

# **Proposal for:**

# PROVISION OF AN E-INVOICING PORTAL AND SUPPLIERS MANAGEMENT APPLICATION FOR TWELVE (12) MONTHS

# **Created for:**

**City of Johannesburg (COJ)** 





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#### 1 Introduction and Executive Summary

This document provides a summarised approach that details the design, development and implementation for the Smart E-Invoicing solution for the City of Johannesburg that has been awarded to Rifumo Holdings through the E-Government Procurement Platform.

The City of Johannesburg has had a long history of insurmountable challenges when dealing with the payments of its suppliers from the time when a Purchase Order is issued though to when Payments are made. Lack of visibility, transparency, human errors and delays in most of the cases has led to huge costly errors that has only led the city into budget deficit. The proposed Smart E-Invoice solution was designed with the specific goal of alleviating these foreseeable challenges, thereby helping COJ improve its financial expenditure and improve the financial flows.

Rifumo Empowerment Holdings (Pty) Ltd appreciates the opportunity to submit a proposal for the provisioning of a Smart E-Invoicing tool to the City of Johannesburg (COJ). Rifumo Empowerment Holdings has strong competencies in the development and support of custom systems and solutions. Additionally, Rifumo is customer centric, a good corporate citizen of South Africa, that has strong strategic partners, and uses world-wide industry's best practice deployment methodologies., The company also values its highly experienced human capital.

Below are some of the factors that make Rifumo Empowerment Holdings (Pty) Ltd your preferred partner for this project.

#### 1.1 Knowledge of the Public Sector Environment

Our consultants have years of experience in providing Microsoft Dynamics 365 solution configurations, development, and support. They have worked on many types of Dynamics based Public Sector projects, including implementations, upgrades, integrations, reporting, custom-developing tools/enhancements, process mapping, and training organizations in the public sector. On this crucial COJ assignment, Rifumo will be able to leverage on its Public Sector experience to hit the ground running.

#### 1.2 Proven Track Record

Rifumo has a proven track record and strong credentials in Microsoft Dynamics 365 projects, ICT Assessments, Business Process Design, System Integrations, and Project Management techniques. We remain a partner of choice to several Public Sector Clients. Our clients current or former are.

- Johannesburg Development Agency JDA
- City of Johannesburg Departments
- Public Investment Corporation
- Gauteng Department of Education

#### 1.3 Our Solid and Robust Methodology

Our Project Management and Implementation methodology is based on the Microsoft Operations Framework and the Dynamics Sure-Step toolsets. These are tried, tested, and trusted methodologies which have, over the years that we have utilized them, proven to add the desired value to Clients where Rifumo has implemented similar projects.

# 2 Company Profile: About Rifumo Empowerment Holdings

Established in 2013, Rifumo Empowerment Holdings (REH) is an Information Technology firm specializing in Process Automation (PA), Business Intelligence (BI), Data Warehousing (DW), Digitization, Customer Relationship Management systems (CRM), Application Development and Microsoft Business Central (BC). Our expertise in the development and implementation of Microsoft Technology (MT), enables our team to utilise standard best practices in the implementation of new technology and innovation. REH is a 100% black-owned SMME, B-BBEE Level 1 contributor and a Microsoft Gold Partner.

REH strive for the development, customisation, configuration, and implementation of technology solutions that offer expert guidance on the latest developments in technology across multiple industries. The organisation provides tailor-made solutions that are user-centric and customer focus to enable digital transformation using standard best practices and tried and tested methodologies.

We provide innovative technology through dedicated partnerships with our clients as we work to achieve outcomes that are user-driven and cost-effective. We take pride in enabling solutions and sharing knowledge collaboratively with our clients.

#### 2.1 Company Profile: Our Service Catalogue



#### **Microsoft Azure Cloud Services:**

We provide comprehensive implementation and support for Microsoft Azure's suite of cloud services, including virtual machines, storage, databases, analytics, AI, IoT, and more. We enable organisations to build, deploy, and manage applications and infrastructure in a secure and scalable cloud environment.



#### Microsoft 365:

We offer Office 365 implementation services, to combine productivity tools such as Word, Excel, PowerPoint, and Outlook with collaboration services like SharePoint, Teams, and OneDrive. This is done in collaboration with our partners (clients) to enable businesses with cloud-based communication, collaboration, and productivity solutions.



#### Dynamics 365:

We offer an end-to-end Dynamics 365 (CRM and ERP) suite of intelligent business applications that streamline processes and enhance customer relationships. This includes modules for sales, marketing, customer service, finance, supply chain, and more, enabling organizations to optimize their operations and drive growth.



#### **Business Intelligence:**

We offer technologies, applications, and practices that enable organisations to collect, analyse, and interpret data to make informed business decisions. This involves the use of various tools (Microsoft BI tools) and techniques to transform raw data into meaningful insights, helping businesses gain a competitive edge and drive growth.



#### Azure Al and Machine Learning (Al and ML):

Through the use of Microsoft Azure (Al and ML), we provide a robust set of Al and machine learning services, including Azure Cognitive Services and Azure Machine Learning. These services enable developers to build intelligent applications that can understand, reason, and interact with users in a natural and personalized way.



#### Azure IoT:

We use Azure IoT to provide a comprehensive set of services and tools for building and managing IoT solutions. This enables our BI and technical team help organisations to connect, monitor, and manage devices, collect, and analyse data, and create actionable insights to drive operational efficiency and innovation.

#### **Power Platforms:**



We use Microsoft Power Platform to combine Power Apps, Power BI, and Power Automate (formerly known as Microsoft Flow) to create low-code/no-code solutions for building business applications, data visualizations, and workflow automation. This empowers organisations and users to create custom solutions and drive digital transformation without extensive coding skills.

#### **Microsoft Security Services:**



We provide a range of security services and solutions to protect against evolving threats. This includes Azure Security Center, Microsoft Defender for Endpoint, Microsoft 365 Defender, and more, helping organisations safeguard their data, identities, and infrastructure. This is done through innovation and partnerships with other leading technology organisations in the cybersecurity sector.

#### **Data Warehousing:**



We offer data warehousing services for the collection, to collecting, organising, and storing of large volumes of structured and sometimes unstructured data from various sources within an organisation. This involves creating a central repository, as a data warehouse, which is designed to support business intelligence, business portals, analytics, and reporting.

Table 1: Company Profile: Our Service Catalogue

#### 2.2 Company Profile: Consulting Services

Our consulting services aim to provide organisations and government departments with technological solutions to penetrate and/or improve the delivery of business and government services through the use of technology, with expert guidance on service delivery and business model improvement.

Here is a comprehensive catalogue of service offerings that covers various domains, including:

- Project Management
- Change and Adoption
- Business Intelligence
- Enterprise Content Management
- OpenText
- Machine Learning
- Artificial Intelligence
- IoT
- Data Centre Support
- Hosting Solutions
- Modern Workspace (Microsoft 365)
- ICT Infrastructure
- Enterprise Infrastructure Architecture
- Communication Infrastructure
- Disaster Recovery
- Cybersecurity, and
- Healthcare

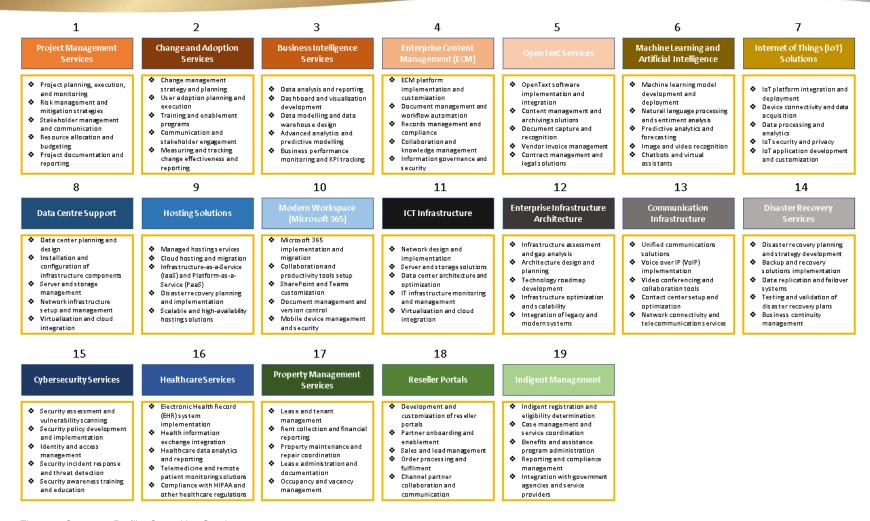


Figure 1: Company Profile: Consulting Services

These services are designed to cater to the specific needs of organizations across various industries, providing comprehensive solutions and support in their respective domains.

#### 2.3 Our Track Record

Below are projects that Rifumo have been involved in, that illustrate our capability and experience in delivering Microsoft solutions.



Figure 2: Company Profile: Our Footprint

#### 2.4 Our Business Partners

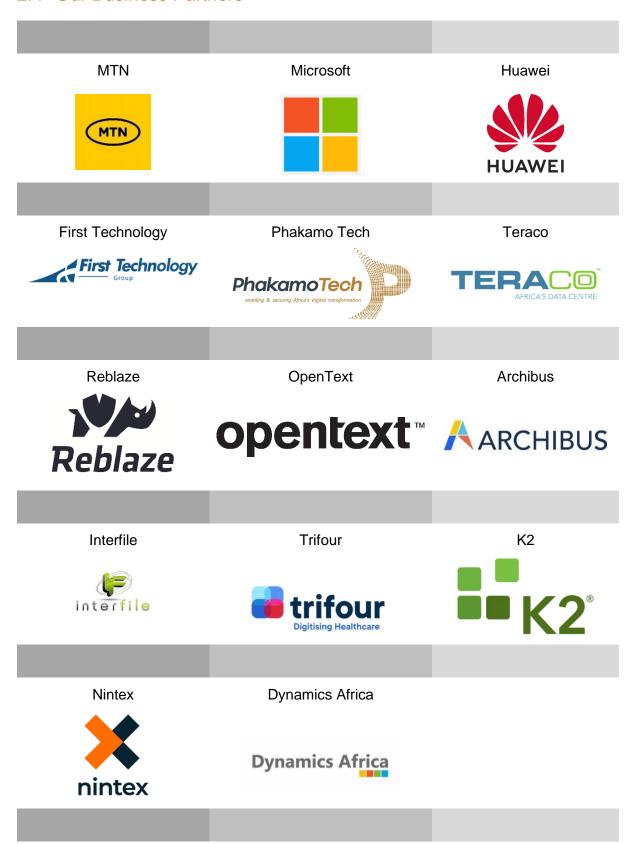


Table 2: Company Profile: Our Business Partners

# 3 Scope of Work

#### 3.1 Smart E-Invoice Solution Overview

The Smart E-Invoice Solution project implementation will encompass the design, development and implementation of Invoice automation solution across the COJ departments. The solution is split into 3 major components which will be further be down in detail in this document.

These three major areas are

- Front End Azure Web based Portal
- Back End: Business Central (Workflow based Financial Engine)
- Reporting and Analytics Solution

# CoJ Supplier Web Portal



Figure 3: System Architecture: Simple

#### 3.2 Smart E-Invoicing Solution Architecture

Below is an illustration of the solution architecture.

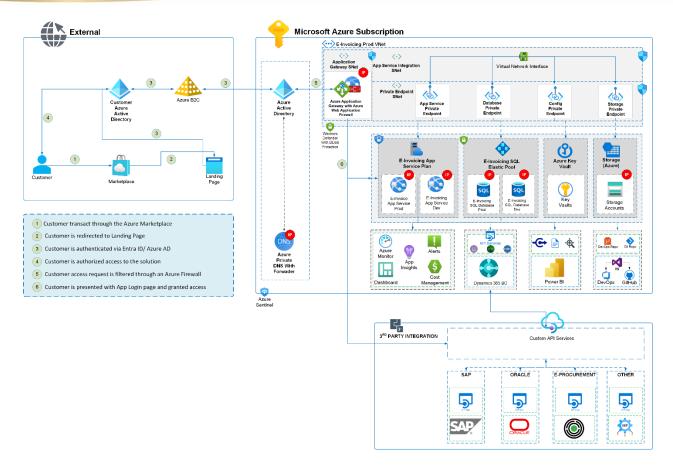


Figure 4: System Architecture: Detailed

#### 3.3 Smart E-Invoicing Solution Components

Below is a breakdown of the components of the Smart E-Invoicing Solution.

