform system and linked to the electronic Employee Self Service System (ESS) and Finance system, which meets the following criteria for 100 users. It is imperative for the functionality of the system to have the capability to accommodate in excess of 100 users.

The outputs of the required system should include the following:

2.1.1 Human Resource Master Data:

The system shall maintain, including but not limited to the following on staff personal information:

- 2.1.1.1 Organogram management and sign off
- 2.1.1.2 Staff number, staff name and other personal information (NRIC number, nationality, race etc)
- 2.1.1.3 Educational and professional certification records
- 2.1.1.4 Past employment history records
- 2.1.1.5 Spouse, dependents and emergency contact information
- 2.1.1.6 The system shall maintain, including but not limited to the following for employment

records:

- 2.1.1.6.1 Reporting line (immediate supervisor, subordinates)
- 2.1.1.6.2 Hire date, conversion date, confirmation date and all career related transactions.
- 2.1.1.6.3 Employment status (permanent, contract, temporary, intern)
- 2.1.1.6.4 Staff deployment (appointments, transfers, secondments, rotations, promotion)
- 2.1.1.6.5 Job band and salary
- 2.1.1.6.6 Resignation reason and resignation date
- 2.1.1.7 The system shall have the capability to perform, including but not limited to the following:
 - 2.1.1.7.1 Create organisation structure and headcount establishment for the financial year
 - 2.1.1.7.2 Notification prompt whenever a personnel action is required for specific staff (contract renewal, employment pass expiry etc)
 - 2.1.1.7.3 Allow staff to view and edit selected information in master data, such as updating of contact information
 - 2.1.1.7.4 Allow supervisor to view selected information, such as career history, leave records
 - 2.1.1.7.5 Set access for other staff to view selected information
 - 2.1.1.7.6 Upload of multiple attachments in various formats (PDF, Word, etc)

2.1.2 Performance Management (Target setting, Appraisal):

The system shall provide, including but not limited to the following:

- 2.1.2.1 Flexibility to create Key Performance Indicator (KPI) setting forms
- 2.1.2.2 Create multiple year-end appraisal forms for different groups of staff (with different competency levels), with fields for weightage, scales and ratings.
- 2.1.2.3 Flexibility to port details in KPI for year-end assessment
- 2.1.2.4 Allow for multiple reviews (i.e. mid-year, year-end review)
- 2.1.2.5 Define approval flow and routing process and routing process (e.g. review by multiple managers from different departments for transfer cases)
- 2.1.2.6 Staff to enter, edit, view, submit and print appraisal form
- 2.1.2.7 Upload of multiple attachments in various formats (PDF, Word, etc)
- 2.1.2.8 Auto-calculate final scores based on weightage and scoring
- 2.1.2.9 Notify approvers to approve KPI's and appraisals, with periodic email reminders
- 2.1.2.10 Track the submission status, including where the forms are pending
- 2.1.2.11 Allow for moderation
- 2.1.2.12 Interface of final appraisal grade(after moderation) from the performance appraisal module to master employee data
- 2.1.2.13 Able to extract, view and print appraisal history

2.1.3 Leave Benefits:

The system shall have the capability to perform, including but not limited to the following:

- 2.1.3.1 Create or modify leave schemes and leave types when necessary
- 2.1.3.2 Maintain leave entitlement for various leave schemes and leave types (e.g. childcare leave, eldercare, family leave, marriage leave)
- 2.1.3.3 Auto calculate pro-rated leave entitlement for staff who did not serve full calendar year of service
- 2.1.3.4 Auto calculate employee's leave entitlement based on years of service
- 2.1.3.5 Allow the approval flow and routing process to be defined (e.g. no pay leave of less than one month to be approved by immediate supervisor, no pay leave of one month or more to be approved by COO)
- 2.1.3.6 Provide for staff to apply, amend, cancel, view and print the status of their leave application
- 2.1.3.7 Notify approvers of to approve leave applications, with periodic email reminders
- 2.1.3.8 Ensure that the leave is approved prior to application date
- 2.1.3.9 When leave is taken prior to approval – leave to be deducted as unpaid unless appropriate motivation is provided and accepted by HR and approved by the COO.
- 2.1.3.10 Flag when leave is in forfeiture cycle with regular reminders.
- 2.1.3.11 Calculate leave provision and costing at any specified point in time based on leave balance
- 2.1.3.12 Upload of multiple attachments in various formats (PDF, Word, etc)

2.1.4 Learning and Development:

The system shall have the capability to perform, including but not limited to the following:

- 2.1.4.1 Allow staff to determine their learning plan.
- 2.1.4.2 Create a list of pre-selected courses with fields like course title, course provider, cost ,etc.
- 2.1.4.3 Allow staff to apply for courses not in the pre-selected list
- 2.1.4.4 Provide for staff to apply, amend, cancel, view and print the status of their training application.
- 2.1.4.5 Notify approvers to approve learning plans and course application, with periodic email reminders
- 2.1.4.6 Create a training evaluation form for post-course feedback
- 2.1.4.7 Track learning progress of individual staff

- 2.1.4.8 Track budget utilisation
- 2.1.4.9 Flag when the study period is completed – at least from 03 months prior to completion date
- 2.1.4.10 Reminders for results to be electronically uploaded and provided
- 2.1.4.11 Link the pay back period – in the event of termination – to be flagged that the employee owes money
- 2.1.4.12 Upload of multiple attachments in various formats (PDF, Word, etc)

2.1.5 Employee Relations Module

- 2.1.5.1 Name, title, nature of misconduct and sanction
- 2.1.5.2 In the event of poor performance – the initial discussions
- 2.1.5.3 PIP and monitoring of progress
- 2.1.5.4 If consistently improved performance – then close off the matter, where no improvement/inconsistent improvement – implementation of the poor performance hearing and sanction

2.1.6 Employment Equity Module:

- 2.1.6.1 Name, surname, designation, race and category of employee
- 2.1.6.2 As per the Employment Equity reporting for the department of employment and labour

2.1.7 Payroll Administration

The system shall perform automatic calculation of payroll (with formulas as determined by legislation), including but not limited to the following:

- 2.1.7.1 Regular monthly payroll for different groups of staff (i.e. permanent, contract, temporary, interns, hourly rated, etc)
- 2.1.7.2 Allowances, payments and deductions
- 2.1.7.3 Bonuses (based on different criteria, e.g. length of service)
- 2.1.7.4 Retroactive salary and other pay items.
The system shall have the capability to:
- 2.1.7.5 Allow access to creation of unlimited new codes (e.g. division, department, cost centre, occupation, wage types) and pay types (e.g. monthly rated, hourly rated)
- 2.1.7.6 Maintain salary scale by salary structure
- 2.1.7.7 Maintain compensation history on a monthly basis and year to date basis
- 2.1.7.8 Have an upload program for HR user to upload pay items

- 2.1.7.9 Integrate payroll and leave provisions/balance
- 2.1.7.10 Process additional payroll runs (off-cycle, special run, bonus run)
- 2.1.7.11 Generate payroll-related files, IRP, payslip, etc. in the format required by the relevant authorities
- 2.1.7.12 The system needs to have an automatic interface to the NCT finance accounting system to transfer required payroll data.

2.1.8 General:

For all the modules, the system shall provide for the following:

- 2.1.8.1 Different access for different groups of users (Master User, HR Administrators, Management Committee, Supervisors, Staff).
- 2.1.8.2 Autosave and logout after a period of inactivity
- 2.1.8.3 Audit trail availability to capture all actions performed by users
- 2.1.8.4 Auto backup of data on the server on a daily basis (a full cloud hosted solution is preferred)
- 2.1.8.5 Allow users to generate reports using standard reports or ad-hoc queries
- 2.1.8.6 All reports to be available for export to Word, Excel, PDF or other formats
- 2.1.8.7 Able to generate graphical charts on the report data
- 2.1.8.8 The solution platform should have an open API capability, to facilitate any future interfaces or integration requirement with other application systems.

2.1.9 Change Management and Training:

The following materials and information are to be provided to assist with training of users and ensure smooth adoption of the system. The Gallery shall have the right to reproduce unlimited copies of such document for internal use without any additional cost.

- 2.1.9.1 Digital training guides
- 2.1.9.2 Interactive training guides/Training videos
- 2.1.9.3 Change Framework and Change Project Plan
- 2.1.9.4 The tenderer shall conduct a minimum of two (2) training sessions (minimum half day duration) for the different groups of users: HR Administrators, Supervisors
- 2.1.9.5 The tenderer shall conduct a minimum of two (2) mass presentation briefings and training to all staff on the usage of the system.

2.1.9.6 The Gallery can request for more training sessions with the aim to ensure adequate training are provided to all the relevant staff using the system.

2.1.10 Technical Requirements

2.1.10.1 The application must have as its underlying database Microsoft SQL Server. File based databases will not be accepted.

2.1.10.2 The application must have a supported Windows compatible installation.

2.1.10.3 The application must be able to operate and be supported in a Microsoft Hyper V virtualized environment.

2.1.10.4 The application must be web-based with support for the latest SSL encryption standards (e.g TLS 1.2 and 1.3) as well as secure cypher suites.

2.1.10.5 The application must support a highly available presentation and database layer.

2.1.10.6 The application must support customizable role-based access control as a minimum.

2.1.10.7 The application must have password complexity and expiry for built-in accounts and support for Active Directory (Native AD or LDAPS) integration for login accounts.

