

# SERVICE LEVEL AGREEMENT

entered into between

**CCG SYSTEMS (PTY) LTD**  
(Hereinafter referred to as "CCG SYSTEMS (PTY) LTD")

And

**NQUTHU LOCAL MUNICIPALITY**

(Hereinafter referred to as "Subscriber")

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PROVISION OF HR AND PAYROLL SYSTEM FOR A PERIOD OF 36 MONTHS

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**THE PARTIES AGREE AS FOLLOWS:**

**INTERPRETATION AND DEFINITIONS**

1. In this agreement, unless the context indicates otherwise –
  - 1.1. An expression, which denotes any gender, includes the other genders, a natural person includes a judicial person and vice versa, and the singular includes the plural and vice versa.
  - 1.2. Clause headings are for convenience only and will not be used in its interpretation and the following expressions bear the meanings assigned to them and cognate expressions bear corresponding meaning –  
  
“**Agreement**” means this agreement and any and all Annexures thereto;  
“**Service Provider**” means CCG Systems (Pty) Ltd  
“**Municipality**” means Nquthu Local Municipality;  
“**Parties**” means the Municipality and the Service Provider;  
“**Services**” means Provision of HR and Payroll System for a period of 36 months.
  - 1.3. Words and expressions defined in any sub-clause, for the purpose of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause; and
  - 1.4. This agreement is governed by and construed in accordance with the laws of Republic of South Africa.

**DURATION OF THE AGREEMENT**

2. This agreement commences on 29 June 2021 and terminates on 29 June 2024, provided that the agreement may be –
  - 2.1. Extended as contemplated in clause 3; and
  - 2.2. Terminated prior to 29 June 2024 as contemplated in clause 5,8,14 and 15

**EXTENSION**

3. in the event that the Municipality elects to extend the agreement beyond the period contemplated in clause 2 –

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- 3.1. the Municipality must give the Supplier written notice of such proposed extension, no less than 30 days prior to the termination of this Agreement; and
- 3.2. The Supplier must give written notice of acceptance or refusal, no later than 14 days after receipt of the offer contemplated in clause 3.1.

#### **OFFER OF EXTENSION**

4. Any offer extension as contemplated in clause 3, is at the sole discretion of the Municipality, and will be for a period determined suitable by the Municipality.

#### **NOTICE OF TERMINATION**

5. The Municipality is not required to give notice of termination of the agreement, provided that the Municipality, in its sole discretion, may terminate the agreement prior to the date contemplated in clause 2, in which event –
  - 5.1. The Municipality must –
    - 5.1.1. give written notice to the Supplier no less than 30 days prior to the date of intended termination; and
    - 5.1.2. As contemplated in this agreement, pay the Supplier any remuneration due for goods supplied and reimburse the Supplier for cost incurred up to date of termination of the agreement and
    - 5.1.3. A party's right to terminate its contracts may originate from the general principles of contracts or it may arise out of the terms of the contract itself.
  - 5.2. The Supplier must immediately submit to the Municipality all documentation and materials relating in any manner whatsoever to work undertaken as contemplated in this agreement.

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## DUTIES OF THE SERVICE PROVIDER

### 2. SCOPE OF THE SERVICES

The project and service scope is to undertake the supply, delivery, installation and commissioning of HR Management System, Payroll System as well as a Time and Attendance System (inclusive of support services) for a period not exceeding three (3) years, and reporting directly to the designated official.

Nquthu Municipality intends to meet its obligations and objectives by ensuring that good relations are fostered with internal employees by providing an integrated HR and Payroll systems. Further to this, the Municipality wishes to achieve increased speed and accuracy result when HR transactions are performed with computer software rather than manually, and routine transactions such as employee headcount, payroll tracking and time and attendance reporting become automated and more cost-effective

In addition to HR Management and Payroll systems Nquthu Municipality has identified a need for a face recognition time and attendance system which will enable it to capture information on attendance and working hours as well as access control to some of the municipal buildings/sites.