#### 3.3.1 Front End Azure Based Web Portal

The solution is a web browser application user interface developed on Azure Serverless Compute: App Services Component. This web browser-based user interface tightly integrated into the existing COJ ecosystem (an extension of the E-Procurement system) will allow the City of Johannesburg's trusted suppliers to initiate the automated invoicing approval system. This will enable suppliers to track the visibility of the processes from the time an order is created till the invoice is paid.

No.	Azure Service Component	Component Description
1.	Azure App Service	HTTP-based service for hosting web applications, REST APIs, and mobile back ends. You can develop in your favourite language, be it .NET, .NET Core, Java, Node.js, PHP, and Python. Applications run and scale with ease on both Windows and Linux-based environments.

2.	Virtual Network	A VNet is a fundamental building block that allows you to securely connect and isolate resources within the Azure cloud environment.
3.	Application Gateway	A powerful web traffic load balancer that operates at the application layer (OSI layer 7). Azure Application Gateway provides flexible and secure traffic management for your web applications
4	Azure DDOs Protection	Azure DDoS Protection is a critical component for securing your applications and services against DDoS attacks. Whether you're running a small website or a large-scale enterprise solution, Azure DDoS Protection ensures availability and peace of mind.
5.	Bandwidth	Bandwidth refers to data moving in and out of Azure data centres, as well as data moving between Azure data centres.
6.	Azure Firewall	Azure Firewall is a managed, cloud-based network security service that protects your Azure Virtual Network resources. It acts as a fully stateful firewall as a service, offering built-in high availability and unrestricted cloud scalability.
7.	Azure SQL Database	An intelligent cloud database service, Azure SQL Database offers a fully managed, scalable, and secure platform for your relational data
8.	Azure Functions	Azure Functions is a serverless solution that allows you to write less code, maintain less infrastructure, and save on costs. Instead of worrying about deploying and maintaining servers, the cloud infrastructure provides all the up-to-date resources needed to keep your applications running. You focus on the code that matters most to you, in the most productive language for you, and Azure Functions handles the rest.
9.	Azure Storage Accounts	An Azure Storage Account serves as a fundamental building block within the Azure

		ecosystem, providing a unique namespace for your data objects such as blobs, files, queues, and tables.
10.	Azure Logic Apps	Azure Logic Apps is a cloud platform where you can create and run automated workflows with little to no code. By using the visual designer and selecting from prebuilt operations, you can quickly build a workflow that integrates and manages your apps, data, services, and systems. Azure Logic Apps simplifies the way you connect legacy, modern, and cutting-edge systems across cloud, on-premises, and hybrid environments. Here are some example tasks, business processes, and workloads that you can automate using Azure Logic Apps:
11.	Microsoft Defender for Cloud	Microsoft Defender for Cloud is a comprehensive security solution designed to protect multi-cloud and hybrid environments across the entire lifecycle, from development to runtime
12.	Azure Key Vault	Azure Key Vault is a powerful cloud service that securely stores and manages cryptographic keys, secrets, and certificates used by your cloud applications and services.
13.	Azure Defender External Attack Surface Management	Azure Defender External Attack Surface Management (Defender EASM) continuously discovers and maps your digital attack surface to provide an external view of your online infrastructure. This visibility enables security and IT teams to identify unknowns, prioritize risk, eliminate threats, and extend vulnerability and exposure control beyond the firewall. Essentially, it gives you the same view an attacker would have when selecting a target.
14.	Azure DevOps	Azure DevOps is a comprehensive set of modern development services that empower teams to plan, build, test, and deploy applications with agility and efficiency. Whether you're a developer, project manager, or IT professional, Azure DevOps provides a

		unified platform for end-to-end software development and delivery.
15.	Azure Monitor	Azure Monitor is a powerful cloud-based service that provides comprehensive monitoring and observability for your Azure resources and applications
16.	Azure Network Watcher	Azure Network Watcher provides a suite of tools to monitor, diagnose, view metrics, and enable or disable logs for Azure laaS (Infrastructure-as-a-Service) resources. It's designed to monitor and repair the network health of laaS products like virtual machines (VMs), virtual networks (VNets), application gateways, and load balancers.
17.	Azure Site Recovery	Azure Site Recovery (ASR) is Microsoft's Disaster Recovery-as-a-Service (DRaaS) solution built specifically for Azure workloads. ASR enables companies to recover from catastrophes quickly with minimal downtime.
18.	Azure Support	Azure Support provides a range of options to help you resolve issues, troubleshoot problems, and optimize your Azure environment.

Table 3: Front End: Azure Services Components

#### 3.3.2 Back End: Business Central

Dynamics 365 for Business Central is a top cloud-based ERP solution for growing businesses with one of the most rapidly increasing userbases worldwide. At its core, Business Central is a complete business management solution built in the cloud designed to centralize and streamline all your data, processes, and core functions. From finance and sales to inventory and purchasing, it brings your entire business into one platform for faster collaboration, process efficiency, and more intelligent data-based decision-making.

Dynamics 365 Business Central is COJ's chosen solution from Microsoft with customizations from Rifumo and will be responsible for driving the workflow automation engine from the stage when the Purchase Order is created in the COJ ERPs systems such as SAP, Oracle and other Financial Systems until when the Invoices are paid.

Automated Approval workflows are inherent within Business Central and an additional integration with the Power Automate Platform where custom approval workflows can be set up with no code at all will speed the delivery of the solution. Multiple document types and various business rules can be used through which the approvals and other notifications can be triggered in the system i.e., Credit Limit, Time Constraints etc. Additionally, the approvals can be setup for the various levels (multi-level) and delegation (groups) needed within the city based on the existing hierarchies.

Financial management	Account receivables/ payables	Bank reconciliation	Fixed asset management	Month/Year end closing
Sales & service management	Quote generation	Contact management	Sales invoicing	Payment processing
Project management	Capacity planning	Budgets and estimates	Job and process costing	Resource management
Supply chain management	Inventory and Purchasing control	Shipment and distribution	Returns and cancellations	Procurement and vendor management
Operations management	Forecasting	Production planning	Manufacturing capacity	Warehouse management
Reporting & analytics	Customer insights	Self-serve reports	Interactive dashboards	Built-in intelligence

Figure 5: Business Central: Solution Features

As Microsoft's focus and BC is the principal ERP system for small-to-midsized companies, Business Central combines the very best of its technology. Built on Microsoft Azure Cloud and created from the scalable architecture of Dynamics NAV financial system, Business Central is not your average financial system.

- It's an affordable financial management solution for a growing business.
- It's a robust inventory management system for a global manufacturing company.
- It's a connected sales tool that every agile sales team appreciates.
- It's a scalable ERP that will fit for the life of your business, no matter how big you grow.

#### 3.3.3 Reporting and Analytics: PowerBI

PowerBI – Provides the reporting engine needed to bring Management up to date with the financial state of the Supply chain module. This financial bird's eye view is consolidated across all the City' departments. It embowers the CFO's office with insights into Cashflows for COJ.



Figure 6: Analytics and Reporting: PowerBI Dashboard

#### 3.3.4 Business Objectives and Key Benefits of Smart E-Invoice Solution

In overall the Smart Invoice Solution offers these combined benefits

#### **Improved Operation Efficiency:**

Automation of the invoicing process reduces manual tasks, minimizes errors, and speeds up the entire billing cycle, from invoice creation to payment reconciliation.

#### **Operational Cost Reduction:**

By reducing the need for paper-based processes and manual handling, invoicing cuts down on printing, postage, and storage costs, leading to significant savings.

#### **Enhanced Transparency & Compliance:**

Digital tracking and standardized processes improve transparency, facilitate easier audits, and ensure compliance with regulatory requirements.

#### **Faster Payments:**

Smart E-invoicing can shorten payment cycles by providing quicker invoice delivery and offering various electronic payment options to customers, which helps improve cash flow.

#### **Addressing Regulatory Authority Audits:**

Smart E-invoicing simplifies compliance with financial regulations and makes audits more efficient by providing clear, easily accessible digital records of all transactions.

#### 3.4 Solution Component Features and Benefits

#### 3.4.1 Supplier Web Portal

#### **FEATURES**

The following are the key features of the Supplier Web Portal. This is the front end and is embedded with the E-Procurement Solution

- Web Based User Interface: Use any of the major browser of choice (Chrome, Edge, Safari and Firefox) on any system platform (Windows, Mac & Linux - Desktop PC, Laptop, Tablet and Smart Phone) to log into the Web Portal.
- Securely Onboard Suppliers: As an inherent component of the E-Procurement Solution that the solution leverages on, COJ Administrators can create multiple accounts on the Web Portal Admin for the various suppliers to allow them to log into the systems and perform various task related to their purchase order data from the city's various ERP solutions.
- Supplier Self Account Management: The supplier once granted access can
  manage their own account profiles with ability to update details such as contact
  details and perform self-password reset thereby ensuring that their security is not
  compromised. Enhanced security is provided by built in two factor authentication.
- Suppliers can view Compliance Status: The Portal has API Services that talks in the back to other solutions within the City such as CSD, SAP that allows the system to query Compliance Status in line with Compliance Regulations required for Suppliers. Compliant suppliers can initiate the required processes such as uploading supporting document as attachments to expedite the invoice payment process whereas non-compliant suppliers can quickly do the necessary background process to ensure that they are compliant before they can waste time on denial of service or payment due to non-compliance. This API will be utilized via the E-Procurement Solution.
- Open/ Outstanding Orders Through API integration the Portal can query all outstanding Orders from the City' various ERP solutions. The City's ERP solutions are the initiators of the Supply Chain Process where the purchase orders are generated through a standardized requisition process. Since backend systems are only accessible by COJ Employees, suppliers currently do not have visibility on the back-end processes, however the Portal provides the vital information that allows Suppliers to have information at their fingertip on all the open purchase orders thereby allowing them to cherry pick the orders they desire to fast track.
- Generate Invoice: Suppliers can generate Invoice based on the open orders. The process will use existing data thereby leaving no room for errors. Should there be mismatches on the order data, the supplier can query the city before the Invoice is created and updates done in the backend ERP system are immediately available on the Portal via the integration API services.
- Upload Supporting Documents: Supporting documents needed for the Invoice Approval Process can be submitted on the Portal thereby allowing the Approvers to have the needed evidence to accelerate the Payment Process. Attached documentation is electronic thereby allowing for a track record of the documents for future audit purposes. The document attachments are stored in a secure repository in the Microsoft cloud only allowing for access for approved identities or personnel within COJ.
- Track Invoice Status: For submitted Invoices, Suppliers can track the various stages through which the document goes through. These status start from Open, Pending Approval, Approved, Pending Payment to Paid
- View Historical Data: Suppliers can have a history of past data for historical reference or Audit trails

#### **BENEFITS**

Simplified User Experience: Our Web Portal runs on Web browser which do not require complicated setups and is platform independent. Users can use any browser of their choice from Google Chrome, Mozilla Firefox, Safari on Mac and Edge Browser on Windows. All operating system ecosystems are supported from Windows, Android, Mac and Linux. The web interface provides a light experience on