2.1.10.8 Passwords in the database should be encrypted when stored.

2.1.10.9 Technical support must include application and security updates and alerts for known vulnerabilities on a regular basis.

2.1.10.10 The application must have built in audit trail functionality for all transactions.

2.1.10.11 The application must have an alerts and reminders function for critical events that must go to targeted users.

2.1.10.12 The application must have a seamless electronic interface for exchanging information between the finance functions (e.g. payroll) and the HR functions (e.g. leave information which is captured, operated and stored on the ESS electronic system)

2.1.10.13 The application must have a easy to use and user friendly administration function for allowing NCT to perform tasks such as creation/modification/deletion of user accounts, defining access rights, initiation of application level backup and restore, performing of patch update.

2.1.11 User requirements

2.1.11.1 Migration of existing HR and payroll data (current systems will be provided upon request for security reasons)

2.1.11.2 User and Administrative training

2.1.11.3 Technical Training

The Finance System is required in two phases:

2.1.12 Payroll and Contract Management: (Phase 1)

2.1.13 Payroll (Critical)

- 2.1.13.1 Backed by years of payroll experience
- 2.1.13.2 Reliable and secure
- 2.1.13.3 User-friendly reporting & reporting histories & payslips. Maintain compensation history on a monthly basis and year to date basis
- 2.1.13.4 Use pre-defined payslip definitions to set up once-off or fixed payments and deductions. Automatic PAYE, UIF, SDL calculations & union payment calculations.
- 2.1.13.5 Allow (but not limited to) the processing of annual, adhoc and performance bonuses, travel allowance and reimbursive kilometers, overtime, leave pay-outs, independent contractors, bursaries and other non-cash benefit, medical aid, pension, provident & retirement funds.
- 2.1.13.6 Automated, timely updates to software to ensure compliance with local legislation and legal reporting
- 2.1.13.7 Automated and timely updates ensure the NCT is always up-to-date with tax legislation and regulatory requirements (Legislative reporting required by the Department of Labour and SETAs, including OID, EEA2 and EEA4, Monthly Employer Declarations (EMP201), Interim or Annual Employer Reconciliation Declarations (EMP501), Tax Certificates (IPR5) or UIF Declaration to the Department of Labour)
This will assist to avoid penalties for not filing on time or calculating tax incorrectly.
- 2.1.13.8 Leave days to integrate from HR system
- 2.1.13.9 Audit trails & audit reports
- 2.1.13.10 Stringent access control
- 2.1.13.11 Allow for payroll batch imports into the relevant bank used by the NCT
- 2.1.13.12 Payroll journal to transfer from payroll system to accounting package/general ledger.
- 2.1.13.13 Immediate telephone support for payroll queries
- 2.1.13.14 Consultant support
- 2.1.13.15 Added advantage would be if the suppliers offers payroll training for legislative updates

2.1.14 Contract Management: Contract Management Software

- 2.1.14.1 This should include approval workflows with e-signatures
- 2.1.14.2 Uploading of contracts with access to certain roles and storage of the SLA's
- 2.1.14.3 Automatic reminders of termination date of the contracts via notification reminders at least 6 months before expiry to relevant role players
- 2.1.14.4 Status of the SLA's i.e. where the SLA is sitting after the procurement process has been approved.
- 2.1.14.5 Calculation of balance of the PO and SLA – monthly updates which should also be sent to the relevant role players
- 2.1.14.6 Performance monitoring of service provider feature where this can be tracked on the system to assist with remedial action
- 2.1.14.7 Automatic Contract register with relevant fields – this should be updated at least monthly.

2.1.15 Full Accounting Package: (Phase 2)

2.1.16 General Ledger

- 2.1.16.1 Chart of accounts (Critical)
- 2.1.16.2 Work flow/approval levels for transaction processing
- 2.1.16.3 Work flow/approval levels for journals (Critical)
- 2.1.16.4 Month and Year-End Closing
- 2.1.16.5 Basic Financial Statements
- 2.1.16.6 Sub-Ledgers (debtors and creditors / cashbook) (Critical)
- 2.1.16.7 Recurring Transactions
- 2.1.16.8 Drill Down capability for analysis
- 2.1.16.9 Detailed General Ledger (critical)
- 2.1.16.10 Detailed Trial Balance (critical)

2.1.17 Procure to pay

- 2.1.17.1 3-way matching of Purchase Order to Invoice to Payment

2.1.18 Bank and Cash

- 2.1.18.1 Cashbook module (critical)
- 2.1.18.2 Bank Reconciliations
- 2.1.18.3 Cash flow reporting

