

GOVAN MBEKI MUNICIPALITY

CONTRACT MANAGEMENT POLICY FRAMEWORK

2026/2027

The **Council** resolves in terms of section 111 of the Local Government: Municipal



Finance Management Act (No. 56 of 2003) to adopt the following proposal as the Contract Management Policy of the GOVAN MBEKI MUNICIPALITY.

APPROVED BY COUNCIL ON: 27 MAY 2026

COUNCIL RESOLUTION NUMBER: A085/05/2026

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1. DEFINITIONS

Accounting Officer <i>(in relation to a municipality)</i>	means the municipal official referred to in section 60 of the MFMA (2003); and include a person acting as the accounting officer.
Act or MFMA	Means the Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003);
Circular 62	means communication from National Treasury by means of a Circular to enhance compliance and accountability to SCM Regulations and the MFMA of 2003.
Construction Industry Development Board (CIDB):	means the Construction Industry Development Board (CIDB), a national body established by an Act of Parliament (Act 38 of 2000) to oversee the sustainability and growth of construction enterprises across the country.
Contract	means the agreement that results from the acceptance of a bid by the Municipality (mutual agreement) Annexure A list of documents formulating a contract.
Contract Alteration	means changing technical writing or input errors to the agreement of the contract without changing the scope of contract.
Contract Amendment	means changing the scope, nature, duration, purpose or objective of the agreement or contract (In context of Circular 62 and section 116 (3) of the MFMA).
Contract Champion	means the manager / director/ administrator responsible for all day to day activities (including performance management and dispute resolution) during the life cycle of the contract (with delegated powers to perform this function).
Contract Management	means the holistic term of all role players involved in an agreement (SLA/SDA) or contract and include the; contract manager, contract owner, contract champion and supplier.
Contract Manager	means the official responsible for monitoring, regulating and reporting on all contract related activities as set out in Section 116 of the MFMA.
Contract Owner	means the official that is ultimately accountable for all activities during the life cycle of the contract, relevant to his/her directorate.
Delegation <i>(in relation to a duty)</i>	Includes an instruction or request to perform or to assist in performing the duty.
Force Majure	Is the expression used to denote irresistible superior force which might cause damage or prevent the execution of an obligation, therefore suppliers is not liable for damages caused by force majeure or for failure to carry out a contract if prevented (Term and conditions in this regard will be determined by every individual contract/s).

Official <i>(In relation to a municipality)</i>	means: • an employee of a Govan Mbeki Municipality; • a person seconded to a municipality to work as a member of the staff of the municipality; or • a person contracted by a municipality to work as a member of the staff of the municipality otherwise than as an employee.
Users	Means all officials as set out in the organogram of the Govan Mbeki Local Municipality involved with contracts.

2. ABBREVIATIONS

BEE	Black economic empowerment
B-BBEE	Broad-Based Black Economic Empowerment
GCC	means General Conditions of contract.
MSA	means Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000).
NT	means National Treasury established by section 5 of the Public Finance Management Act.
SCC	Special Conditions of Contract.
SDA	means Service Delivery Agreement.
SLA	means Service Level Agreement.

3. PRE-AMBLE

All transactions undertaken by the Govan Mbeki Local Municipality involves a contract whether explicitly agreed in writing, or implicitly implied through actions. Properly managed contracts by all stakeholders involved, can ensure that services are delivered within specifications as set and agreed by all during the specifications phase and at the agreed cost (Inclusive of escalation clauses in contracts) time period and qualities of the goods and services procured.

All contracts must be managed throughout the Contract Life Cycle, based on the level of management control appropriate for the classification of that contract. Improperly managed contracts may impact negatively on service delivery. Adverse effects of poor contract management include but are not limited to:

- 1.1 goods and services outside of specification;
- 1.2 cost overruns;
- 1.3 poor supplier, buyer or other stakeholder relations;
- 1.4 negative public perception, and
- 1.5 potentially complete service delivery failure.

Hence, good contract management by all stakeholders involved is essential for good financial management and will contribute greatly to the effectiveness and efficiency of service delivery. In effect it would give strategic direction to all directorates following a centralised strategy of contract management. This policy must be read in conjunction with approved SCM Policy of the Govan Mbeki Local Municipality.