HR managers coordinate a wide variety of employee management activities that involve large amounts of data over time. A human resources information system provides data management and accurate and timely information for decision making; it also streamlines HR operational, managerial and departmental support processes

*The required system must be able to link to the current system without disrupting the MSCOA set up*

In light of the above it is critical that the systems required cover the following modules:

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Item No	Item description	Compliance with the minimum requirements (please indicate with a tick in the box)		Comments
		Yes	No	
Human Resources Management and Payroll System:				
HR Management System Compulsory Modules:				
	<p>1. Benefits and other important features</p> <ul style="list-style-type: none"> <li>▪ System must not be easily manipulated past strict set deadlines and other concepts</li> <li>▪ High security features</li> <li>▪ Allows for checks and balances of processes</li> <li>▪ Real time concepts</li> <li>▪ Easy to use / user friendly</li> <li>▪ Produces IRP5 and IT3 as well as electronic file to</li> </ul>			

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	<p><b>SARS i.e. easy file system</b></p> <ul style="list-style-type: none"><li>▪ Produces statistical reports</li><li>▪ Self-services (leave viewing, application of leave, printing of leave days and ability to attach leave documents, viewing and printing of pays lips, viewing and printing of IRP 5s)</li><li>▪ Produces salary scales with notches</li><li>▪ Live payslip screen</li><li>▪ Management of OPMS and IPMS and proper segregation of the two functions</li><li>▪ Provision of training and free remote support on the system</li><li>▪ Must be SQL based</li><li>▪ Unlimited remote support</li><li>▪ Every second week on site support</li><li>▪ Allows for concurrent running for two systems (the previous and the new) for a period of 3 months.</li></ul>			
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## 2. Leave management

- Produces leave reports in different useful formats for management decisions and purposes
- Leave management customized with the organizational policies and collective agreements, i.e. the system must align with all relevant local government collective agreements and municipal policies.
  
- View and print live leave balances
- Online leave applications that can follow an automatic approval process before updating on live systems.
- Ability to automatically forfeit leave days in line with legislation.
  
- Send reminders to employees of leave days that are about to be forfeited, hence this requires accurate alignment with the SALGBC: Conditions of Service and collective agreements.
  
- The ability to remind employees and supervisors of leave applications made which were authorized prior to employees going on leave through email / sms.
  
- The system must alert employee via email / sms that leave has been approved and that

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	employee can			
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	<p>proceed on leave</p> <ul style="list-style-type: none"><li>▪ Ability to produce leave reports in different required formats i.e. by sick leave days taken, annual, study, FRL etc.</li><li>▪ Ability to alert Human Resources Section as well as supervisor and / or Admin Officers through email on possible abuse of sick leave (this must align to the eight week period rule)</li><li>▪ The leave system must align with the SALGBC Conditions of Service</li><li>▪ Alignment with payroll system</li><li>▪ Costing of loss time due to AWOL</li><li>▪ Time and attendance</li><li>▪ Leave matrices available to all managers</li><li>▪ Reduces absenteeism</li></ul>			
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	<p><b>3. <u>Overtime</u></b></p> <ul style="list-style-type: none"><li>▪ Overtime claims follow an automatic approval before updating on the live system</li><li>▪ Overtime matrices available to managers.</li><li>▪ The overtime management be aligned to the collective agreement in terms of maximum number of days to be worked and remunerated</li></ul>			
	<p><b>4. <u>Payslips and IRP5</u></b></p> <ul style="list-style-type: none"><li>▪ PDF payslips which can be printed or emailed</li><li>▪ Company logo to appear on payslips</li><li>▪ Direct access to view and print payslips as well as IRP 5</li><li>▪ Availability of payslips for the past 24 months</li><li>▪ IRP5 available for 5 previous years</li><li>▪ Improves payroll accuracy</li></ul>			

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**5. Employment Equity management and reporting**

The HIRS system must take cognizance of the Employment Equity Plan of Nquthu Municipality

- Generates EEA2/EEA4 forms which are to be submitted to the Department of Labour by all designated employers.
- Real time reports as and when required for managerial decisions
- Electronic head counts reports in various required formats i.e. by occupational levels, departmental, gender, race, disability, management level, supervisory level, labour turnover etc.
- Total number of employees by department, occupational level, organizational etc.
- Alignment with the department of Labour reporting template and to be utilized when reporting
- Accommodates various remuneration calculations for the EEA4 form
- Alignment with the EEA2 reports

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	<ul style="list-style-type: none"><li>▪ Management and operationalization of the Employment Equity Plan of municipality</li> <li>▪ Staff movement reports and interpretation of the same with the Employment Equity Plan or how staff movement affects the plan</li></ul>			
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	<p style="text-align: center;"><b>6. <u>Skills Development</u></b></p> <p><b>Alignment with the Skills Development Policy of Nquthu Municipality is crucial</b></p> <ul style="list-style-type: none"><li>▪ <b>Compilation of electronic skills development reports</b></li><li>▪ <b>Electronic head counts</b></li><li>▪ <b>Sets reminders on scheduled training interventions</b></li></ul>			
	<p><b>(alerts training beneficiaries as well as supervisors) <input type="checkbox"/> Assists with the compilation of the WSP/ ATR</b></p> <ul style="list-style-type: none"><li>▪ <b>Date driven data</b></li><li>▪ <b>Input company OFO codes</b></li><li>▪ <b>Reports on the training plans in different useful formats</b></li><li>▪ <b>Must be a user friendly tool which can allow excel spreadsheets</b></li><li>▪ <b>Bursary administration</b></li></ul>			