2.1.19 Accounts Payable Module

- 2.1.19.1 Vendor Master File
- 2.1.19.2 Purchasing Controls
- 2.1.19.3 Payable Analysis
- 2.1.19.4 Automated/recurring payments
- 2.1.19.5 Invoices capture
- 2.1.19.6 Accrual
- 2.1.19.7 Accounts Payable Reconciliation

2.1.20 Accounts Receivable Module

- 2.1.20.1 Customer Master File
- 2.1.20.2 Cash receipts
- 2.1.20.3 Debtors Age Analysis
- 2.1.20.4 Debt collection
- 2.1.20.5 Recurring Revenue Management
- 2.1.20.6 Accounts Receivable Reconciliation
- 2.1.20.7 Accounting for income received in advance

2.1.21 Budgeting

- 2.1.21.1 Review past budgets
- 2.1.21.2 Create New Budgets (Monthly, quarterly and annually)
- 2.1.21.3 Forecasting
- 2.1.21.4 Make and track changes to budget
- 2.1.21.5 Allow for 3-year budgets for APP

2.1.22 Fixed Assets

- 2.1.22.1 Must have the basic information that is required in terms of GRAP
- 2.1.22.2 (Date, description, serial number, asset number, useful life, amount, condition, location etc)
- 2.1.22.3 Barcode/Rfid Tracking

- 2.1.22.4 Maintenance Tracking
- 2.1.22.5 Depreciation Calculation taking into account residual values
- 2.1.22.6 Fixed Asset summary report in line with GRAP standards (Cost, Accumulated depreciation, book value) (Depreciation, Write-off, additions, disposals, etc)

2.1.23 Management Account and Quarter Reports

- 2.1.23.1 Balance sheet
- 2.1.23.2 Income Statement
- 2.1.23.3 Cash Flow Statements
- 2.1.23.4 Statement of Changes in equity
- 2.1.23.5 Basic Management Accounting Report
- 2.1.23.6 Budget versus Actual Report (Critical)
- 2.1.23.7 Spent versus Future Forecast Reports
- 2.1.23.8 Depreciation Reports
- 2.1.23.9 Revenue Reports
- 2.1.23.10 Cost centre reporting (4 levels) (Unit, Programme, Budget, etc)
- 2.1.23.11 List of monthly payments

2.1.24 Processing of claims

- 2.1.24.1 An added advantage would be if the system had work flow for claims to be processed (Tribunal members)

3. LEGISLATIVE FRAMEWORK OF THE BID

3.1. Tax Legislation

- 3.1.1. Bidder(s) must be compliant when submitting a proposal to the NCT and remain compliant for the entire duration of the contract with all applicable legislative prescripts, particularly the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- 3.1.2. It is a condition of this bid that the successful bidder should be fully tax compliant, alternatively, that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 3.1.3. The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 3.1.4. It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.
- 3.1.5. Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.
- 3.1.6. Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

3.2. Procurement Legislation

The NCT has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000) and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

3.3. Technical Legislation and/or Standards

Bidder(s) should be cognisant of the legislation and/or standards specifically applicable to the services required.

4. TIMELINE OF THE BID PROCESS

- 4.1. The period of validity of Bids and the withdrawal of offers, after the closing date and time shall be 90 days. The project timeframes of this bid are set out below:

Activity	Due Date
Advertisement of bid	23 September 2021
Compulsory briefing and clarification session Will be held on NCT Microsoft Teams platform, Bidders are required to reserve space by sending an email to	15 October 2021 at 10:00am

Activity	Due Date
tmozanane@thenct.org.za and mgroenewald@thenct.org.za to request the link and the login details for the session before close of business 12 October 2021.	
Bid closing date	29 October 2021 at 12:00pm
Notice to bidder(s)	The NCT will endeavour to inform bidders of the outcome of the application.

4.2. All dates and times in this bid are South African standard time.

4.3. Any time or date in this bid is subject to change at the NCT's discretion. The establishment of a time or date in this bid does not create an obligation on the part of the NCT to take any action, or create any right in any way for any bidder to demand that any action be taken on the date established.

4.4. The bidder accepts that, if the NCT extends the deadline for bid submission (the closing date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

5. COMMUNICATION DETAILS

5.1. A nominated official of the bidder(s) can make enquiries in writing, to the procurement@thenct.org.za. Bidder(s) must reduce all telephonic enquiries to writing and send to the abovementioned email address.

5.2. The delegated office of the NCT may communicate with Bidder(s) where clarity is sought in the bid proposal.

5.3. Any communication to an official or a person acting in an advisory capacity for the NCT in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged, unless it is for purposes of providing clarity in respect of the legitimate questions pertaining to the bid. The NCT reserves the right not to answer questions which it considers to be inappropriate.

5.4. All communication between the Bidder(s) and the NCT must be done in writing.

5.5. Whilst all due care has been taken in connection with the preparation of this bid, the NCT makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. The

NCT, and its employees and advisors will not be held liable for any information communicated which may not be accurate, current or complete.