3. STATUTORY AND REGULATORY FRAMEWORK

3.1 Application and Framework of the Contract Management Policy

All officials and other role players in the Supply Chain Management system of the Municipality must implement this Policy in a way that gives effect to:

- (a) Section 217 of the Constitution;
- (b) Section 116 of the MFMA;
- (c) Section 33 of the MFMA;
- (d) SCM Policy; and any other regulations pertaining to Supply Chain Management

3.2. This Policy applies when the Municipality:

- (a) procures goods or services.
- (b) disposes of goods no longer needed; and
- (c) selects service providers and suppliers to provide assistance in the provision of municipal services including circumstances where Chapter 8 of the Municipal Systems Act applies.

3.3 Conditions of Contract

A contract or agreement procured through the Supply Chain Management System of the Municipality must:

- (a) be in writing;
- (b) stipulate the terms and conditions of the contract or agreement, which must provide for:
- (c) the termination of the contract or agreement in the case of non- or under-performance;
- (d) dispute resolution mechanisms to settle disputes between the parties;
- (e) periodic review of the contract or agreement once every three years in the case of a contract or agreement for longer than three years; and
- (f) any other matters that may be prescribed.

3.4 Administrative Capacity

The relative Director, with delegated powers from the Municipal Manager, as contract owner must establish capacity in the administration of the municipality to:

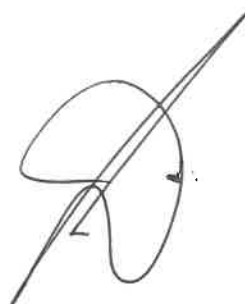
- (a) assist the accounting officer in carrying out the duties set out in section 116 (2) of the MFMA; and
- (b) to oversee the day-to-day management of the contract or agreement.

4. OBJECTIVES

To give effect to Section 217 of the Constitution of South Africa (1996) that stipulate:

When an organ of state in the national, provincial or local sphere of government, or any other institution identified in national legislation, contracts for goods or services, it must do so in accordance with a system which is:

- equitable
- transparent
- competitive
- cost-effective and
- fair



The effective and efficient control of contracts procured through the SCM system ensuring:

- proper recording and enforcement of contracts throughout the contract life cycle (specifications to contract reviews);
- support to the demand management framework as set out in Circular 62 of National treasury (August 2012), optimizing proper planning, resulting in effective service delivery.
- management of Contract Performance.
- compliance with the regulatory framework.
- to assist officials in understanding their legal and managerial responsibilities with regards to contract management.
- the optimization of efficient and sustainable financial wellbeing of the municipality, resulting in lower cost drivers, and
- the continuous development of effective Management Information systems, resulting in strategic support and risk preventions.

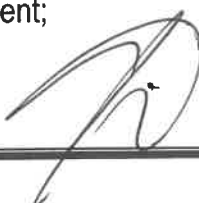
5. ROLES AND RESPONSIBILITIES

Manager Responsible/Contract Manager:

The Responsible Manager/Contract Manager is the official responsible for monitoring, regulating, and reporting on all contracts related activities.

For the purposes of **contract management** activities performed by the relevant role players, the contract manager will monitor and report on the following activities:

- (a) identification and classification of contracts for management purposes;
- (b) recognition, measurement and disclosure;
- (c) planning and budgeting for contracts;
- (d) oversight of contract management;
- (e) document and information management;
- (f) relationship management;
- (g) performance management;



- (h) payment, collection, incentives, and penalties; and
- (i) risk management

5.1 Contract Champion:

The contract champion is responsible for the following activities:

- (a) ensuring that all the necessary legal formalities in entering the contract are adhered to;
- (b) ensuring that purchase orders are captured on the financial system in accordance with the pricing schedule;
- (c) maintaining adequate records (paper and/or electronic) in sufficient detail on an appropriate contract file to provide an audit trail;
- (d) inform the Asset Management section of the Expenditure Department of the location of newly procured assets for as- set register and insurance purposes; and
- (e) where appropriate, authorise payments due in terms of the contract by processing invoices/Goods Received Notes.
- (f) Submit monthly performance reports to the contract manager on service providers /suppliers' performance in meeting the terms and condition of the contract (Including price escalation);
- (g) to take appropriate action in consultation with the contract manager where a contractor is underperforming or is in de- fault or breach of the contract.
- (h) ensure performance of suppliers is managed (Champion) appropriately to the terms and conditions of the contract including establishing and managing of:
 - (i) non-performance is addressed with at least a formal letter advising specific non-performing areas and stating remedial action/s required within specific time frames;
 - (j) good performance is recognised and communicated through established channels, and
- (k) all parties participate in joint performance reviews where appropriate and seek improvement opportunities.

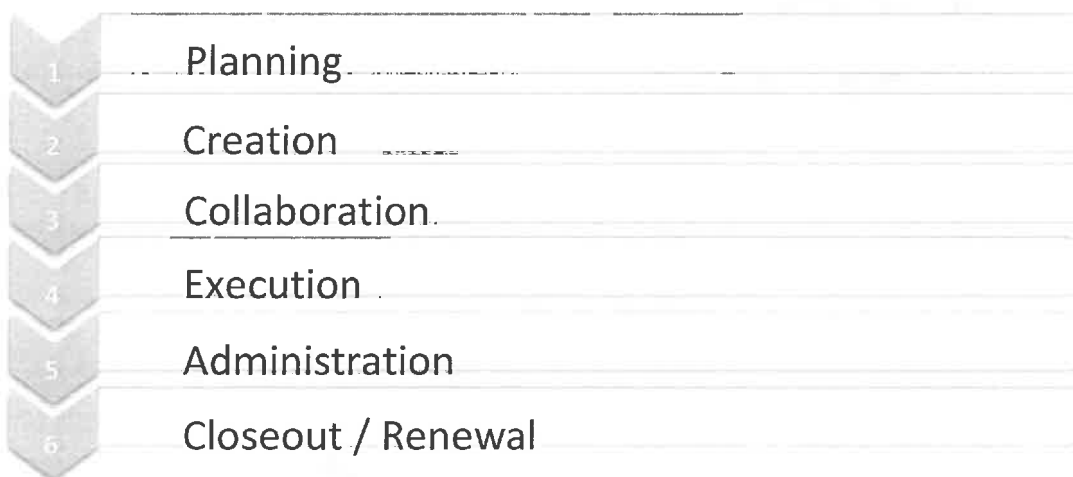
5.2 Contract Owner:

The contract owner is responsible for ensuring that contract champions are assigned to all contracts; and

- (a) adequately trained so that they can exercise the necessary level of responsibility in the performance of their duties.
- (b) the contract owner is ultimately accountable for the contract.

6. CONTRACT MANAGEMENT FRAMEWORK AND LIFE CYCLE

6.1 CONTRACT MANAGEMENT LIFE CYCLE



6.2 Planning

- (a) Projects should be identified from the Integrated Development Plan (IDP), sourced from the needs of the Community and the Municipality.
- (b) Identified projects should be approved by the Council of the Municipality and be incorporated in the IDP and linked to the strategic objectives of the Municipality which in turn will be assigned an appropriate budget.
- (c) Based on the appropriated budget and developed operational plan, the need for contract should be established in order to execute the operational plans.
- (d) User Departments must ensure that projects emanating from the strategic objectives contained in the approved IDP are appropriately budgeted for and

operational plans or service delivery and budget implementation plans (SDBIP) are developed.

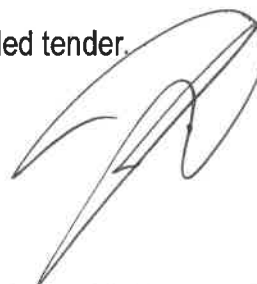
- (e) Contracts Management Section of the Municipality in consultation with SCM Section of the Municipality must ensure that contracts for projects linked to strategic objectives are procured through an appropriate procurement process.

6.3 Creation

- (a) Contract Management through SCM Section of the Municipality must be informed timeously of any tender awarded for procurement of goods and services.
- (b) Contract Management and Legal Services of the Municipality must ensure that appropriate contract documentation for the relevant class of contract is documented and approved by both the Contracts Manager and the user department.