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**7. Organizational Structure**

- Alignment with Orgplus (very important)
- Ability to analyse and manage the organizational structure
- Ability to give real time information as and when required
- Costing of each position on the organizational structure
- Gives intense details of each post on the structure
- Head Count of posts on the structure in various formats
- Must contain the requirements for each existing company position, the name and other personal details of the employee holding the position, remuneration and benefit levels associated with the position.
- Date of engagement of the person holding the position
- Qualification requirements of the post and actual qualifications of the person holding the position
- Job description of the post
- How was the person recruited to the post
- Stores full details of post. i.e. advertisement, job descriptions, remuneration, job number, post number
- Set up full organizational structure including filled and vacant posts
- Detailed job history

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	<ul style="list-style-type: none"><li>▪ Must ensure that new employees are only connected only if there is a vacant post thereby preventing ghost employees</li><li>▪ Input employee photo on appointment and all personal details of employees</li></ul>			
	<b>8. Appointment</b>			

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	<p>Alignment with the Recruitment policy is crucial</p> <ul style="list-style-type: none"><li>▪ Managing of employee personal details</li><li>▪ Ability to upload employee photo on appointment</li><li>▪ Input employee details upon appointment such as name, gender, age, ID Number, Race, supervisor, department, position, level, chronic illnesses, nick name or better known as information etc</li></ul>			
	<p>9. Overtime administration</p> <ul style="list-style-type: none"><li>▪ Reports on overtime hours worked by department</li><li>▪ Costing of all overtime hours worked</li><li>▪ Compliance with legislation (number of hours exceeding 10 hours, departments contravening legislation etc)</li></ul>			

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	<p><b>10. Health and Safety</b></p> <ul style="list-style-type: none"><li>▪ IOD administration</li><li>▪ Calculation of hours lost per month to IODs and costing of the same</li><li>▪ Total Hours Worked for the month.</li><li>▪ Total salaries paid to all staff annually, including senior managers and hotels payments.</li><li>▪ Total number of employees.</li><li>▪ Capturing of Injury on Duty.</li></ul>			
	<p><b>11. <u>Benefits</u></b></p> <ul style="list-style-type: none"><li>▪ Analysis and management of benefits information</li><li>▪ Costing of various benefits such as allowances, salaries</li><li>▪ Bonuses</li><li>▪ Medical Aide</li><li>▪ Salary increases</li><li>▪ Leave payouts</li></ul> <p>(List for benefits)</p> <p>The above list is not exhausted as costing should be done for all employee benefits</p>			<p>DS PM</p>

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	<b>12. <u>Labour Relations administration</u></b> <ul style="list-style-type: none"><li>▪ Reports in Disciplinary cases per department</li><li>▪ Number of warnings, dismissals etc.</li></ul>			


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**13. Individual Performance Management System**

- Web based system that is supported with the appropriate levels of security and data protection;
- Easy and secure access by all users
- On-line capturing of performance data (including KPIs and projects);
- E-mail functionality for notification and reminder purposes;
- The SDBIP module must allow for the opening and closing of time periods;
- The system must allow for the pulling of mSCOA compliant financial data for performance reporting purposes;
- Uploading of electronic supporting documentation as attachments;
- Ability to capture and report on achievements, challenges, corrective action and method of calculation;
- Functionality for Internal Auditors to review and make comments;
- Functionality of Human Resources Section to be able to review and necessary comments;
- Allow the extraction of reports in various formats – user defined variables;
- Dashboards and colour coded scoring for monitoring and reporting purposes;
- Audit trail reports of activities by all users;
- Integrated Institutional and Employee performance