- the users allowing them to run with minimum hardware specifications ranging from Desktop PC. Laptops, tablets and Cell Phones.
- Serverless Computing; Our web portal solution runs on Microsoft Azure using App Services. Unlike tradition infrastructure hosted on servers, our solution does not need any Infrastructure management which requires a lot of effort like patching and monitoring. These management services are automated and thereby our focus is on rapid deployment on developing the business logic of the application rather.
- Scalability: Application workload can be scaled up and down based on the workload. Azure App Service Plans and SQL Elastic Pools allows us to control resource usage based on demand. Resources scale down when demand drops and scale up and workload increases
- Cost Optimization: With scalability and other cost saving features offered by Azure Services, we can always ensure that our cost is kept at a minimum and in check all the time. This significant reduces cost compared to traditional on-premises systems
- Security: Our solution is built on one of the world's best secure platforms. Data is
  protected by stringent inbuilt security models such as multi-factor authentication that
  ensures that data is always protected. Microsoft is also a major contributor to security
  and compliance standards such as ISO and PCI.
- Allow Supplier Participation; By onboarding suppliers on the portal, COJ
  essentially allow suppliers to be part of the COJ Supply chain ecosystem. In
  essence, this allows for supplier participation as they are a key business stakeholder
  of the COJ supply chain process and furthermore this gives the suppliers the needed
  visibility into the COJ supply chain process thereby improving on service delivery.
- Save time and effort on the Invoicing Process; By allowing suppliers to do electronic document uploading, a lot of time and effort is saved compared to the manual process where each supplier will have to come in person or send copies via emails which may take a lot of time and effort to track and follow up. The manual process is also prone to human errors on the COJ side. Allowing the supplier to upload electronic documents reduces the risk from COJ staff members and place the responsibility on the right custodian the Supplier. This also prevents back and forth emails which may be missed and may result in loss of documents or other key information that may delay or cause payment to be denied thereby inconveniencing the Supplier
- Save Cost and the Environment; With the world moving towards the goal of reducing the carbon footprint by reducing paper production as well as the environmental hazards caused by paper manufacturing including wastepaper documents, it is a better proposition to go with a paperless solution. This saves a lot of the cost of paper acquisition as well as disposal. E-documents solutions saves the environment and reduce cost significantly.
- Keep Supplier Informed; Supplier on the Web Portal can get the latest information on: Compliance Status, Open Purchase Orders, Invoice Status. This helps them to keep abreast and make the right informed decision. This also will save time and cost in the long run by preventing unnecessary delays caused by lack of visibility and insight into the COJ Supply chain process. Viewing documents on the fly can also allow them to pick any discrepancies which they can expedite to the City to make immediate adjustments
- Huge Saving on Licensing Cost: The Portal's integration to Business Central allows also for huge saving on Business Central Licenses as Suppliers/ Internal Users/ Admin Users will not need to consume a user license for all the registered accounts but will use one single license point from the integration account. Furthermore, the Integration to COJ back-end ERPs also allows for huge licensing cost savings as one account will be used or API Services that might not consume a

license. This saving is returned to the city thereby alleviating finances for other important budgeted items.

#### 3.4.2 Business Central ERP Solution

#### **FEATURES**

- Track Supplier List: The supplier master list is also visible in Business Central. This data is derived from API Integration with the back end financial systems such as SAP, Oracle, E-Procurement and other financial solutions within COJ that has been integrated to Business Central. Updates done to backend will be propagated to Business Central. Each supplier record contains critical information such as Addresses and financial data such as VAT, Outstanding Orders, Outstanding Invoices and Balances.
- Track Product List: Item or Product master from ERPs systems, This data contains critical information such as Prices, VAT, quantities and other items details
- Purchase Orders: Purchase Order header details and Line Items including VAT
- Purchase Invoices: Purchase Invoice header details and line items, also include stage of the approval process
- Setup Approval Workflows: Approval workflows inherent within Business Central or integration through Power Automate Platform where custom approval workflows can be setup. Setup document types and various business case scenarios through which the approvals can be triggered i.e., Credit Limit. Setup the various levels (multi-level) and delegation (groups) needed for approvals.
- Initiate Approvals Initiate the Approval process by clicking Request Approval on the desired document such as a Purchase Invoice. State of the document will change to Pending Approval. The next in line approver is notified via email in Outlook. Various System Cues allows for time categorization of documents needing attention, i.e., Approval Request Sent, Pending Approvals (These can be time categorized to ensure urgency in processing).
- Outlook App Integration: Custom Notifications can be setup for the approval request messages. You can also view vital information regarding the supplier, amount, requestor who sent the approval. Approval can happen within the Outlook App as the message is only sent to the designated user's mailbox.
- Pending Approval: Cues with Business Central allows for categorization of documents Pending approval based on timelines like Today (current), Past Week, Past Month and Overdue.
- Approved Documents: All approved documents can be filtered to allow them to be sent for Payment processing
- Track Financial History: Drill down into the financial history of a document by clicking on the figures, for example Outstanding Balance on the Supplier Record will show all the unpaid Invoices for the supplier that are contributing to the total figure
- Financial Reports; View consolidated and critical reports such as Aging Reports.
- Submit Invoices for Payment: Submit approved invoices for payment on the backend ERP System once the approval process is ready.

#### **BENEFITS**

- Top Notch ERP Solution: Business Central is one of the fastest growing solutions on the ERP market. It's a feature-rich and evolving solution that is being constantly updated with the new features and the latest updates trends to fit the ever-growing customer demands. Most of the features requested by COJ come out of the box.
- Al Ready Solution: With the new advent of Al solutions such as CoPilot, Business Central is one of the only solutions that has inbuild Al capability which is extended because of its tight integration to the Microsoft Azure Cloud. Microsoft ensures

- responsible AI by integrating the PureView and Compliance Centre thereby ensuring that the AI boundaries are controlled by the organization's policies.
- Highly Customizable: Unlike traditional ERP solutions that come limited in terms of what you can do, Business Central is highly customizable allowing the COJ to tailor the solution to its needs. The application language models is simplified to allow Developers familiar with Coding Platforms like .NET and Visual Code/ Studio to deploy changes via common Dev Platforms like DevOps and GitHub.
- Business on the Go: Business Central supports several platforms that range from PC, Tablets, Slates and Mobile Devices. Additionally, the solution is platform independent, as you can run it across all the available Platforms such as Windows, Android. Mac and Linux.
- Integrates Into Existing Office Ecosystem: Business Central integrates into everyday Office Apps like Excel, Word, Teams, OneNote and Outlook. This allows for a seamless experience that a user cannot get from any other ERP solution. For Example, with the Outlook Business Inbox, you can integrate approval workflows within outlook thereby allowing the user to work on documents such as Purchase Invoices and Approvals from within Outlook
- Automate Approvals Workflows: From the time a Purchase Invoice is created, instead of sending and exchanging documents manually to get the payment process approved, we have built the approval engine within BC. This supports for multi-level approval chains as well as group delegation functionality. Multi-level approval allows for documents such as Purchase Invoices to go through different authorities within the department before if can go to the CFO's office for final approval. The process can be tracked from an audit perspective on the various adjustments that have been made on the document during its cycle. Additional Notes for approval or rejection can be viewed by the intended recipient defined in the workflow. Tight integration to Outlook provides a seamless experience to the final user by allowing the user to use familiar apps
- Integration to Supplier Portal & E-Procurement: The Invoice approval status also propagates to the Supplier Portal thereby keeping the Supplier up to date on the state of the Invoice Document. Integration to backend financial systems such as SAP, Oracle, E-Procurement and others ensures that there is no duplication of record across the board. This helps maintain a singular point of update.

#### 3.4.3 Reporting and Analytics: PowerBI

#### **FEATURES**

- Summary Ageing: View submitted invoices by Period, giving COJ visibility of outstanding Supplier balances. Groupable by: Supplier and Department/ Entity
- Detailed Ageing: View submitted invoices by Period, giving COJ visibility of outstanding Supplier invoices. Groupable by: Supplier and Department/ Entity. Detailed drill down to Invoice Level or Payment.
- Month over Month Change: Monthly Net change on Invoices or balances
- Invoice Status Tracking: Tracks submitted invoices based on the process Status
- Approval History: Audi trail of invoice approval life cycle.

#### **BENEFITS**

- Integrates into Microsoft Ecosystem: Power BI is part of the ubiquitous Office 365 suite of tools. Power BI works very well with Excel, Azure and Dynamics 365 Products including Business Central
- Easy & Quick to Learn: Power BI has an interface that shares a lot of similarities with Excel. The two products look similar and share some menu options which makes it easier to learn. Furthermore, DAX is similar to Excel's formula language.

- This means users familiar with Excel formula syntax will find DAX reasonably easy to learn.
- Easy to use with User Friendly Interface: Power BI is a tool that is easy to use, and non-technical users can produce useful insights using Power BI without having to write any code. And for those who wish to perform more advanced analysis, including running Python and R scripts, Power BI can accommodate this too.
- **Secure**: Power BI can set up granular security, including row-level access filters to ensure that users only see the data they are meant to see.
- **Scalability**: Power BI can be used from small businesses to large enterprise businesses so can handle a wide range of data volumes.
- Realtime Information: Dashboards update in real time, as data is pushed or streamed in, which gives viewers the ability to solve problems and identify opportunities quickly. Any report or dashboard can display and update real-time data and visuals. Sources of streaming data can be factory sensors, social media sources, or anything from which time-sensitive data can be collected or transmitted.
- Streamlined Publication & Distribution: Instead of emailing large files or putting them on a shared drive, analysts upload reports and visualizations to the Power BI service, and their data is refreshed whenever the underlying dataset is updated.
- Cortana & Al Integration: Power BI works with Microsoft's digital assistant, Cortana. Users can verbally ask questions in natural language to access charts and graphs. This can be especially helpful for users with mobile devices. Power BI users can access image recognition and text analytics, create machine learning models, and integrate with Azure Machine Learning.
- Cost Effective: Power BI is relatively cheaper compared to its competition
- Cross Platform Integration: Ability to get data sources from different systems into one consolidated single pane of Information glass, i.e., can use SAP, Oracle and any other Financial System as data source

#### 3.5 Proposed Implementation Plan

#### 3.5.1 Implementation Approach

The implementation plan that Rifumo Holdings will be following will cover the 2 main functional areas. Although the implementation plan is not split into 2 separate plans, Rifumo is confident in the experience of its resources. The implementation team will be deployed in a manner to tackle all areas of the system development lifecycle of each relevant functional area.

#### Module or Functional Area - Web Portals (Supplier Portals)

#### 1. Project Initiation

During this phase, Rifumo will include the bid process through to the production of the 'Project Charter'.

#### 2. Analysis & Design

After the project has been kicked off, Rifumo will conduct JAD (Joint Application Development) sessions with the involvement of COJ key users to build a working prototype of the proposed portals within the shortest of time. The business processes will be reviewed and mapped accordingly, while gaps are identified and resolved within this stage of the SDLC. A data migration plan will be drafted and approved by both parties.

The design of the system will take center stage while any customizations are being addressed. The registration form, document upload function, database connectivity, master data migration.

Test scenarios are then developed and documented as feedback from the JAD and business process review,

#### 3. Development

At this stage a test environment has been setup, key integration or interfaces are then reviewed during the various testing exercises being conducted, including user acceptance, unit testing and stress testing. Final review of the designed portals and portal functionality, major system improvements or modifications can be done progressively. Key users or super users, that is, will then be trained so they may be the first line of support and assist in facilitating the end user training exercises.

#### 4. Deployment

End user training will be conducted in anticipation for the Go Live date, role assignment, security access is being finalised at this stage. Procedure manuals and operational manuals are then produced by Rifumo for both the super and end users of COJ. The complete system will then be deployed in the live environment, and COJ users begin to capture data in the live database. Rifumo will then be available on site for hand holding or onsite support to user.

#### 5. Operation

At this stage both parties, that is, Rifumo and COJ sign off on the project and close the project with the signing of a Service Level Agreement for support, and continual access to support resources.

Module or Functional Area – (Microsoft Dynamics 365 Business Central Compliance Management)

#### 1. Analysis

During the analysis phase of the E-Invoicing project, the COJ and the Rifumo project team will conduct business process review sessions to fully understand the current environment and processes. During this stage, gaps are identified with their resolution, and this is all documented in the 'Functional Requirements Document'.

#### 2. Design

The design specification will then highlight all proposed business processes for the payables function. Some critical areas of the supplier and payments management function and reports will be configured and designed. The data migration process will be outlined, with the necessary templates being submitted to COJ for processing. Test cases and scenarios will then be drafted for the testing stage.

#### 3. Development

The application design and configuration begins, encompassing the key integration with the general ledger, security & workflows, document uploading, email and SMS integration, customisation and integration including compliance with the user's requirements and all customisations will need to be addressed. Migration of historical data and Takeon data will take place and the Rifumo team begins to train the super users in anticipation of the deployment stage.

#### 4. Deployments

End user training will be conducted in anticipation for the Go Live date, role assignment, security access is being finalised at this stage. Procedure manuals and operational manuals are then produced by Rifumo for both the super and end users of COJ. The system will then be deployed in the live environment, and COJ user begin to capture data in the live database. Rifumo will then be available on site for hand holding or onsite support to user.