- 5.6. If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the NCT (other than minor administrative matters), the Bidder(s) must promptly notify the NCT in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the NCT an opportunity to consider what corrective action to take if necessary.
- 5.7. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by the NCT shall, if possible, be corrected and be provided to all Bidder(s) without attributing such discrepancy, ambiguity, error or inconsistency to the Bidder(s) who provided the written notice of such matters.
- 5.8. All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

6. LATE BIDS

- 6.1. Bids received after the closing date and time, at the address indicated in the bid documents, shall not be accepted for consideration and where practicable, shall be returned unopened to the Bidder(s).

7. COUNTER CONDITIONS

- 7.1. Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions shall render such bids invalid.

8. FRONTING

- 8.1. Attention is brought to the bidders that Fronting is a criminal offence, punishable by law.
- 8.2. The Government 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 Government condemns any form of fronting.
- 8.3. The Government, in ensuring that Bidders conduct themselves in an honest manner shall, as part

of the bid evaluation processes, conduct, or initiate the necessary enquiries/investigations to determine the accuracy of the representations made in the 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, as well as the provisions of the B-BBEE Act as amended, be established during such enquiry / investigation, the onus shall be on the Bidder / contractor to prove that fronting does not exist.

- 8.4. Failure by the Bidder(s) to provide evidence to the NCT that no fronting conduct was committed 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 Government for a period not exceeding ten years, in addition to any other remedies the NCT may have against the Bidder / contractor concerned. Furthermore, the NCT shall report any suspected acts of fronting to the South African Police Services for investigation.

9. SUPPLIER DUE DILIGENCE

- 9.1. The NCT reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

10. SUBMISSION OF PROPOSALS

- 10.1. All tenders must be clearly marked: “For attention: Chief Operating Officer” with the Tender Reference number included and delivered to:

**The Chief Operating Officer
The National Consumer Tribunal
Ground Floor, Building B
Lakefield Office Park
272 West Avenue
Corner of West Avenue and Lenchen Avenue North
Centurion 0046**

- 10.2. Bid documents shall only be considered when received by the NCT before the closing date and time.
- 10.3. The bidder(s) are required to submit Three (3) copies: One (1) original and Two (2) duplicate and submit by the closing date 29 October 2021 at 12:00 pm. Each submission must be marked correctly and sealed separately for ease of reference during the evaluation process.
- 10.4. Bidders are requested to initial each page of the tender document on the right hand side at the bottom of each page.

11. PRESENTATION / DEMONSTRATION

11.1. The NCT reserves the right to request presentations/demonstrations from the short- listed Bidders as part of the bid evaluation process.

12. DURATION OF THE CONTRACT

12.1. The successful bidder shall be appointed from the date of award for a period of two (2) years.

13. TERMS OF REFERENCE

13.1. Purpose of the bid

The National Consumer Tribunal (NCT) seeks to appoint a service provider to provide an integrated Human Resource and Finance system to the NCT as outlined in detail in paragraph 2 above.

13.2. Scope of work and timing

The Tenderer shall provide a description of services proposed, specifically covering the areas outlined in section 2 above.

13.3. PROPOSAL

Technical component

Refer to section 2.1

13.4. Track Record

Team

Provide resumes of those officers that will be directly involved in the management of the NCT account; who the primary contact will be; and what; if any; experience these officers have in working with public sector clients.

References

- a.) Provide three (3) written current references where services were rendered in the last three years (and if possible, where similar services were provided) who can attest to the bidder's experience as it relates to similar services. Such information should include: -
- The length of time you have provided services,
 - Client name,
 - Contact name and position in company,
 - Address,

- Phone number; and
- Email address

13.5. Cost Proposal

Provide the proposed rates per user for the duration of the contract and indicate the period of validity of these rates.

A tender that does not include the pricing schedule as requested will be disqualified.

13.6. Term of Contract

The service level agreement resulting from this request for proposals shall be for a two (2) year period which will be governed in terms of Service Level Agreement.

14. NCT REQUIREMENTS FOR BIDDERS

14.1. The Technical Information should contain the following information:

14.2. Bidders are required to submit a detailed business proposal consisting of technical and financial information

- The experience and qualifications of the personnel to be allocated to the NCT;
- Provide certified copies of professional qualifications and professional body registration/membership;
- Provide company registration documents (if applicable), board of directors (if applicable) and management and copies of identity documents and CSD Registration Information;
- Provide original or the original certified copy of BBBEE Certificate or original sworn affidavit;
- Provide three (3) or more reference letters from previous clients where similar services were or are being rendered; and
- Full completion of the attached SBD Forms.