6.4 Collaboration

- (a) Prior to engaging the appointed service provider, the user department, Legal Services and Contracts Management section must review the drafted contract to ensure that the contract will give legal and non-legal effects to the requirements of all parties to the contract.
- (b) After the service provider has been approved for the appointment, the user department and Legal Department must discuss the terms and conditions of the contract including the expected deliverables with the appointed contractor to ensure that the terms and conditions of the contract give effect to the requirements of both parties.
- (c) The negotiated contract must be in line with and must not be materially different from the tender specifications and awarded tender.



6.5 Execution

- (a) User department must enter the contract with the appointed service provider and the contract must be endorsed by the Municipal manager of the Municipality.
- (b) Contracts Manager and the Head of SCM must also sign the contract as witness to the contract.
- (c) The contract will only be enforceable after all the signatures of the relevant parties are documented, therefore the signatures must include the initial on all pages by the User department and delegated representative of the appointed contractor.

6.6 Administration

- (a) Contract administration includes all administrative (monitoring and evaluation) duties associated with a contract once it is implemented.
- (b) Responsible Manager/Contracts Manager and the user department must from time to time review the following with regards to the contract once it implemented;
- (c) Contract pricing and discounts (if applicable);
- (d) Timeliness of payments and or receipts;
- (e) Performance in delivering agreed service level or specifications of goods and services; and
- (f) Applicable amendments.
- (g) The contract should be signed by all parties concerned (the user department must ensure that the service provider has the delegated powers to sign and amend the contractual agreement).
- (h) A signed service level agreement (if applicable) must be compiled and signed which will incorporate all the relevant sections of the tender documentation.
- (i) All once-off purchases shall have a specified end delivery date.
- (j) Responsible/Contracts manager must ensure that the contract register recording all contracts of the Municipality is maintained by the Contracts Management section of the supply chain unit.

The contracts register contains the following information;

- (k) Details of awarded tender (i.e. Name of the service provider, Value of Contract, Contract ID number, Contract description and Date of award);
- (l) Duration of the contract (Start and End date of the contract);
- (m) Contract Type;
- (n) Details of price escalation, if applicable;
- (o) Details of the Project Manager; and
- (p) Progress payments made under the contract.
- (q) A senior official must review the contract register on a quarterly basis for completeness and accuracy

6.7 Close-out / Renewal

- (a) Responsible manager/Contracts manager in consultation with the user department and Project Manager must assess the performance of the service providers at the regular interval during the contract life cycle and importantly at the close-out or renewal of contract.
- (b) A review of the following issues should be considered when the performance under the contract is assessed;
- (c) actual quantities, prices, total values against budgeted quantities, prices and total values;
- (d) actual timeliness of delivery under the contract against the contracted timeframes;
- (e) actual service levels or specifications of goods and services against those contracted.
- (f) future budgets, change suppliers or other stakeholder;
- (g) outsourcing opportunities and risk strategies.

6.8 Contract management framework



Identification and classification contracts

- (a) Responsible Manager/Contracts manager in consultation with the Project Manager and user department must classify the contract according to the nature/type of procurement, value of the contract, duration of contract, complexity of contract and perceived strategic importance of a contract.
- (b) Responsible Manager/Contracts manager in conjunction with the various user departments must from time to time maintain the contract listing, the classification of contracts and update the contract register.

6.8 Recognition, measurement, and disclosure of contracts

- (a) Contracts which require recognition and disclosure by the GRAP standards should be identified by the contract management section in consultation with Budget and Treasury Office of the Municipality.
- (b) The contracts that require recognition, measurement and disclosure in the Annual Financial Statements should be regularly reviewed by the Contracts Manager in consultation with the Head of Budget and Treasury and Legal Section.
- (c) These contracts should include the following, but not limited to; Contingent Assets, Claims instituted by the Municipality against service Providers, Contingent Liabilities, Claims instituted against the Municipality by service providers; and Environmental rehabilitation liabilities, Commitments, goods, and services already ordered but not yet delivered; Goods and services budgeted for but still to be ordered; and Lease commitments. Accrued revenue, goods and services received in terms of the contract but not yet invoiced by the contractor.