#### 5. Operation

At this stage both parties, that is, Rifumo and COJ sign off on the project and close the project with the signing of a Service Level Agreement for support, and continual access to support resources.

#### **3.5.2** Data Migration and Conversions

Data migration will focus on

#### 1. Master data for Payables

Based on the methodology mentioned in this document, before the system can be deployed to production, all customisations, and master Takeon data will be in the system. Customisation can be reviewed during the User Acceptance Testing phase. All Takeon data will be based on a chosen closing period and opening reports will be tested to balance with reports from old system. These reports will be generated, backed up, submitted for approval, and signed, before adoption.

#### 2. Cash book

During the migration of data, it is critical to note that all Takeon information, master(account) and balance information will need to be verified and signed off and approved by COJ. Rifumo will then sign off import the data.

#### 3.5.3 Report Development

Business Central has its own standard financial report such as trial balances, age analyses, subledger reports designed to be the foundation of the business's reports. Any other data-based reports can be added or customised for COJ's unique view and presentation. Dynamics 365 is equipped with Office 365 or Microsoft office integration and reports can either be printed to screen, directly from the system to paper or to a '.html' file and to Excel.

In addition to the use of filters and custom information views, the system allows the creation of reports directly from the trial balance based on user's reporting preferences. A custom dashboard view is available to produce charts and summarised views to aid key users in understanding the performance of their critical areas. Standard 'Top Ten' reports are available at the service provider/vendor level as well as the inventory and Account Payable level. COJ will need to highlight which areas to be assessed.

All minor enhancements to the standard reports will be tested in the development environment, deployed, and documented.

#### **3.5.4** Systems and Resource Training

A key phase during the setting up of the ERP is the training phase before deployment. Users at all levels will be trained based on their roles and functional area. An administrator user, preferably from the IT department will be trained on basic administration and management of the ERP solution. Refresher training exercises can be arranged based the SLA Service level Agreement arrangements and hours.

Training will be provided as the new modules are being deployed from Phase 1 up to Phase 3. Training for each module will be allocated an acceptable amount of time within each phase as either a super user training, or end user training. According to the project plans, a total estimate of will be set aside for training.

#### 3.5.5 System Testing

#### **Testing Activities and Pre-Conditions**

The Solution Testing is conducted before releasing the final build for User Acceptance Testing (UAT). UAT Testing is conducted during the deployment phase, when COJ's key users review the overall solution for completeness and accept it as being fit for purpose.

In addition, Data Acceptance Testing may be performed once data migration has taken place and immediately before go-live occurs to ensure that all data has been successfully migrated from source data.

During testing, Solution testing, and UAT, all extensions —including configuration, custom coding, integration, reporting, and data migration—will be tested. The exact tests that will be performed are based on the specific requirement that is stipulated by COJ. Tests will be performed during the following testing activities when their pre-conditions have been met.

Example table shows activities based on the types of tests being conducted and the required pre-conditions.

**Testing Activity** 

**Requisite Pre-conditions** 

Solution Testing (Integration Testing)	<ul> <li>The Test Plan has been reviewed.</li> <li>Sprint Technical Preview has been conducted and all requirements have received sign off or a Change Request has been created out of the release scope.</li> <li>The Daily Build has been completed and deployed in the appropriate test environment.</li> <li>Communication and data transfer between custom systems.</li> </ul>
User Acceptance Testing	<ul> <li>The requirements of the solution have received sign-off during the Technical Preview or a Change Requested has been created out of release scope.</li> <li>Solution Testing has been completed.</li> <li>The Test Plan has been reviewed.</li> <li>UAT test scripts have been developed.</li> <li>The corresponding Testing environment has been set up and configured.</li> <li>Test Data has been migrated to the corresponding Testing environment.</li> </ul>
Data Acceptance Testing	<ul> <li>The Test Plan has been reviewed.</li> <li>Data Migration Requirements have been reviewed.</li> <li>Data Migration Test Scripts have been developed.</li> <li>Source System/Legacy data has been gathered and cleansed prior to migration.</li> <li>Data Migration Mapping has been completed and transformations have been executed on the source data.</li> </ul>

Table 4: Testing Activities

#### 3.5.6 On-going Support Services

Our support services packages will allow you to utilise Rifumo's expertise in the way that best suits COJ's business needs. Whether the support need for the Dynamics 365 Business Central ERP solution, or Web portal applications assistance, Rifumo will fully provide support.

A Service Level Agreement can be used for any of the following:

- Break/fix Issues
- Solution Enhancements
- Customisations
- Development
- On-site or off-site Consultancy
- On-site User Training
- Telephone Support
- Advisory Service
- Remote Assistance
- Upgrades

There are also additional guidelines to the support and response that Rifumo follows to provide COJ with the best value for the SLA and from available support personnel. Standard solution deployment procedure requires any program error or new requirement to be;

- Detailed and documented.
- Error to be investigated and determined in test environment.
- Solution to be tested in test environment.
- Test environment solution to be signed off before deployment on production system after thorough testing.
- Solution to be deployed in production.
- Final user-acceptance conducted.
- Solution signed off.

#### 3.6 Other Requirements.

Microsoft Dynamics 365 for Business Central offers role-based security functionality, which will separate key user access based on job roles within COJ as an organisation and within the ERP solution. An integral feature of the ERP solution is the integration of the entire system with the general ledger accounts to minimise the multiple posting of data and centralization of organizational information across the various and unique business functions within COJ.

#### **3.6.1** Azure Data Residence Requirements.

Microsoft has South Africa as one of its Azure Regions, an Azure Data Region is a combination of multiple centres, and South Africa has 2 data centres (North - Gauteng and South – Western Cape) therefore if COJ should choose the cloud solution, Dynamics 365 Business Central will be hosted in one of these South African Data regions.

#### **3.6.2** Information Security Requirements.

Each end-user and key-user will be assigned a user ID and password as the first level of security. In addition, the user IDs, roles will then be assigned to the COJ user groups based on the specific tasks each user must perform within the system. This second level of security will determine what each user views and has access to viewing, capturing, and posting.

Posting restriction can further be applied on open or closed accounting periods by user groups or by business unit. Further controls may be provided through the implementation of approval workflows on key processes within the ERP system, which will further restrict the unauthorised manipulation of the system's data. Each posted transaction will however be tagged with the user ID of the user responsible for posting the transaction, thus adding to the comprehensive audit trail capabilities of Dynamics 365 Business Central.

The use of automatically generated One-Time Pin codes using the user's mobile number can add strength to the standard security features offered by Business Central.

#### **3.6.3** Disaster Recovery.

The Data Recovery plan in a Cloud based environment will be determined by engaging data centre owner, that is, Microsoft. However, all data will be stored securely on the Microsoft Data Centres.

## 3.7 Out of Scope or Exclusions

Any area or deliverable not explicitly included in the areas in scope section of this document is deemed out of scope for Rifumo's implementation of the COJ Smart E-Invoice Solution.

Specific items seen to be out of scope for this project are listed in the following table. Please note that the below exclusions are not exhaustive, and further discussions may be necessary to fully understand and document all exclusions once the project analysis phase has started.

Item	Description
Data governance policy implementation	While the scope of work includes an analysis of existing data governance, security and best-practice policies, the actual implementation of these policies or changes to them is outside the scope of the project.
Source system modifications	Any required changes or modifications to the source systems from which the data is drawn will be outside the scope of this project.
Data cleansing in source systems	While data quality checks and cleansing activities are included within the data warehouse, the cleansing of data at the source systems is not included.
Non-priority system data integration	The data integration for systems that are not designated as 'priority' in the initial stages of the project may not be included in the scope.
Custom analytics or reporting requests	The development of custom analytics or reports outside of the agreed-upon priority and standard analytics and reports.
End-User Hardware or Software	Provision or upgrade of end-user hardware or software tools to access the analytics and reporting platforms is not included.
Azure Consumption Costs	While the Azure platform will be used for data storage, any costs associated with the increase in data storage due to data ingestion, data storage overages, or related to specific Azure services are not covered in this SOW and will be for CoJ's account.
Infrastructure	Hardware procurement and sourcing will be for the ownership of CoJ.
Physical data security	While data security within the Azure platform is a part of the project, physical security of the servers or data centres (in the case of hybrid solutions) is not covered in this SOW.

Table 5: Out of Scope

## 3.8 Project Dependencies

The following project assumptions apply to the Rifumo's efforts and associated scope of work shared in this Smart E-Invoice solution implementation proposal:

Item	Description	
CoJ Involvement	<ul> <li>COJ will assign a project sponsor to the project.</li> <li>COJ will assign a project manager/lead to the project, with the responsibilities for the project manager to include the following:         <ul> <li>Acting as a single point of contact into COJ for the solution implementation project team.</li> <li>Management of COJ assigned project escalations.</li> <li>Arrange meetings with COJ stakeholders as required.</li> </ul> </li> <li>COJ resource availability is the responsibility of assigned COJ project manager.</li> </ul>	
COJ Resources	<ul> <li>COJ to ensure that Rifumo has access to all relevant resources for the duration of this engagement.</li> <li>All business unit or process owners that will be impacted by the solution.</li> <li>A single individual from all operational areas who will be using the solution.</li> </ul>	
COJ Facilities	<ul> <li>COJ will provide the required facilities, namely:         <ul> <li>A board room or training room capable for hosting workshops/meetings.</li> <li>A workspace for Rifumo resources for the periods of the engagement.</li> <li>A whiteboard with markers.</li> </ul> </li> </ul>	
Data Availability and Quality	The project depends on the availability and quality of data from the source systems. Poor data quality may require additional effort in data cleansing that may not be included in this project scope.	
Access to existing systems	The team requires sufficient access to existing data, analytics, and reporting systems to conduct thorough analyses.	
Timely Approvals	Gaining timely approvals for deployments, changes, and system access is critical to avoid project delays.	
Technical infrastructure	The existing technical infrastructure needs to be robust enough to support the new data platforms and systems.	
Source System stability	The stability and availability of source systems from which data is being ingested are vital to maintain the planned project schedule.	

Security compliance	Compliance with data security policies is critical, and any adjustments or changes to meet these requirements are dependent on the internal security teams.
Software and tools	The project is dependent on the availability and performance of Microsoft Azure, PowerBI and Business Central SaaS. Any outages, updates, or changes to these tools could impact the project timeline and outcomes.
DevOps	<ul> <li>Rifumo will utilise their Azure DevOps instance for management of the activities to ensure that the deliverables are met.         <ul> <li>COJ is liable for any licensing and setup required for this.</li> <li>License costs may be deferred if COJ has applicable licensing that can be utilised.</li> <li>Alternatively, Rifumo will align with any such tooling that COJ uses and will train the Rlfumo team.</li> <li>Training costs are for COJ's expense.</li> </ul> </li> <li>Azure DevOps license pricing is subject to the USD / ZAR exchange rate fluctuations.</li> <li>Information:         <ul> <li>The Azure DevOps features, and pricing are as per the following link:</li> <li>https://azure.microsoft.com/enus/pricing/details/devops/azure-devops-services/</li> </ul> </li> <li>Should COJ opt to utilise an on-premise TFS environment, the time put aside for setting up the Azure DevOps environment will instead be utilised to plan how this will be done and will factor into account what aspects will need to be configured and the current setup.         <ul> <li>An output of this will be an estimate to get the same functionality setup with TFS.</li> </ul> </li> </ul>
Travel	<ul> <li>Travel &amp; Accommodation is excluded from the price quoted whereby COJ will be invoiced monthly for such expenses.</li> <li>Where so required the Rifumo team members allocated to this project will be working from the premises of COJ.</li> <li>Travel is calculated as the extended distance beyond the resource's travel to the nearest Rifumo office, in a single direction only.</li> <li>The cost will be based on the official AA rates.</li> </ul>

Table 6: Project Dependencies

#### 4 Technical Approach and Methodology

#### 4.1 Methodology

Our implementation methodology for COJ will be the trusted and proven Microsoft SureStep Agile/Waterfall Methodology. SureStep methodology is an industry best-practices methodology developed by Microsoft to facilitate the on-time and on-budget completion of projects, to reduce project risks for the partner and customer and to ensure that the solution meets the customer's highest.