15. EVALUATION AND SELECTION CRITERIA

15.1. The NCT has set minimum standards (Gates) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Pre-qualification Criteria (Gate 0)	Technical Evaluation Criteria (Gate 1)	Price and B-BBEE Evaluation (Gate 2)
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Bidders must submit all documents as outlined in paragraph 15.1 (Table 1) Below. Only bidders that comply with ALL these criteria will proceed to Gate 1.	Bidder(s) are required to achieve a minimum of 80 points out of 100 points to proceed to Gate 2 (Price and BEE).	Bidder(s) will be evaluated out of 100 points and Gate 2 will only apply to bidder(s) who have met or exceeded the threshold of 80 points.
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15.2. Gate 0: Pre-qualification Criteria

Without limiting the generality of the NCT's other critical requirements for this Bid, bidders must submit the documents listed in Table 1 below. All documents must be completed and signed by the duly authorised representative of the prospective bidders. During this phase, Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidders' proposals may be disqualified for non-submission of any of the documents.

Table 1: Documents that must be submitted for Pre-qualification

Document that must be Submitted		Guideline	Consequence of Non-submission
Invitation to Bid – SBD 1	Yes	Complete and sign the supplied pro forma document	Disqualification from process
Tax status SBD 1	Yes	i. Written confirmation that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status. ii. Proof of Registration on the Central Supplier Database iii. Vendor number	Disqualification from process
Declaration of Interest – SBD 4	Yes	Complete and sign the supplied pro forma document	Disqualification from process
Preference Point Claim Form – SBD 6.1	Yes	Non-submission will lead to a zero (0) score on BBEE	Zero points awarded for B-BBEE

Document that must be Submitted		Guideline	Consequence of Non-submission
Declaration of Bidder's Past Supply Chain Management Practices – SBD 8	Yes	Complete and sign the supplied pro forma document	Disqualification from process
Certificate of Independent Bid Determination – SBD 9	Yes	Complete and sign the supplied pro forma document	Disqualification from process
Registration on Central Supplier Database (CSD)	Yes	The Service Provider must be registered as a service provider on the Central Supplier Database (CSD). If not registered, to complete the registration of company prior to submitting the proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number starting with MAAA. Submit proof of registration.	Disqualification from process
Pricing Schedule	Yes	Submit full details of the pricing proposal in a separate envelope	Disqualification from process

15.3. Gate 1: Technical Evaluation Criteria = 100 points

Only Bidders that have met the Pre-Qualification Criteria in (Gate 0) will be evaluated in Gate 1 for functionality. Functionality will be evaluated as follows:

- i. Functional Evaluation – Bidders will be evaluated out of 100 points and are required to achieve minimum threshold of 80 points of 100 points.
- ii. The overall score must be equal or above 80 points in order to proceed to Gate 2 for Price and BBBEE evaluations.

As part of due diligence, the NCT may conduct a site visit at a client of the Bidder (reference) for validation of the services rendered. The choice of site will be at the NCT's sole discretion.

The bidder's information will be scored according to the following points system:

Functionality	Points
Technical – Services offered and technical approach and deliverables including turnaround times	70
Refer to the minimum criteria spreadsheet (Annexure B) for the technical evaluation criteria. It should be noted that the proposals must cover all of the criteria as indicated in Annexure B. All criteria – 70 points If any if the critical criteria has not been met – Zero points If evidence of the criteria is not provided in these submissions or presentations (On request) no points will be allocated.	70
Level of support-post implementation	30
Dedicated support services/line (5 points if there is support services/ line and zero if there is none).	5
Dedicated support official (5 points if there is an official and zero if there is none) Minimum 5 year's experience (2 points) Above 5 years (5 points)	5
Presentations – Content, live demonstration	10
Proof of similar projects with contactable references: 3 or more similar projects supported with contactable references (5 points) 5 or more similar projects supported with contactable references (10 points)	10
Total for Functionality	100

15.4. Gate 2: Price and BBBEE Evaluation (80+20) = 100 points

Only Bidders that have met the 80 point threshold in Gate 1 will be evaluated in Gate 2 for price and BBBEE. Price and BBBEE will be evaluated as follows:

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 on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

- a) The bid price (maximum **80** points)
- b) B-BBEE status level of contributor (maximum **20** points)

i. Stage 1 – Price Evaluation (80 Points)

Criteria	Points
Price Evaluation $P_s = 80 \left[\frac{P_t - P_{min}}{P_{min}} \right]$	80

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

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

i. Stage 2 – BBBEE Evaluation (20 Points)

a. B-BBEE Points allocation

A maximum of 20 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	20
2	18
3	14
4	12

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

B-BBEE points may be allocated to bidders on submission of the following documentation or evidence:

- A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1); and
- Original certified copy of the B-BBEE Certificate.

Joint Ventures, Consortiums and Trusts

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.