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	<p>management modules;</p> <ul style="list-style-type: none"><li>▪ Functionality of employee assessments to be conducted directly in the system;</li><li>▪ Functionality for self-assessors and assessors to view all captured data, inclusive of targets, actual performance, comments, supporting documentation as well as Internal Audit comments;</li><li>▪ Functionality for automated calculation of assessment results and extraction of detailed and summary reports on the outcomes of assessments;</li><li>▪ Data back-ups to be made on daily basis, by the service provider;</li></ul>			<p style="text-align: right;"> <i>PLM NH</i></p>
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	<ul style="list-style-type: none"> <li>▪ Data captured in the system remains the property of the municipality and may not be made available to any other entity without written consent.</li> <li>▪ .Web based system IPMS (screenshots of actual system clearly demonstrating segregation of IPMS &amp; OPMS to be attached)</li> <li>▪ Web based system OPMS (screenshots of actual system clearly demonstrating segregation of IPMS &amp; OPMS to be attached)</li> <li>▪ The service provider must be able to provide training of the automated PMS system</li> <li>▪ The system must make a provision for daily back up information</li> <li>▪ The system must accommodate the following: POE uploading and viewing Audit Trails Ability to upload performance agreements, SDBIP Performance assessment calculator</li> </ul> <p>(screenshots of actual system functionality to be attached)</p> <ul style="list-style-type: none"> <li>▪ Performance system must be linked to a Mobile App solution on iOS or Android for Mobile Capability</li> <li>▪ Ability for Internal Audit to review performance on the system</li> </ul> <p>(system screenshots and workflow to be attached)</p> <ul style="list-style-type: none"> <li>▪ Ability to link the automated PMS system with the existing financial system for the purpose of reporting expenditure on the quarterly SDBIP reports</li> <li>▪ Ability to provide support throughout the duration of the contract as and when it is required</li> <li>▪ Nquthu Municipality must be able to retrieve/ access PMS information on the system even after the contract has ended.</li> </ul>			<div style="text-align: center;">  </div> <p style="text-align: center;"><i>PLM NH</i></p>
14. Payroll System				
Payroll and Salary administration				

	Pre-loaded up to date statutory requirements													
	Annual IRP5 generation and administration													
	Third Party Payments													
	Electronic Payslip administration													
	General Ledger integration to financial system													
	Reports mechanics													
	Must link to the current main system without interrupting the mScoa set up													
5.2	15. Time and Attendance System													
	<p>The Nquthu municipality requires both time and attendance software and hardware to fully integrate with the HR system provided as part of this bid.</p> <p>The face recognition system should be able to capture information on attendance and working hours of approximately 600 staff based at ± 15 devices. The unit price cited per device is a mere indicative price per unit and the municipality reserves the right to order 15 indicated devices.</p>													
	The Face recognition Scanner or a similar standard / quality device													
	<table border="1"> <tr> <td>User Capacity</td> <td>3,000</td> </tr> <tr> <td>Card Capacity</td> <td>3,000</td> </tr> <tr> <td>Log Capacity</td> <td>100,000</td> </tr> <tr> <td>Comm.</td> <td>TCP/IP, RS485, USB Host, WiFi, Optional 3G</td> </tr> <tr> <td>I/O</td> <td>Relay Output, Wiegand Output, Door Sensor, Switch, Doorbell</td> </tr> </table>	User Capacity	3,000	Card Capacity	3,000	Log Capacity	100,000	Comm.	TCP/IP, RS485, USB Host, WiFi, Optional 3G	I/O	Relay Output, Wiegand Output, Door Sensor, Switch, Doorbell			
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Identification Mode	Face, Card, ID+Password
Image Display	Support
Self-defined Status	10
Record self-check	Support
Embedded WebServer	Support
Multi-language support	Support
CPU	Dual-core 1.0GHz
Camera	Dual Camera
LCD	3.2" HD TFT Touch Screen
LED Indicator	Support
Sound	Support
Angle Range	Level : $\pm 20^\circ$ , Vertical : $\pm 20^\circ$
Verify Distance	30-80CM
RFID Card	Standard EM, Optional Mifare
Tamper Alarm	Support
Operating Temperature	-20 °C~ 60 °C
Operating Voltage	DC 12V
Dimensions(W x H x D)	124*155*92mm



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	<p>The software must be able to do:</p> <ul style="list-style-type: none"><li>a) Full real time reporting;</li><li>b) Full payroll and data interface function;</li><li>c) Leave system integration; and</li><li>d) Full access control functionality</li></ul>			
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**TAXATION**

6. Any required income tax or other taxation payments required by law are the responsibility of the Supplier and the Municipality will not deduct any income tax or other taxation from any payments due to the Supplier.

**DUTIES OF THE MUNICIPALITY**

- 7. The Municipality must –
  - 8.1 Provide such assistance as is reasonably required by the Supplier to carry out the work.
  - 8.2 Issue all instructions related to the service through the Supplier in writing; and
  - 8.3 Remunerate the Supplier as contemplated in clause 09

**PAYMENTS**

- 9 The supplier shall furnish the purchaser with an invoice accompanied by progress report and upon fulfilment of other obligations stipulated in the contract.
  - 9.1 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.
  - 9.2 Payment will be made in Rand unless otherwise stipulated in SCC.
  - 9.3 Payment will be made directly to the Supplier when goods were delivered provide that the municipality may refuse to make payment –

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9.3.1 In the event the municipality, in its sole discretion, is of the opinion that the supplier has not performed the service as contemplated in this agreement.