A waterfall methodology is a breakdown of project activities into linear sequential phases, where each phase depends on the deliverables of the previous one and corresponds to a specialization of tasks.

The diagram below is graphical display of the phases in the SureStep Methodology.

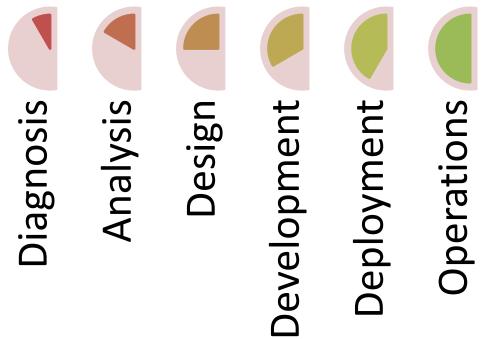


Figure 7: SureStep Project Lifecycle Phases

The benefits of the Microsoft SureStep method for our customers are:

- Allows you to keep control of project efficiency and success
- Supports close collaboration, communication and coordination in ongoing projects
- Ensures that the process is fully documented in a standardized, integrated manner
- It can be scaled to any size of business
- It can be adapted to any project type (local, global, central or decentralized)

#### 4.1.1 Diagnostic Phase

The initial phase in our Methodology will be the Diagnostic Phase, where we will facilitate sessions with all stakeholders and decision makers to re-affirm and finalise requirements as stated in the tender document.



Figure 8: SureStep Diagnosis Phase

#### **Key Activities/ Deliverables**

The goal of the Diagnostic phase is to gather enough information to define the high-level project scope and make a confident proposal for the remaining phases of the implementation. The major deliverable is the implementation proposal and contract.

#### 4.1.2 Analysis Phase

The Analysis phase represents the official start of the implementation project. The overall goal is to define and agree upon all the business requirements related to the new Microsoft Dynamics™ solution. This includes the business and data migration requirements, as well as integration requirements. The major deliverable is the comprehensive functional requirements document.



Figure 9: SureStep Analysis Phase

#### **Key Activities/ Deliverables**

- Key User Training
- Detailed Business Process Analysis
- Gap/Fit Analysis
- Gap Resolutions
- Description of Interfaces
- Data Migration Plan
- Project Plan
- Functional Requirements Document

#### 4.1.3 Design Phase



Figure 10: SureStep Design Phase

#### **Key Activities**

The goal of the Design phase is to define how the business requirements will be implemented. The phase includes design of both the overall Microsoft Dynamics™ solution configuration and the design of specific customizations and integrations needed to satisfy

business requirements identified during the Analysis phase. The customizations can range from simple user interface or report modifications to complex functionality additions or modifications. The phase also includes mapping and designing processes for data migration, as well as an analysis of current hardware and infrastructure environment to ensure optimum system performance, (on premise or in the cloud).

#### **Deliverables**

- Design Specifications
- High level design specifications
- Technical design specifications
- Data Migration Design and Mapping
- Test Cases, Scenarios and Plan
- Technical architecture and infrastructure support

#### 4.1.4 Development Phase



Figure 11: SureStep Development Phase

#### **Key Activities**

The goal of the Development phase is to develop the customizations, integrations and data migration processes that are defined and approved in the design specifications. The major deliverables are the completed feature customizations, reports, integrations and data migration processes. Each component is tested and verified to be functioning according to specifications.

#### **Deliverables**

- Feature customizations coded and tested, including integrations
- Data migration processes and Conversion coded and tested as per the requirements in the RFP

#### **Data Conversion Architecture**

The Data Import/Export Framework creates a staging table for each entity in the Microsoft D365 database where the target table resides. Data that is being migrated is first moved to the staging table. There, you can verify the data, and perform any cleanup or conversion that is required. You can then move the data to the target table or export it.

#### Systems Integration - The Import/Export Process

The following diagram shows the steps that are required to import or export data in Microsoft Dynamics 365 Business Central.

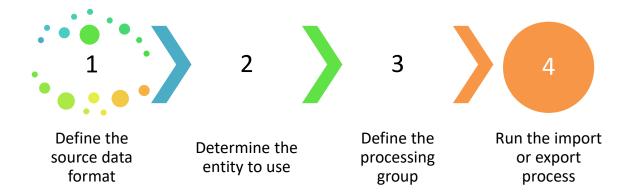


Figure 12: Data export/import process

Determine the source of the data to export or import and create a source data format for the data.

- 1. Determine which entity to associate with the data. This entity is either the source of the export data or the target for the import data. You can use an existing entity or create a custom entity.
- 2. Determine which entities should be imported or exported together and put all these entities in a processing group. A processing group is a set of entities that must be processed in a sequence, or that can logically be grouped together. The entities in a processing group are exported together, or they are imported together from source to staging and then from staging to target. In a processing group, you also associate each entity with a source data format.
- 3. Use the processing group options to either import or export data. For import, you first import the data to a staging table, where you can clean or transform the data as you require. You should validate that the data appears accurate, and that the reference data is mapped correctly. You then migrate the data from the staging table to the target table. You should validate that the entity appears accurate in the target table.

For export, you also move the data from the source to a staging table, where you can clean or transform the data as you require. You then export the data to Microsoft Dynamics 365 Business Central.

### 4.1.5 Deployment Phase



Figure 13: SureStep Deployment Phase

#### **Key Activities**

The Deployment phase is where all the efforts of the project team come together for a successful transition to the new Microsoft Dynamics 365 Business Central solution. There are several important activities that must be completed to reach the end goal. The phase includes all the activities related to final system and load testing, training End Users, and the actual cut-over to the new production environment.

#### **Deliverables**

- Go Live Plan and Checklist
- System (User Acceptance) Test Plan, as per Testing and Acceptance requirements in RFP
- End User Training Plan and Training Documentation, (user, training manuals etc.)
- Functioning Live (Production) System

#### **4.1.6** Operation Phase



Figure 14: SureStep Operation Phase

#### **Key Activities**

The goal of the Operation phase is to transition the customer from the implementation project into on-going support following a successful go live. The deliverables for this phase include final project and software related documentation, project review documentation, and on-going support contracts. At the end of this phase, the project will be transitioned to the customer and on-going support.

#### **Deliverables**

- System Acceptance Sign-off
- Facilitating User adoption through proper training plan
- Project Review Documentation
- Post Live Support Agreement, (System Stabilization Support)
- SLA Schedule of Services Doc. (Provided with RFP response, please note scope needs to be confirmed with COJ).

#### 4.2 Communication Plan

A formal process will be employed to facilitate communication during the delivery of the scoped services. There will be two key vehicles for providing this communication: a weekly status report and a weekly status meeting.

 The Rifumo Project Manager, working in conjunction with City of Johannesburg Project Manager, will compile status reports for distribution to both City of Johannesburg and Rifumo Management.

- Meetings will be held to review overall status, the project schedule and open issues noted in the status report.
- Additionally, a Steering Committee will be constituted, and a meeting will be conducted on a monthly basis, after which a status report will be prepared and circulated.

### 4.3 Issue Management Procedure

A formal process will be employed to track and resolve Service issues. The following general procedure will be used to identify and manage project issues:

- 1. Identify.
- 2. Document.
- 3. Assign Responsibility.
- 4. Monitor and Report Progress.
- 5. Communicate Issue Resolution.

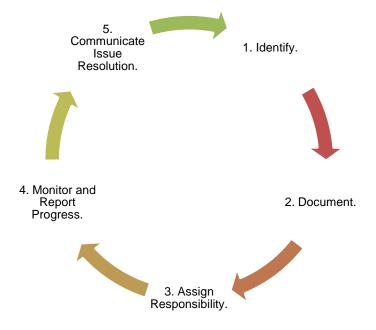


Figure 15: Issue Management process

# 4.4 Change Control

During the delivery of the scoped services, items might arise that are outside the scope of work contemplated by either party. To address such items so that they are given proper consideration and to increase the probability that project scope is carefully managed, and costs are contained, Rifumo will employ a formal change control process.

The proposed change control process that Rifumo will employ is as follows:



Figure 16: Change Control Process

# 5 Project Roles and Responsibilities

# 5.1 Rifumo Roles and Responsibilities

Role	Responsibilities
Functional Consultant	<ul> <li>Responsible for configuring and customizing the Microsoft Dynamics application to achieve the customer's business requirements.</li> </ul>
Solution Developer	<ul> <li>Responsible for the design and development of modifications to the Microsoft Dynamics standard application and integrations to the customer's existing systems.</li> </ul>
Technical Team Lead	<ul> <li>Serve as primary technical point of contact for the team responsible for technical architecture and code deliverables</li> </ul>
Power BI Report Developers	<ul> <li>Develops data models for priority reports/analytics.</li> <li>Develops all business logic, measures, and calculations.</li> <li>Develops priority report front ends including static reports and dashboards.</li> </ul>
Project Manager	<ul> <li>Manage and coordinate Rifumo project delivery.</li> <li>Take responsibility for problem and risk management, change management, project priorities, status communications, and status meetings.</li> <li>Coordinate Rifumo and subcontractor resources but not the COJ resources.</li> <li>Serve as a single point of contact for escalations, billing problems, personnel matters, and contract extensions.</li> </ul>
Azure Infrastructure Engineer	<ul> <li>Assists with the deployment and configuration of Azure services.</li> <li>Ensures the security of the data platform.</li> <li>Validates the security of integrations and system changes.</li> <li>Manages system maintenance, backups, and recovery plans.</li> </ul>
Solution Architect	<ul> <li>Define the architecture and technical requirements for the solution</li> <li>Design and develop the framework and tools best suited for the COJ environment.</li> </ul>

Table 7: Rifumo Project team Roles and Responsibilities

# 5.2 COJ Roles and Responsibilities

Role	Responsibilities		
Project Sponsor	<ul> <li>Provides strategic guidance and makes key decisions.</li> <li>Resolves any high-level issues or risks.</li> <li>Approves critical project elements and changes.</li> </ul>		
Project Manager	<ul> <li>Provide the estimated project commitment: part-time.</li> <li>Serve as primary point of contact for the project team.</li> <li>Manage and coordinate the overall project.</li> <li>Take responsibility for resource allocation, risk management, project priorities, and communication with executive management.</li> <li>Manage day-to-day project activities.</li> <li>Coordinate team activities to complete deliverables</li> </ul>		
Product Lead	<ul> <li>according to the project schedule.</li> <li>Identifies and include appropriate stakeholder representatives as needed.</li> <li>Participate in the workshops</li> </ul>		
	<ul> <li>Participate in the workshops.</li> <li>Determine a remediation strategy that is based on the findings document and remediation and rationalization guidance.</li> <li>Provide additional information and answer questions regarding the current implementation, if relevant.</li> </ul>		

Table 8: COJ Project Team Roles and Responsibilities

# Pricing Summary.

WBS	Phases/Tasks	Resources	Hours	Р	roject Cost
					,
1	Analysis			R	3 159 000,00
1,1	JAD Sessions	BA	390	R	45 000,00
1,2	Review Business Process Analysis	BA	156	R	18 000,00
1,3	Gap/Fit Analysis	SC	312	R	36 000,00
1,4	Gap Resolutions	SC	156	R	18 000,00
1,5	Description of Interfaces	SD/SC	156	R	18 000,00
1,6	Data Migration Plan	PM/SC	156	R	18 000,00
1,7	Detailed Project Plan	PM	156	R	18 000,00
1,8	Functional Requirements Document	SC	260	R	30 000,00
1,9	Change Management	CM/PM	104	R	12 000,00
1.10'	Peer Review	TM	156	R	18 000,00
1,11	Sign Off	PM	104	R	12 000,00
2	Design Phase			R	2 574 000,00
2,1	Design Specifications	SC/SA	312	R	36 000,00
2,2	Technical Design & Solution Architecture	SA	312	R	36 000,00
2,3	Data Migration Design and Mapping	SC	520	R	60 000,00
2,4	Test Cases, Scenarios and Plan	SC	416	R	48 000,00
2,5	Peer Review	TM	104	R	12 000,00
2,6	,6 Sign Off PM		52	F	₹ 6
					000,00
3	Development Phase			R	5 733 000,00
3,1	Application set up, Security, Company, Workflow, Modules, Reports & BI Configuration	SC	676	R	78 000,00
3,2	Code Development & Customization	SD	936	R	108 000,00
3,3	Components Integration	SD	520	R	60 000,00
3,4	Data Migration	SC	338	R	39 000,00
3,5	System Testing - Unit, Integration, System, Acceptance	SC/SD	754	R	87 000,00
3,6	Super User Training and Manuals	SC	416	R	48 000,00
3,7	Peer Review	TM	130	R	15 000,00
3,8	Sign Off	PM	52	F	
					000,00
4	Deployment Phase			R	4 290 000,00
4,1	Deployment Plan and Change Request	PM	728	R	84 000,00
4,2	Test Plan & Cases	SC	546	R	63 000,00
4,3	End User Training Plan and Training Documentation,	SC	312	R	36 000,00
4,4	(user, training manuals etc) User Training	SC	260	R	30 000,00
4,5	Go Live (Production) System	SC/SD	286	R	33 000,00
4,6	Hand Holding Support	SC/SD	676	R	78 000,00

4,7	Sign Off	PM	52	R 6 000,00	
5	Operation Phase			R	780 000,00
5,1	Change Management	CM/PM	104	R	12 000,00
5,2	Project Review Documentation	PM	208	R	24 000,00
5,3	Project Closure Report & Meeting	PM	208	R	24 000,00
5,4	Support under SLA	SC			
Total Implementation Cost Exclusive of VAT				R16	5 536 000,00
VAT @15%				R2	480 400,00
Total P	Total Project Cost Inclusive of VAT			R19	016 400,00

Table 9: Pricing Breakdown and investment total.