6.9 Planning, budgeting, and Reporting cycle



A comprehensive review of all existing and proposed contracts must be undertaken during the strategic planning and budget process and that:

- (a) operational plans must specify contracting requirements.
- (b) objectives of each contract are linked to the strategic objectives of the institution.
- (c) contracting requirements are communicated to internal and external stakeholders.
- (d) contracts are linked to the annual procurement
- (e) Contract management function is reviewed.

Reporting may take place during the following stages throughout the contract life cycle:

- (f) Contract inception;
- (g) In-year reporting (monthly, quarterly and mid-year);
- (h) Annual reporting (Audited AFS and Annual Report);
- (i) Planning and budget (Strategic plan and budget); and
- (j) Contract closure.

6.10 Oversight of the contract management

The accounting officer or accounting authority of the institution is responsible for ensuring contracts are properly implemented, managed, enforced, monitored and reported on, and must take all reasonable steps to ensure that:

- (a) contracts are properly enforced;
- (b) contracts are classified according to the level of management intervention required;
- (c) contracts are monitored and managed appropriately according to their classification;
- (d) a single person or committee is allocated responsibility for driving institution wide contract management performance;
- (e) roles for contract owners, contract managers and other stakeholders are clearly defined;
- (f) appropriate delegations are in place to allow role players to carry out their responsibilities;
- (g) clear procedures for handover from contract award to contract management are in place;

- (h) contract management plans are implemented where appropriate, and focussed on outputs and performance;
- (i) contract management processes and procedures are aligned with organisation wide governance and risk management processes, and performance is reported through established governance channels;
- (j) ongoing contract management training is provided during induction as well as regular refresher training;
- (k) there is an annual review and adjustment of contract management policies, procedures and guidance with a view to continuous improvement in contract management;

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6.11 Resourcing contract management activities

Contracts must be appropriately resourced in line with their classification for management purposes including:

- (a) appropriate systems (manual or computerised) in place for management control and monitoring;
- (b) contract owners and managers and other advisors have appropriate skills and qualifications to carry out the contract management activities;
- (c) skills and qualifications are accurately detailed in job descriptions;
- (d) salaries are commensurate with duties;
- (e) appropriate training and support is provided to contract owners to assist in their dealings with the contract management team and other stakeholders;
- (f) contract managers are involved during the tendering / contract award process and or there is a handover from staff involved with the tendering and award; and
- (g) staff managing the bid and award process understand contract management requirements and the implications that awarding the contract will have on managing the contract during its life.
- (h) there is regular assessment and evaluation of the effectiveness and efficiency of contract management activities including an assessment of the costs of the contract management function

6.12 Document and information management

The contract documentation and associated terms and conditions, including milestones and deliverables, must be managed according to the requirements for the category of contract including:

- (a) record management systems (physical and or electronic) in place to ensure secure storage of, and easy access to contract documentation;

- (b) written procedures set out strict processes for: records management; key information to be recorded for categories of contract; reporting; changes to contracts; contract closure;
- (c) contract management system (computerised or manual) used to record and report on key information and trigger points;
- (d) regular and ad-hoc reporting highlights satisfactory contract progress, issues by exception, and the need for contract updating due to changed circumstances.
- (e) reporting feeds information useful for demand management back into the planning and budgeting process (assessment of quality, quantity, timing, price, and supplier);
- (f) reporting feeds information into the inventory, asset, and liability management systems;
- (g) information is shared as much as possible with purchasing, sales, accounts payable and accounts receivable system; and
- (h) all role players have a clear understanding of the procedures for: extensions; varying of conditions; price escalation; any other potential contract changes; and contract close

6.13 Relationship Management

Relationship management is a necessary extension of contract management and includes relationships with:

- (a) external suppliers and buyers;
- (b) internal service providers and receivers; and
- (c) all other relevant stakeholders.