A trust, consortium or joint venture will qualify for points for its B-BBEE status level as an unincorporated entity, provided that the entity submits its consolidated B-BBEE scorecard as if it were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. The NCT will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, which shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

ii. Stage 3 (80 + 20 = 100 points)

The Price and B-BBEE points will be consolidated.

16. PRICING PROPOSALS

16.1. The Pricing Proposal must be submitted in separate sealed documents (Document 2). The document must be clearly marked "Pricing Proposals" and a detail price breakdown as per Annexure A should be provided.

16.2. Pricing Proposal:

- Bidders are required to indicate the price as per Annexure A and inclusive of all applicable taxes.
- Bidders are required to indicate if prices are fixed or not, if not fixed for the full period, provide details of the basis on which adjustments will be made, for example consumer price index increase.

NOTES REGARDING PRICING

- The rates **MUST** be all inclusive. This means, all direct and indirect related cost must be included. Note that failure to propose the rates will render the entire bid as non-responsive and will result in the bidder scoring zero out of 80 points achievable on the price criteria.*

17. GENERAL CONDITIONS OF CONTRACT

17.1. Any award made to a bidder under this bid is conditional, amongst others, upon –

- The Bidder accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which NCT is prepared to enter a contract with the successful Bidder.
- The Bidder submitting the General Conditions of Contract to the NCT together with its bid, duly signed by an authorised representative of the bidder.

18. CONTRACT PRICE ADJUSTMENT

18.1. Contract price adjustments will be done annually on the anniversary of the contract start date. The price adjustment will be based on the Consumer Price Index Headline Inflation or based on the prevailing rand/dollar exchange rate at the time of the adjustment

19. SPECIAL CONDITIONS OF THIS BID

19.1. The NCT reserves the right:

- To award this Bid to a bidder that did not score the highest total number of points, only in

accordance with section 2(1) (f) of the PPPFA (Act 5 of 2000) ("The Act").

- i. In addition to clause 20.1(i), in the event that the score of the one Bidder (highest scorer) and that of the second highest scorer differs by a very small margin not exceeding a maximum differential of two per centum (2%), the NCT may apply objective criteria in terms of section 2(1) (f) of the Act in making such an award. Such objective criteria, shall include, but not be limited to the following:
 - a. The said Bidder having previously provided similar services to the NCT.
 - b. The NCT's satisfaction with the services rendered by the bidder previously.
- ii. To accept part of a bid rather than the whole tender.
- iii. To carry out site inspections or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- iv. To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- v. To cancel and/or terminate the Bid process at any stage, including after the Closing Date and/or after presentations have been made, and/or after bidders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- vi. Award to multiple bidders based either on size or geographic considerations alternatively specific expertise.

20. THE NCT REQUIRES BIDDER(S) TO DECLARE

20.1. In the Bidder's Technical response, bidder(s) are required to declare the following:

- a. Confirm that the bidder(s) is to: –
 - i. Act honestly, fairly, and with due skill, care, and diligence, in the interests of the NCT;
 - ii. Have and employ effectively the resources, procedures, and appropriate technological systems for the proper performance of the services;
 - iii. Act with circumspection and treat the NCT fairly in a situation of conflicting interests;

- iv. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- v. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with the NCT;
- vi. Avoid to act fraudulently and avoid to provide misleading information in respect of advertising, canvassing and marketing;
- vii. To conduct their business activities with transparency and consistently uphold the interests and needs of the NCT as a client before any other consideration; and
- viii. To ensure that any information acquired by the bidder(s) from the NCT will not be used or disclosed unless the written consent of the client has been obtained to do so.

21. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

21.1. The NCT reserves its right to disqualify any bidder which either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity which indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of the NCT or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity") :-

- i. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- ii. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- iii. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the NCT's officers, directors, employees, advisors or other representatives;

- iv. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- v. Accept anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- vi. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- vii. has in the past engaged in any matter referred to above; or
- viii. Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

22. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- 22.1. The bidder should note that the terms of its bid will be incorporated in the proposed contract by reference and that the NCT relies upon the bidder's bid as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.
- 22.2. It follows therefore that misrepresentations in a bid may give rise to service termination and a claim being instituted by the NCT against the bidder notwithstanding the conclusion of the Service Level Agreement between the NCT and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

23. PREPARATION COSTS

- 23.1. The Bidder will bear all its costs in preparing, submitting and presenting any response to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing the NCT, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the

preparation of their response to this bid.

24. INDEMNITY

24.1. If a bidder breaches the conditions of this bid and, as a result of that breach, the NCT incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds the NCT harmless from any and all such costs which the NCT may incur and for any damages or losses the NCT may suffer.