## 5.3 Validity Period

Unless otherwise stated in this document, the indicated costs and efforts are valid for a period of sixty (60) calendar days based on the proposal date. Beyond the indicated expiry date, the estimates will require confirmation or adjustment by Rifumo and Microsoft.

## 5.4 Warranty Period

Rifumo warrants the work governed under this Agreement and corresponding Work Order/s for a period of thirty (30) days from Sign-off and Acceptance by COJ, of the work completed for COJ or on go-live date.

### 5.4.1 Warranty Conditions

The warranty provided is specifically for any work completed (under the requirements defined within the Work Order), and that does not comply with:

- Approved specifications, or
- Approved change requests, or
- Written agreement between COJ and Rifumo.

#### 5.4.2 Warranty Outcomes

Items covered under the warranty conditions outlined above will be fixed, changed, amended, or completed at Rifumo's cost.

# 6 Azure Marketplace

Microsoft and partners adhere to the General Procurement Guidelines that are issued by government not only as a prescription of standards of behaviour, ethics, and accountability which it requires of its public service, but also as a statement of the Government's commitment to a procurement system which enables the emergence of sustainable small, medium, and micro businesses which will add to the commonwealth of our country and the achievement of enhanced economic and social well-being of all South Africans.

### 6.1 Introduction to Microsoft Azure Marketplace

The Microsoft Azure Marketplace is an online store that offers applications and services either built on or designed to integrate with Microsoft's Azure Cloud. The products and services sold through the Azure Marketplace come from either Microsoft directly or its technology partners.

In accordance with the Azure marketplace procurement guidelines, the billing relating to applications and services transacts strictly via Microsoft and clients with an Enterprise Agreement (EA) and or Microsoft Customer Agreement (MCA) are empowered to procure solutions via the marketplace using the EA or MCA as a billing and procurement enabling agreement.

Technology partners solutions that are Microsoft Azure Consumption Commitment (MACC) compliant on the Microsoft Azure Marketplace, means that these solutions can consume Microsoft Azure prepayment through the MCA or, EA monetary commitment. This approach helps simplify clients purchase and payment management processes.

## 6.2 Microsoft Azure Marketplace: Enterprise Digital Portals

Rifumo currently has several applications available for purchase via the Azure Marketplace. These fall under our Enterprise Digital Portals

#### These include:

- Enterprise Digital Portals
  - Enterprise Development Portal
  - o Informal Trader
  - o Ombudsman
  - SMME Reseller Portal
  - Trade and Investment
- Smart E-Invoicing Portal

In addition, all our Enterprise Digital offers sole source solutions, that are MACC enabled and preferred Microsoft Solutions. The Microsoft Azure Consumption Commitment (MACC) is a contractual commitment that your organization may have made to Microsoft Azure spend over time. If elected by COJ, the procurement of our solutions will be consumed against the current MACC via the Microsoft Customer Agreement (MCA).

## 6.3 Azure Marketplace Guidelines

- The Microsoft Azure Marketplace works through an agency model which supports the following business process flow:
- The client signs the EA and MCA which is a purchase agreement with Microsoft.

- The client selects a specific solution for purchase from a technology partner on the Microsoft Azure Marketplace.
- In terms of the purchase via the EA and or MCA for Azure Marketplace solutions, Microsoft is responsible for billing, collections, tax payments and the payment to partner.
- It is therefore important to note that as per the Public Finance and Management Act of 1998 (PFMA) Microsoft and the Microsoft Enterprise Agreement (EA) and Microsoft Customer Agreement (MCA) are the contracting purchase agreement.
- The technology partner is responsible to set the price for its products, sets the terms of use, sets the requirement technology configuration, and provides technical support relating to such a product, solution, or service.
- Technology partners are therefore responsible for supporting their software whilst Microsoft is responsible for supporting the purchase, billing, payments, and subscription management experience as well as the overall Microsoft Azure platform.

## 6.4 Procurement Assumptions

- Any government department or entity which is a holder of a valid and binding Enterprise Agreement (EA) and or Microsoft Customer Agreement (MCA) and having followed its own internal procurement processes and approvals can directly procure additional products or services from the Microsoft Azure Marketplace.
- The process of appointing Microsoft technology partners is entirely at the discretion of Microsoft clients. This process should be conducted in line with each client's internal approval and/or procurement processes.
- In appointing any Microsoft technology partner, Microsoft clients should therefore have due regard to their own internal approval processes, and we recommend the partner appointment should be signed off by an appropriately delegated and/or authorized accounting officer in line with the PFMA.
- Microsoft does not influence or play any role in this process.
- Once a technology partner has been appointed, the client will have to enter into a separate agreement or alternatively an SLA with such a partner.
- This agreement is intended to regulate the use of 3rd party licenses for the marketplace products and applications. Microsoft also allows technology partners to leverage our standard contracts or create custom terms and conditions per offering.
- If a client accepts these and buys a solution on marketplace his agreement outlines partner specific terms that relate to their product including the price, the terms of use and provides details of technical support relating to such a product. This agreement is directly between the purchaser on the marketplace and publishers' solutions.
- Therefore, clients must be cognizant that technology providers with solutions on Microsoft Azure Marketplace can either utilize the standard contract terms for Azure marketplace with custom amendments or create their own terms and conditions per marketplace solution It is the client's accountability to understand and accept these terms and conditions in line with your internal approval processes.

It is assumed by Microsoft, Rifumo that our joint client COJ has followed all approved procurement processes that comply with PFMA prior to purchasing from Microsoft the Microsoft Azure Marketplace offers on the Microsoft Azure Marketplace. If there is any uncertainty, please contact your Microsoft Account Executive and or Rifumo as your Appointed Microsoft Licensing Service Provider (LSP).

# 7 Acceptance

by the standard terms and conditions contained therein. Signed at \_\_\_\_\_ on this the \_\_\_\_ day of \_\_\_\_ 202\_\_ For: City of Johannesburg Duly authorised to so sign. Name: \_\_\_\_\_ **As Witness:** Name: Signed at \_\_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_202\_\_ For: Rifumo Empowerment Holding (Pty) Ltd Duly authorised to so sign. Name: \_\_\_\_\_ As Witness:

By signature of this proposal document, City of Johannesburg agrees that Rifumo

Empowerment Holdings (Pty) Ltd may proceed with the work required and will be governed

Name:

## 8 Terms & Conditions

#### 8.1 Introduction

These are standard Terms of Business, which would constitute the entire agreement between the Parties.

For purposes of these terms the following words shall have the provided meanings:

- 1. "AFSA" shall mean the Arbitration Foundation of Southern Africa, or its successors in title.
- 2. "Applicable Laws" shall mean all national, provincial, local and/or municipal legislation, regulations, statutes, by-laws, ordinances, guidance notes, Consents and/or laws of any relevant Governmental Authority and/or any other instrument having the force of law as may be issued and in force from time to time relating to or connected with the activities or the engagement between the Parties as contemplated under this Contract.
- 3. "Business Day" shall mean any day other than a Saturday, Sunday, or public holiday in the Republic of South Africa.
- 4. "Agreement Business Hours/Hours" shall mean the hours from 08h00 to 17h00 (South African time) on Business Days.
- 5. "Client" shall mean the client receiving the work.
- 6. "Confidential Information" shall mean any and all information relating to either Party's business information (technical, commercial, operational, financial) and business relationships including, but not limited to, research, developments, product plans, products, services, diagrams, formulae, processes, techniques, technology, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks, trade secrets, customers, suppliers, markets, marketing, Intellectual Property and Personal Information, disclosed either directly or indirectly in writing, orally or visually and which the disclosing Party desires to protect against unrestricted disclosure or competitive use, and which is furnished pursuant to this Contract.
- 7. "Consent" shall mean any voluntary, specific, and informed expression of will in terms of which permission is given for the Processing of Personal Information as set out in Section 1 of the POPIA.
- 8. "Data" shall mean any data, including Personal Information as defined in the Protection of Personal Information Act, 2013 and referred to in the Promotion of Access to Information Act 2 of 2000 ("PAIA") and any other Applicable Laws.
- 9. "Data Subject" shall mean any natural or juristic person to whom the Personal Information relates as set out in Section 1 of the POPIA.
- 10. "Effective Date" shall mean the Signature Date of this terms, and in respect of each Project Work Order, the effective date stipulated therein, failing which it shall be the Signature Date of such Project Work Order.
- 11. "Information Officer" shall mean in the case of a juristic person: the chief executive officer or equivalent officer of the juristic person or any person duly authorized by that officer; or the person who is acting as such or any person duly authorized by such acting person.
- 12. "Intellectual Property" shall mean all work product generated by each Party including, but not limited to, any and all information, notes, material, drawings, records, diagrams, processes, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks and trade secrets; and includes the various methodologies, procedures, processes and techniques, models (including, without limitation, function, process, system and data models),

- templates, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems which each Party has created, acquired or otherwise has rights in.
- 13. "Parties" shall mean the parties to this Agreement collectively, and "Party" means either one of them individually, as the context requires.
- 14. "Personal Information" shall mean any personal information as defined in the Protection of Personal Information Act 4 of 2013 relating to an identifiable, natural or juristic person, including information relating to race, gender, sex, marital status, nationality, ethnic or social origin, colour, sexual orientation, age, physical or mental health, religion, belief, disability, language, birth, education, identity number, online identifier or other particular assignment to a person, location information, telephone number, email, postal or street address, biometric information and financial, criminal or employment history as well as the personal opinions, views or preferences of the person correspondence sent by a person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence or the views or opinions of another individual about the person and the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person as set out in Section 1 of the POPIA.
- 15. "Processing" shall mean any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information, including- the collection, receipt, recording, organizations, collation, storage, updating or modification, retrieval, alteration, consultation or use; dissemination by means of transmission, distribution or making available in any other form, or merging, linking, as well as restriction, degradation, erasure or destruction of information as set out in Section 1 of the POPIA.
- 16. "Project" shall mean a project or other Client engagement and its associated scope of work, as described in a Project Work Order.
- 17. "Project Work Order" shall mean the document signed by the Parties describing the details about a specific Project to be undertaken by the Parties including, without limitation, any additional terms and conditions applicable to that Project.
- 18. "Project Manager" shall mean the individual appointed from time to time to be responsible for the overall planning, supervision, and control of a Project Work Order.
- 19. "Services" shall mean the services to be provided by the Parties in terms of the Projects as detailed in the Project Work Orders executed by the Parties from time to time.
- 20. "Service Provider" shall mean Rifumo.
- 21. "Signature Date" shall mean in respect this Contract or any Project Work Order, the date that the last Party signs.
- 22. "Subcontractor" shall mean the Party designated as such in a Project Work Order.