### **BREACH OF AGREEMENT**

10 If either party fails to meet its obligations in terms of this agreement, the innocent party at its choice, and after giving seven days written notice to the defaulting party at its *domicillum*, calling on the latter to remedy the breach, may-

- 10.1 Terminate the agreement; or
- 10.2 Enforce the terms of the agreement; and
- 10.3 In any event claim any damages that it may have suffered as a result of the breach.

### **TERMINATION**

11 The municipality may, at its sole discretion, and after three days written notice to the liquidator, judicial manager or Supplier, as the case may be, terminate the agreement in the event that –

- 11.1 An application is lodged for the liquidation of the Supplier;
- 11.2 The supplier reaches a compromise with any of its creditors; or
- 11.3 The supplier is placed under judicial management.

### **OBLIGATIONS OF THE MUNICIPALITY**

12 Should the agreement be terminated for any reason whatsoever, the Municipality will not incur any obligation to the employees of the supplier, nor in respect of any contracts concluded by the Supplier arising from this agreement.

### **SETTLEMENT OF DISPUTE**

13

13.1 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.

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**13.2** 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.

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

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

a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

b) The purchaser shall pay the supplier any monies due the supplier for services rendered according to the prescripts of the contract.

#### **ARBITRATOR**

14 The parties must agree on an Arbitrator within thirty days after a dispute has been declared, failing which either of the parties to the dispute may request the State Attorney (KZN) to appoint a suitable Arbitrator.

#### **REFERRAL TO COURT**

15 The agreement to refer disputes for arbitration does not bar either of the parties to refer any dispute between them for adjudication by any court with jurisdiction, provided that seventy two hours' notice must be given to the other party prior to such referral.

#### **DOMICILIUM AND NOTICES**

16 The parties choose their *domicilium citandi et executendi* for all purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purpose arising from this agreement, as follows:

**The Municipality:** Private Bag x 5521  
Nquthu  
3135  
Tel: 034 271 6100

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**The Supplier:** Fax: 034 271 6111  
190 Maxwell Drive  
101 Waterfall Point  
Juskei Heights  
1685  
Tel: 086 122 6572  
Fax: 011 805 3966

**VARIATION TO DOMICILIUM**

17 Either party may from time to time, and upon written notice to the other party, vary its physical address or facsimile number to any other physical address or facsimile number within the Republic of South Africa.

**NOTICES**

18 Any notice given by either party to the other party, which –

- 18.1 Is delivered by hand during the normal business hours of the addressee at the addressee's *domicilium* will be deemed to have been received by the addressee at the time of delivery.
- 18.2 Is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's *domicilium* will be deemed to have been received by the addressee on the seventh day after the date of posting; and
- 18.3 Is sent by facsimile copier during the normal business hours of the addressee to the addressee's *domicilium* will be deemed to have been received on the date and time of successful transmission thereof.

**PRICES**

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

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### **AMENDMENTS TO THIS AGREEMENT**

20 This agreement is subject to amendment for the addition or deletion of services provided, changes to services provided as a result of process and or technology improvements and resulting enhanced levels of service performance and or reporting capabilities. Any such proposed amendments are to be recorded in an updated version of this document and are subject to the agreement of Nquthu Local Municipality.

### **PERFORMANCE OF SERVICE PROVIDER**

21

21.1 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 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 Failure to deliver the service as per agreement will results in contract termination.

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**SIGNING OF AGREEMENT**

SIGNED AT Ngwenk ON THE 16 DAY OF July 2021

[Signature]  
For and on behalf of:

**NQUTHU LOCAL MUNICIPALITY**  
who warrants being duly authorised hereto:

Name of Signatory Mr SB MTHEMBU  
Capacity of Signatory ACCOUNTING OFFICER

**AS WITNESSES:**

1. Phila  
NAME

[Signature]  
SIGNATURE

2. Amanda  
NAME

[Signature]  
SIGNATURE

SIGNED AT Midrand ON THE 18th DAY OF October 2021

DocuSigned by:  
Phumudzo Mukuwenho  
For and on behalf of:

**CCG SYSTEMS (PTY) LTD**  
who warrants being duly authorised hereto:

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Name of Signatory

Phumudzo Mukwevho

Capacity of Signatory

Director

**AS WITNESSES:**

1. Pagan Leigh Merredew  
NAME

*Pagan Leigh Merredew*  
SIGNATURE

2. Nadeera Hoosen  
NAME

*Nadeera Hoosen*  
SIGNATURE

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