25. PRECEDENCE

25.1. This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

26. LIMITATION OF LIABILITY

26.1. A bidder participates in this bid process entirely at its own risk and cost. The NCT shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

27. TAX COMPLIANCE

27.1. No tender shall be awarded to a bidder which is not tax compliant. The NCT reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to The NCT, or whose verification against the Central Supplier Database (CSD) proves non-compliant.

27.2. The NCT further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

28. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

28.1. No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appears on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. The NCT reserves the

right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

29. GOVERNING LAW

29.1. South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

30. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

- 30.1. A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid.
- 30.2. In the event that the NCT allows a bidder to make use of sub-contractors, such sub- contractors will at all times remain the responsibility of the bidder and the NCT will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

31. CONFIDENTIALITY

- 31.1. Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with the NCT's examination and evaluation of a Bid.
- 31.2. No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Bid. This bid and any other documents provided by the NCT remain proprietary to the NCT and must be promptly returned to the NCT upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived therefrom.
- 31.3. Throughout this bid process and thereafter, bidder(s) must secure the NCT's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

32. THE NCT PROPRIETARY INFORMATION

- 32.1. A Bidder shall on its bid cover letter make a declaration that it did not have access to any the NCT proprietary information or any other matter that may have unfairly placed that bidder in an advantageous position in relation to any of the other bidder(s).

33. AVAILABILITY OF FUNDS

- 33.1. Should funds no longer be available to pay for the execution of the responsibilities of this bid, the NCT may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

34. ANNEXURE A – PRICING SCHEDULE

34.1. The price needs to be provided for each category below:

Description	(R) Once-off	(R) Recurring
Cost of the System: (Please provide separate costing for the below)		
1. HR		
2. Finance (Payroll)		
Cost of the following:		
1.Asset Module		
2. Contract Management		
3. Accounting Module excluding the Assets and Contract Management Modules		
Cost of support services		
Training costs		
Cost of user manuals/guides		
Cost of Migration		
Cost of ad hoc consulting		
System installation costs		
Other (specify)		

35. ANNEXURE B – TECHNICAL EVALUATION

Description	Critical Requirements
2.1.1.1.Human Resource Master Data	✓
2.1.1.2 Performance Management (Target setting, Appraisal)	✓
2.1.1.3. Leave Benefits	✓
2.1.1.4. Learning and Development	✓
2.1.1.5 Employee Relations Module	✓
2.1.1.6 Employment Equity Module	✓
2.1.1.7. Payroll Administration	✓
2.1.1.8. General	✓
2.1.1.9. Change Management and Training	✓
2.1.1.10 Technical Requirements	
2.1.10.1 The application must be SQL relational database based, preferably Microsoft SQL Server. File based databases will not be accepted.	✓
2.1.10.2 The application must have a supported Windows compatible installation.	✓
2.1.10.3 The application must be able to operate and be supported in a Microsoft Hyper V virtualized environment.	✓
2.1.10.4 The application must be web-based with support for the latest SSL encryption standards (e.g TLS 1.2 and 1.3) as well as secure cypher suites.	✓
2.1.10.5 The application must support a highly available presentation and database layer should the need arise.	✓
2.1.10.6 The application must support customizable role-based access control as a minimum.	✓
2.1.10.7 The application must have password complexity and expiry for built-in accounts and support for Active Directory (Native AD or LDAPS) integration for login accounts.	✓
2.1.10.8 Passwords in the database should be encrypted when stored.	✓
2.1.10.9 Technical support must include application and security updates and alerts for known vulnerabilities on a regular basis.	✓
2.1.10.10 The application must have built in audit trail functionality for all transactions.	✓
2.1.10.11 The application must have an alerts and reminders function for critical events that must go to targeted users.	✓
2.1.10.12 The application must have a seamless electronic interface for exchanging information between the finance functions (e.g. payroll) and the HR functions (e.g leave information).	✓
2.1.10.13 The application must have a easy to use and user friendly administration function for allowing NCT to perform tasks such as creation/modification/deletion of user accounts, defining access rights, initiation of application level backup and restore, performing of patch update.	✓
2.1.11 User requirements	
2.1.11.1 Migration of existing HR and payroll data (current systems will be provided upon request for security reasons)	✓

Description	Critical Requirements
2.1.11.2 User and Administrative training	✓
2.1.11.3 Technical Training	✓
2.1.13 Payroll	✓
2.1.16.1 - Chart of accounts	✓
2.1.16.3 - Work Flow/approval levels for journals	✓
2.1.16.6 – Sub-Ledgers (Debtors and Creditors/Cashbook)	✓
2.1.16.9 - Detailed General Ledger	✓
2.1.16.10 - Detailed Trial Balance	✓
2.1.18.1 - Cashbook module	✓
2.1.21.6 - Budget versus Actual Report	✓

Legend:

✓ - Critical requirements
x - Not critical