Relationship management must take into account at least the following:



- (d) stakeholder relationships classified according to a framework appropriate for the institution to determine the level of interaction between the institution and stakeholders;
- (e) consideration given to continuity of supplier and buyer staff for appropriate categories of contracts;
- (f) regular contract management reviews consider existing and potential strategic relationships with a view to deliver benefits for all relevant parties;
- (g) roles and responsibilities of the contract manager, contract owner and supplier or buyer are clearly defined and differentiated in the contract documentation and well understood by all parties;
- (h) policies, procedures, contract clauses and practices promote and demonstrate actual formal and informal communication channels where appropriate; and
- (i) policies, procedures, contract clauses and practices promote and demonstrate clear problem and conflict resolution mechanisms including well defined and known escalation routes.

6.14 Performance Management

The performance of suppliers, buyers, other stakeholders, and individual contracts must be managed appropriately for the classification of contract including:

- (a) policies and procedures to assess the performance of the supplier, buyer or other stakeholders in meeting the requirements of the contract are clear, well documented and communicated to all parties before signing of the contract, and prior to commencement of delivery under the contract;
- (b) baselines, measurement metrics, methods, data sources, and collection responsibilities are agreed with the supplier before contract signing and commencement of delivery;

-
- (c) performance measurement metrics are linked to service delivery agreements which are consistent with the strategic objectives of the institution;
 - (d) regular performance reviews are conducted in accordance with the requirements for the classification of the contract and or stakeholder;
 - (e) ad-hoc performance reviews are conducted where non-performance is identified outside of the regular review process;
 - (f) non-performance is addressed with at least a formal letter advising specific non-performing areas and stating remedial action/s required within specific time frames;
 - (g) good performance is recognised and communicated through established channels.
 - (h) all parties participate in joint performance reviews where appropriate, and seek continuous improvement opportunities;
 - (i) reporting is streamlined, focusing as much as possible on self-measurement, with independent checking mechanisms and exception reporting; and
 - (j) the general market (outside of current suppliers or buyers) is monitored for market trends and compared to performance of current suppliers and buyers.

6.15 Payment, Collection and Penalties

Payments, collections, incentives and penalties must be appropriately managed such that:

- (a) payment and collection procedures, conditions and time frames are clearly documented and communicated to suppliers and buyers (milestones, documentation required, documentation submission channels, incentives, penalties, etc);



- (b) payments are always (100% of the time) made in accordance with the contract and commercial terms;
- (c) receipt of monies due is actively monitored and where monies are not received within terms, immediate action is initiated to recover outstanding amounts; and
- (d) incentive and penalty mechanisms are clearly linked to desired outcomes and specifically to the strategic objectives of the organisation.

6.16 Risk management

Contract risk must be appropriately managed such that:

- (a) all contracts set out risk identification, monitoring and escalation procedures and mechanisms which are in line with the institution's enterprise risk management plan;
- (b) all contracts identify contingency plans for supplier or buyer failure.
for key suppliers and buyers, the contract manager monitors the financial health, tax compliance and overall performance of the supplier or buyer; and
- (c) contract terms and potential ramifications around key issues including termination; warranty; indemnity; security; confidentiality; and dispute resolution are understood by the contract manager.

7. PROCEDURES TO FOLLOWED WHEN AND AFTER DRAFTING CONTRACTS

7.1 Procedure to be followed when drafting contract

All contracts of the municipality should be in writing and should at least include the following:

- (a) Termination of the agreement in case of non or under-performance
- (b) Dispute resolution mechanisms to settle disputes between the parties
- (c) Price of the goods or services to be delivered to the municipality and performance

will be evaluated.

- (d) Penalties in case of non-performance or under performance
- (e) duration of the contract
- (f) A periodic review of the contract or agreement once every three years in the case of a contract or agreement for longer than three years.
- (g) All contracts that have serious financial implications for the municipality should be handed over to the municipality legal adviser for review before being signed by the accounting officer or delegated official.

The following are regarded as contracts that have serious financial implications:

- (h) Contract value to the amount of R300 000 or more
- (i) Contract for the period of more than one year.