# 8.2 Applicability of these Terms of Business

- 1. These Terms of Business apply to the provision of any of the Services provided by Rifumo to the Client.
- These Terms of Business are applicable to the Client, its officers, directors, employees, affiliates, agents, representatives, or sub-contractors. It is the responsibility of the Client to ensure that the Client's officers, directors, employees, affiliates, agents, representatives, sub-contractors are made aware of the terms of the Contract

#### 8.3 Access and Use

- The Client will be granted a non-transferable license to access Services and use the Service and Products, as provided for in the relevant Agreement and Appendices thereto.
- The usernames, passwords, and PIN numbers (if applicable) of Authorised Users are
  personal to the individual Authorised Users and the Client and the Authorised Users
  undertake not to allow any person other than the relevant Authorised User to access
  or use the Services or Products using such username, password, and PIN number (if
  applicable).

### 8.4 Confidentiality

- 1. Neither Party shall at any time disclose, directly or indirectly, to any other person whatsoever (including to the public or any section of the public) any information concerning this Contract or any other information of any nature whatsoever concerning the other Party or any company affiliated with the other Party, including but not limited to, its customers, employees or plans, or any other matter regarding the internal affairs of the other Party or its affiliates whether such information or matter is stated to be confidential or not, without the express written permission of the other Party (collectively, "Confidential Information").
- 2. This covenant is given by each Party on its behalf and each Party also undertakes to ensure that it will take all reasonable steps to enforce obligations in like form against its directors, shareholders, representatives, agents, and employees.

#### 8.5 Service Standards

- 1. Rifumo is committed to provide the Client at all times with access to a high-quality Service and the highest quality of support to meet the Client's needs.
- 2. If at any time the Client believes that Rifumo's Services or the Products could be improved, or is dissatisfied with any aspect thereof, Rifumo requests the Client to raise the matter immediately with representative responsible for this Contract or with the director in charge of the Service. In this way Rifumo can ensure that Client's concerns are dealt with properly and promptly.

## 8.6 Rifumo's Responsibilities

#### Rifumo is responsible for:

- 1. Granting access to the Services and/or Products to the Client and its Authorised Users on the basis set out in the relevant Agreement; and
- 2. Provision of training and support on the basis set out in the relevant Agreement.

#### 8.7 Permissible Uses

#### The Client may:

- 1. Only use the Services and Products for purposes of its internal business and as provided for in the Agreement.
- 2. Customise, manipulate, analyse, reformat, print and/or display for its internal use the reports generated by the Services or Products including the information contained in such reports); and
- 3. Only permit access to and use of the Services and Products to Authorised Users.

## 8.8 Third-party Products, Equipment and Operation

- The Client will ensure that it and all Authorised Users using the Products hold valid and current licences entitling them to use such Rifumo and third-party Products and that they will abide by the terms of any such license agreements when accessing and using the Products.
- 2. The Client is required to acquire and maintain all telephone and other equipment required to access the Products (at its own cost).
- 3. The Client is responsible for operating its own equipment and to familiarise itself with the information available through the Products.

## 8.9 Impermissible Uses

The Client agrees that it and the Authorised Users are not permitted to:

- 1. De-compile, reverse compile, disassemble or print the source code nor derive, nor attempt to derive the source code of the Software;
- 2. Attempt to modify, enhance or alter the Software or any part thereof, or permit others to do so;
- 3. Copy, adapt, rent, lease, sub-license, resell, broadcast, publicly distribute or publicly display, transfer possession, or ownership, or provide right of access and use of the Services and/or Products and/or reports generated by the Products (including the information contained therein) and/or any related documentation, user manuals, products, services, data or other information or parts thereof, obtained from Rifumo to any third-party; and
- 4. Remove, alter, or obscure any copyright, legal, proprietary, or other notices on the Rifumo Products and or third-party Products.

## 8.10 Fees and Payments

- Payment terms are strictly 30 days from date of invoice. Invoicing will happen monthly and will be based on fixed amount for the month, work completed as per the timesheets or based on the last two sprints for the billing month. Invoicing will happen monthly and will be based on the fixed amount for the month, work completed as per the timesheets or based on the last two sprints for the billing month.
- 2. Unless otherwise specified, all fees and expenses set out are exclusive of Value Added Tax (VAT) and other statutory fees and charges. The Customer shall pay all VAT and any other such fees and charges that may be payable on such fees and expenses.
- 3. If any quote, agreement, or piece of work is subject to licensing that comprises foreign exchange rates or is based on foreign 3<sup>rd</sup> party licenses, Rifumo has the right to renegotiate prices with clients should the exchange rate increase by more than 10% of the agreed amount.
- 4. All amounts which are required to be paid to Rifumo and which are not paid on the due date shall bear interest at the current prime rate per month. The said interest shall be calculated monthly in arrears from the due date of payment and shall be compounded.
- 5. Rifumo may suspend any or all of the Services or supply of Products on seven (7) days written notice to Customer if any payment is overdue by more than seven (7) days and may require payment in advance for future supply of Products or provision of Services.
- 6. Rifumo shall issue the Client with the relevant credit and debit notes in circumstances contemplated in Section 21(1) of the VAT Act. The credit and debit notes will contain all the particulars contemplated in Section 21 of the VAT Act, as the case may be.
- 7. Rifumo will apply an automatic 6% escalation annually to all charges including hourly rates, maintenance charges and all other quoted items. Rifumo reserves the right to charge a

higher CPI increase should CPI increase significantly or if any suppliers change their increases.

## 8.11 Copyright and Intellectual Property Rights

- All Intellectual Property belonging to either of the Parties shall remain the property of such party and the other Party will not acquire any right, title, or interest in and to such Intellectual Property.
- 2. Where the Client has a licence to use Products, such license is granted on a non-exclusive and non-transferable basis.
- 3. Each party agrees that it shall not duplicate, reverse assemble, decompile, reverse engineer, or otherwise attempt to derive source code (or the underlying ideas, algorithms, structure, or organisation) from any such Intellectual Property which constitutes computer software, except as specifically authorised in writing by the Party owning such property. Such conduct will entitle Rifumo to immediately terminate the relevant Business Agreement.
- 4. Neither party shall in any manner alter, remove, or affect the display of the respective Intellectual Property rights notices (and disclaimers) of the other party and/or their vendors and licensors without the prior written approval of the other party, and their vendors or licensors where applicable; and
- 5. Neither party may use the other party's Intellectual Property, trade names, logos or any derivative or component thereof without the prior written approval of the other party.
- 6. If the Services or any component thereof becomes, or in Rifumo's reasonable opinion is likely to become, the subject of an Intellectual Property infringement claim or proceeding, Rifumo shall use reasonable efforts to secure the right to continue providing the Services and/or for the Client to continue using the Services. In the event that despite reasonable efforts, this cannot be accomplished by Rifumo, Rifumo shall discontinue the affected part of the Services and Rifumo's charges shall be equitably reduced to reflect the reduction in the value of the Services to the Client, provided that the aforementioned remedies shall be the Client's sole remedies in respect of any such intellectual property infringement claim.

# 8.12 Data Usage and Protection

- Rifumo and the Client shall comply with all Data use and Data protection requirements as may be applicable to the engagement between the Parties, as dictated by Rifumo's Data protection policies in force from time to time, and any applicable legislative requirements and the Data use and Data protection requirements as specified in the Project Work Orders hereto.
- The Parties warrant that it will Process Personal Information submitted to it by the other strictly within the bounds of the instructions received from the Client. Any potential further Processing will be communicated to the other Party and will only be done upon receiving written Consent from the other Party.
- 3. The Parties warrant that Personal Information submitted to it is treated as Confidential Information and will not be disclosed to third parties without the prior Consent of the other Party unless the disclosure is required by law or in the course of the proper performance of Rifumo's duties under this Contract. For further information regarding the Parties' privacy practices, the Parties are encouraged to familiarise themselves with each other's Data protection policies that are in force from time to time.
- 4. The Parties acknowledge and accept that the other may have to disclose, share or transfer Personal Information to third parties and in the event of subcontracting, as part of the engagement agreed upon between the Parties and performance of its obligations in terms of this Contract. and any Project Work Orders.

- 5. The Parties will retain Personal Information only for as long as the purpose for which the Personal Information is collected remains in respect of this Contract and the Project Work Orders, or as required by law.
- 6. The Parties warrant that they are authorised to submit any Personal Information under their control to each other and that they are each able to provide proof thereof.
- 7. Each Party will indemnify, defend, and hold harmless the other and its directors, officers, employees, contractors or agents and sub-contractors, against any and all Data Subjects and third-party claims and actions related to the unlawful Processing of Personal Information for the duration of this Contract.

## 8.13 Data Protection Rights and Notifications

- 1. Data Subjects have certain rights in respect of their Personal Information. In particular:
  - a. Withdrawal of Consent: Data Subjects may withdraw their Consent at any time by sending a written request to the relevant Information Officer. Upon receiving notice that the Data Subject has revoked his/her/their Consent, The Parties will stop Processing the Data Subject's Personal Information within a reasonable time, which will vary depending on what information has been collected and for what purpose, and the Data Subject will receive a confirmation email from the relevant Party stating same.
  - b. Access or obtain a Copy of Personal Information: Data Subjects have the right to examine any of their Personal Information held by the Parties. In order to do so Data Subjects may send a written request to the relevant Information Officer. As per the Promotion of Access to Information Act, 2000 ("PAIA"), The Party holding the Personal information may charge a nominal fee should the Data Subject request any physical records.
  - c. **Update**, **Modify**, **Rectify**, **Erase**: the Personal Information that the Parties hold on the Data Subject; and
  - d. **Object**: to the Processing of the Data Subject's Personal Information or Restrict or stop the Parties from Processing any of the Personal Information which it holds on the Data Subject, including by withdrawing any Consent previously given for the Processing of such Personal Information.
- 2. The Parties undertake to notify each other immediately of:
  - a. Any request from a Data Subject which results in a Party's obligation to cease Processing certain Personal Information;
  - b. Any instance in which one of the Parties is obligated to assist the other with enforcing a Data Subject's rights as set out in the Protection of Personal Information Act, 2013 or any other Applicable Laws;
  - c. Any instance that would render either of the Parties unauthorised to continue Processing certain Personal Information of Data Subjects.
- 3. The foregoing notwithstanding, neither Party assumes any responsibility for the accuracy, completeness, or integrity of the Data which either of the Parties stores, collects, collates, mines, transmits, alters or Processes and the Parties accordingly indemnify each other against any loss or damage which either Party may suffer as a result of any incomplete, incorrect, or corrupt Data generated through the Parties' engagement with each other.
- 4. The Client agrees to indemnify and hold harmless Rifumo and its directors, officers, employees, contractors or agents and sub-contractors from any and all third-party claims, liabilities, against loss, damages, costs, or expenses (including reasonable attorney fees) arising from any claim, demand, assessment, action, suit or proceeding relating to the unauthorised use and processing of Personal Information as defined in any applicable data protection law of any third party.

#### 8.14 Information Officer

- 1. The Protection of Personal information Act, 2013 ("POPIA") places a duty on Rifumo to appoint an Information Officer.
- 2. Rifumo has appointed Nkosana Tshabalala as Information Officer, whose contact details are: nkosana@rifumoholdings.co.za (email).
- 3. The duties of the Information Officer under the Applicable Laws are:
  - a. Liaising with the Client when it enquires about Personal Information of Data Subjects.
  - b. Assisting the Client with any requests and enforcing Data Subject rights in respect of the Client's or the Data Subjects' Personal Information;
  - c. Making sure that Rifumo is compliant with the Applicable Laws and that Rifumo Processes Personal Information under its control in accordance with this Agreement.
- 4. In the event that the Client or a Data Subject wishes to enforce any of the above rights, such request should be submitted via email to Rifumo's Information Officer. Furthermore, the Client and the Data Subjects have the right to lodge a complaint with the South African Information Regulator.