7.2 Procedure to be followed after drafting contract

After the contract has been signed by the Municipal Manager and the contracting parties it should be entered into the contract register that should be maintained by the senior SCM officer. The register should at least include the following information:

- Date that the contract was signed
- Authority number
- Contract Number
- Name of the contractor
- Brief description of the goods or services to be provided
- Duration of the contract
- Penalties under the contract
- Review date if it is a contract of more than three years
- Remarks/Comments
- Financial implications e.g. increase in rental amount



The Senior Officer should update this register on monthly basis with all contracts entered in to by the municipality during that month

A separate register should be maintained for contracts above **R300 000** in additions to the register mentioned above. The following information should be included in that register

- Contract Number
- Name of the contractor
- Brief description of the goods or services to be provided
- Duration of the contract
- Penalties under the contract
- Payments made to date
- Penalties paid by the municipality or contractor
- Amendment to the contract
- Remarks from site meeting or contract steering committee meeting that have impact on the contract.
- Progress report from the head of department that procured the goods or services.
- Financial implications

8. PROCEDURES FOR REVIEW OR TERMINATION OF CONTRACTS

- (a) Responsible Manager/Contract Manager should inform the relevant Head of Department and/or Municipal Manager about the date of the review of the contract, at a reasonable period before the review date.
- (b) In case of non-performance or under-performance by the contractor remedies as outline in the General conditions contract/Special conditions (GCC and SCC) of the contract should be used by the Municipality.

REPORTING TO COUNCIL ON CONTRACT MANAGEMENT

9.

(a) Chief financial officer with the assistance of Deputy director SCM Officer should prepare on quarterly basis a report for submission to the council on the state of all contracts entered into through the approved supply chain management policy. This report is required by section 116 subsection (d) of the Municipal finance management act, Act no 53 of 2003.

The following information should atleast be contained in the report:

- Contract Number
- Name of the contractor
- Brief description of the goods or services to be provided
- Duration of the contract
- Penalties under the contract; if any
- Payments made to date
- Penalties paid by the municipality or contractor
- Amendments to the contract
- Remarks from site meeting or contract steering committee meeting that have impact on the contract.
- Progress report from the head of department that procured the goods or services.
- Any delays that might have impact on the completion of the contract

10. REPORTING TO NATIONAL TREASURY

- (a) The Chief Financial Officer is required to submit information in respect of each contract above R300 000 awarded and signed by all parties to the contract to National Treasury by the means of Contract Registration Application (CRA) system
- (b) A report must be submitted each time a contract is awarded and signed or no later than 15 days after the end of each month.

- (c) Completed reports are to be e-mailed to the National Treasury at pci.mfma@treasury.gov.za or by facsimile to (012) 326 5445.
- (d) The following information should be contained in the report:
- (e) Name of the Municipality
- (f) Contract reference number
- (g) Contract signing date
- (h) Contract description
- (i) Name of contractor
- (j) Total contract price

11. CONTRACT REVIEWS

- (a) In terms of section 116 (1) of the MFMA, a contract or agreement procured through the Supply Chain Management system must have a periodic review once every three years in the case of a contract or agreement that are longer than three years.
- (b) The contract owner or champion must conduct, as appropriate, post contract reviews, (at least once a year for contracts longer than 3 years);
- (c) Provide contract information to the contract manager and Supply Chain Management unit after a contract has expired.
- (d) Conduct a contract risk assessment at the review phase of the contract life cycle.

12. CONTRACTING HAVING BUDGETARY IMPLICATIONS BEYOND THREE YEARS

- (a) Govan Mbeki Local Municipality may not enter in to any contract that will impose financial obligations beyond three years covered in the annual budget for that financial year, unless the requirements of section 33 of the Municipal Finance Management Act have been fully complied with.

13

DISPUTES RESOLUTIONS, OBJECTIONS AND COMPLAINTS

- (a) The accounting officer is responsible to establish a dispute resolution mechanism as required by section 116(1) of the MFMA and the approved SCM Policy.

14.

POLICY REVIEW AND APPROVAL

Adoption, Amendment and Implementation of the Contract Management Policy

The accounting officer must:

- (a) at least annually review the implementation of this Policy; and
(b) when the accounting officer considers it necessary, submit proposals for the amendment of this Policy to Council.
(c) in terms of section 116(2) (a) of the Act, take all reasonable steps to ensure that the Contract Management Policy is properly enforced.



Mr. E.N. Maseko
Municipal Manager

Date