#### 8.15 Indemnities and Limitations

- 1. The Client agrees to indemnify and hold harmless Rifumo and its directors, officers, employees, contractors or agents and sub-contractors from any and all third-party claims, liabilities, against loss, damages, costs, or expenses (including reasonable attorney fees) arising from any claim, demand, assessment, action, suit or proceeding relating to the use of Rifumo's Services, information, and/or Products that is based on the Client's or its Representatives' conduct, action, or inaction.
- 2. Rifumo assumes no responsibility for the accuracy, completeness, or integrity of the data which the Client stores, collects, collates, mines, transmits, alters or processes utilising the Services and/or the Products. The Client agrees to indemnify and hold harmless Rifumo and its directors, officers, employees, contractors or agents and sub-contractors from any and all third-party claims, liabilities, against loss, damages, costs or expenses (including reasonable attorney fees) arising from any claim, demand, assessment, action, suit or proceeding relating to the use of Rifumo's Services or Products, which Client may suffer as a result of any incomplete, incorrect or corrupt data generated by, from or using the Services and/or the Products.
- 3. Neither Party shall be liable, whether in contract, delict or otherwise, for any indirect or consequential damages including, but not limited to, loss of data, loss of profits, loss of custom, and/or business foregone, whether foreseeable or not, and whether or not in the contemplation of the Parties at the time of the conclusion of an agreement, arising from or in connection with this Contract.
- 4. The aggregate liability of each Party to the other, whether in contract, delict or otherwise, shall not exceed the total amount payable by the Client to Rifumo in terms of this Contract except if caused by gross negligence or wilful misconduct.
- 5. Rifumo will not be liable to the Client, or any assignee or third party claiming through or on behalf of the Client for any punitive damages whatsoever or for any consequential or other loss or damages beyond the maximum liability specified.
- 6. Any claims, howsoever arising, must be commenced formally by service of court summons or process initiating arbitration proceedings within three years after the Party bringing the claim becomes aware (or ought reasonably to have become aware) of the facts which give rise to the claim and, in any event regardless of the knowledge of the claimant, by no later than three years after the date of any alleged breach of contract, delictual act or other act or omission giving rise to a cause of action. This expressly overrides any statutory provision, which would otherwise apply.

- 7. Section 1 of the Apportionment of Damages Act, 1956, will apply to all claims between Rifumo and the Client and that "breach of contract or gross negligence" and "damages" or "losses" as used herein shall be deemed to fall within the meanings of "fault" and "damage" as contained in Section 1 of the Apportionment of Damages Act, 1956.
- 8. Rifumo alone will be responsible for the fulfilment of its obligations in terms of the Contract. By entering into the Contract, the Client agrees that it will not bring any claim in respect of or in connection with the Contract, whether in contract, delict or otherwise, against any Rifumo entity, or against any of the directors, partners, employees, agents or sub-contractors of Rifumo or any other Rifumo entity.
- 9. Rifumo accepts no third-party claims for damages of any nature arising from this Contract. For the avoidance of doubt, the term "third-party" includes Authorised Users.
- 10. The aggregate liability of each party to the other, whether in contract, delict or otherwise, shall not exceed the total amount payable by the client to the Company in terms of this agreement except if caused by gross negligence or wilful misconduct.

## 8.16 Termination and Suspension

- 1. Rifumo shall be entitled to suspend Services where Client is in breach of any material aspect of the Agreement and these Terms and fails to remedy such breach after being given thirty (30) days' notice to remedy the breach. Rifumo may terminate any Service(s) under these Terms should Client be in breach of any material aspect of such Service(s) and fails to remedy the breach after being given thirty (30) days' notice to remedy the breach.
- 2. Either Party shall be entitled to terminate this Contract at any time, by providing to the other Party thirty (30) days' prior written notice of such intention to terminate, provided that the provisions of this Contract shall continue to apply to any active Appendix until such Appendix is terminated.
- 3. Unless otherwise provided for therein, any Appendix may be terminated at any time on thirty (30) days' written notice by Rifumo. Any termination of such Appendix shall not affect the operation of the remainder of this Contract.
- 4. Rifumo shall be entitled to terminate this Contract, at any time and with immediate effect, without prejudice to any other rights it may have hereunder or in law, by providing the Client with notice of such termination if any of the following occur:
  - a. Other than for the purposes of reconstruction or amalgamation, the Client is placed under voluntary or compulsory winding up, judicial management or receivership or under the equivalent of any of the foregoing; or
  - b. The Client makes any arrangement or composition with its creditors generally, or ceases or threatens to cease to carry on business or disposes of any of its material assets other than in the normal course of business; or
  - c. The Client consolidates or merges with or into any entity; or
  - d. A substantial part of the Client's property becomes subject to levy, seizure, assignment, or sale for or by any creditor or governmental agency.

#### 8.17 Return of Information

- In the event that this Contract is terminated as described herein, each Party shall
  forthwith return to the other all papers, materials, and other properties of the other then in
  its possession, save to the extent that these are needed to carry out the Services in
  respect of any active Appendix.
- 2. The Client may at any time on written request to Rifumo, require that Rifumo immediately return to the Client any of the data belonging to the Client and may, in addition, require that Rifumo furnish a warranty to the effect that upon such return, it has not retained in its possession or under its control, either directly or indirectly, any such data or material.

Alternatively, Rifumo shall, as and when required by the Client on written request to Rifumo destroy all such data and material and furnish the Client with a written statement to the effect that same has been destroyed. Rifumo shall comply with any request in terms, within seven (7) days of receipt of such request.

#### 8.18 Electronic Communication

- 1. In connection with this Contract, Rifumo and the Client and the Authorised Users may wish to communicate electronically with each other. However, the electronic transmission of information, including downloading of files, cannot be guaranteed to be secure or virus- or error-free and consequently, such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Rifumo and the Client each recognise that systems and procedures cannot be a guarantee that transmissions will be unaffected by such hazards.
- 2. Each Party accepts these risks and authorises electronic communications between them
- 3. Each Party agrees to use commercially reasonable procedures to check for the currently most commonly known viruses before sending information electronically.
- 4. Each Party shall be responsible for protecting its own systems and interests in relation to electronic communications and neither Party (in each case including their respective directors, partners, employees, sub-contractors or agents and in the case of the Client each Authorised User) will have any liability to each other on any basis, whether in contract, delict (including negligence) or otherwise, in respect of any error, damage, loss or omission arising from or in connection with the electronic communication of information between them or their reliance on such information.

## 8.19 Monitoring

Rifumo reserves the right to and may from time to time, in order for it to monitor compliance with the terms of the Contract, monitor any and all information transmitted or received.

# 8.20 Disclaimers by Rifumo

- 1. The Products are provided "as is" and Rifumo makes no express or implied warranties whatsoever in relation thereto. Without limiting the generality of the foregoing:
  - a. Rifumo does not represent or warrant that the Services and/or the Products will meet the Client's particular requirements but will meet the substantial requirements.
  - b. Rifumo does not warrant that the services will be error free, will be available on a continuous or uninterrupted basis or at any particular time, or will meet any particular criteria of accuracy, completeness, reliability, performance or quality, or the implied warranties of merchantability or suitability for a particular purpose; and
  - c. Rifumo does not represent or warrant that any reports or information that the Client or Authorised Users may access or download when using the Services or Products will be error-free, free from viruses or other harmful components.
- 2. Rifumo is excluded from liability for any of the following:
  - a. Any interruption or non-availability of the Services or the Products, or any systems failure, access failure, or any errors, inaccuracies or lack of completeness, reliability, performance, quality, merchantability or suitability for a particular purpose or the specific purpose of the Client;
  - Any errors, viruses, or other harmful components to which the Client or any third party or any Authorised User, or any documents, files, Products, hardware, or computer systems of any of the aforementioned parties are exposed as a consequence of using the website or the Products;

c. Any unauthorised access to or alteration of transmissions of data (including, inter alia, Authorised User passwords) or of any material or data sent or received, or not sent or received by any Party which could not have been prevented by organisational security measures.

## 8.21 Force Majeure

- 1. Neither Rifumo nor the Client will be liable to the other for any delay or failure to fulfil their obligations under this Contract to the extent that any such delay or failure arises from causes beyond their reasonable control, including but not limited to an act of God or public enemy, fire, explosion, earthquake, perils of the sea, flood, storm or other adverse weather conditions, war (declared or undeclared), civil war, revolution, civil commotion or other civil strife, riot, strikes, blockade, embargo, sanctions, epidemics, act of any Government or other Authority, compliance with Government orders, demands or regulations, or any circumstances of like or different nature.
- 2. Should either Party be prevented from carrying out its contractual obligations by force majeure lasting continuously for a period of thirty (30) days the Parties will consult with each other regarding the future implementation of this Contract. If no mutually acceptable arrangement is arrived at within a period of seven (7) days thereafter, either Party will be entitled to terminate this Contract forthwith on written notice.

## 8.22 Governing Law

- 1. This Contract will be governed by and interpreted in accordance with the laws of South Africa.
- 2. In the event of there being any dispute or difference between the Parties arising out of this Contract which cannot be resolved amicably by the Parties, the said dispute or difference shall, on written demand by either Party be submitted to arbitration in Johannesburg in accordance with the Arbitration Foundation of South Africa ("AFSA") rules, which arbitration shall be administered by AFSA.
- 3. Should AFSA, as an institution, not be operating at that time or not be accepting requests for arbitration for any reason, then the arbitration shall be conducted in accordance with the AFSA rules for commercial arbitration (as last applied by AFSA) before an arbitrator appointed by agreement between the Parties to the dispute or failing agreement within 10 (ten) business days of the demand for arbitration. In this instance, any Party to the dispute shall be entitled to forthwith call upon the chairperson of the Johannesburg Bar Council to nominate the arbitrator, provided that the person so nominated shall be an advocate of not less than ten (10) years standing as such. The person so nominated shall be the duly appointed arbitrator in respect of the dispute. In the event of the attorneys of the parties to the dispute failing to agree on any matter relating to the administration of the arbitration, such matter shall be referred to and decided by the arbitrator whose decision shall be final and binding on the Parties to the dispute.
- 4. Any Party to the arbitration may appeal the decision of the arbitrator or arbitrators in terms of the AFSA rules for commercial arbitration.
- 5. Nothing herein contained shall be deemed to prevent or prohibit a Party to the arbitration from applying to the appropriate court for urgent relief or for judgment in relation to a liquidated claim.

## 8.23 Cession and Assignment

- 1. This Contract and any part, share or interest herein and the rights and obligations of the Client are personal and may not be ceded, delegated, or assigned, let, or otherwise disposed of in any manner whatsoever without the prior written consent of Rifumo.
- 2. Any consent or approval required to be given by either Party in terms of this Contract will, unless specifically stated otherwise, not be unreasonably withheld.

#### 8.24 Variation

No addition to or variation, deletion, or agreed cancellation of all or any clauses or provisions of this Contract will be of any force or effect unless in writing and signed by both the Parties.

#### 8.25 Waiver

No waiver of any of the terms and conditions of this Contract will be binding or effectual for any purpose unless in writing and signed by the Party giving the same. Any such waiver will be effective only in the specific instance and for the purpose given. Failure or delay on the part of either Party in exercising any right, power or privilege hereunder will not constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

### 8.26 Severability

- 1. All provisions and the various clauses of this Contract are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other
- 2. Any provision or clause of this Contract which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions and clauses of this Contract shall remain of full force and effect.
- 3. The Parties declare that it is their intention that this Contract would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

## 8.27 Counterparts

This Contract may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Contract as at the date of signature of the Party last signing one of the counterparts.

#### 8.28 Notices

All notices in terms of this Contract shall be in writing addressed to the registered address of the Party and shall be sent by prepaid registered post or shall be physically delivered. Posted notices shall be deemed to have been received on the 5th business day following posting.

Any written notice in connection with this Contract may be addressed to the Parties respective address as set out in the Contract.

In the case of Rifumo Empowerment Holdings (Pty) Ltd to:

**Postal Address:** 

	Florida Park
	Roodepoort
	1709
	South Africa
Physical Address:	289C Ontdekkers Service Road, Property Park
	Florida Park
	Roodepoort
	1709
	South Africa
And shall be marked	for the attention of the CEO.
In the case of the City of Johann	esburg to:
Postal Address:	
Physical Address:	
Talefey No / Free!!	
Telefax No / Email:	
And shall be marked	for the attention of

Office B04F002 - First Floor - Devon House

# 8.29 Cost

Each party will bear and pay its own legal costs and expenses of and incidental to the negotiation, drafting, preparation, and implementation of this agreement.