

TENDER NO: MM (IA) 01/2027

APPOINTMENT OF A SERVICE PROVIDER THROUGH LICENCE FEE OF AN AUDIT SYSTEM WITH ARTIFICIAL INTELLIGENCE (AI) AND DATA ANALYTICS FOR MOGALE CITY LOCAL MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS

A Compulsory Briefing Session will be held on 25 September 2026, at 10:00 am at the Mayoral Chamber, Civic Centre, Corner Commissioner and Market Street, Krugersdorp, 1740.

No compulsory visual briefing session will be available.

NAME OF BIDDER:
CENTRAL SUPPLIER
DATABASE (CSD)

MAAA

TELEPHONE No:

TELEFAX No:

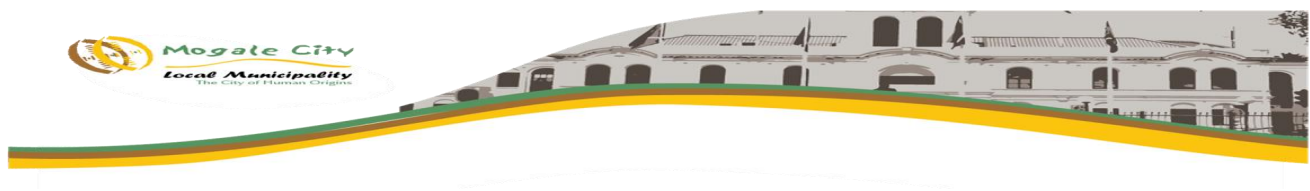
E-MAIL ADDRESS:

PHYSICAL ADDRESS:

September 2026

Issued by:
Municipal Manager
Mogale City Local Municipality
P O Box 94
KRUGERSDORP
1740

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PART A

INVITATION TO BID MBD 1

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF MOGALE CITY LOCAL MUNICIPALITY

BID NUMBER:	MM (IA) 01/2027	CLOSING DATE:	14 October 2026	CLOSING TIME:	11:00
DESCRIPTI ON	APPOINTMENT OF A SERVICE PROVIDER THROUGH LICENCE FEE OF AN AUDIT SYSTEM WITH ARTIFICIAL INTELLIGENCE (AI) AND DATA ANALYTICS FOR MOGALE CITY LOCAL MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE
DEPOSITED IN THE BID BOX SITUATED AT
(STREET ADDRESS)

CNR. COMMISSIONER & MARKET STREET				
CIVIC CENTRE				
MOGALE CITY				
KRUGERSDORP				
1740				
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				

FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]				

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ENCLOSE PROOF]	ARE YOU A FOREIGN-BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL CLARIFICATION QUERIES MAY BE DIRECTED TO:	
DEPARTMENT/ DIVISION	Supply Chain Management		
E-MAIL ADDRESS	SCMEnquiries@mogalecity.gov.za		

PART B
TERMS AND CONDITIONS FOR BIDDING

13. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

13. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

13. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | |
|--|--|
| 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | ☐ YES ☐ NO |
| 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? | ☐ YES ☐ NO |
| 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | ☐ YES ☐ NO |
| 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | ☐ YES ☐ NO |
| 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | ☐ YES ☐ NO |

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTERED AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

ADVERTISED IN : Star
PUBLISHING DATE: 11 September 2026
TENDER NO : MM (IA) 01/2027

MOGALE CITY LOCAL MUNICIPALITY

Tenders are hereby invited for the following Office: Municipal Manager, section: Internal Auditor.

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A Compulsory Briefing Session will be held on 25 September 2026, at 10:00 am at the Mayoral Chamber, Civic Centre, Corner Commissioner and Market Street, Krugersdorp, 1740.

No compulsory visual briefing session will be available.

Adjudication: 80/20

Tenders will be evaluated using Functionality evaluation criteria of **25 points**, of which the service provider is required to score a minimum of **15 points** in order to be considered for further evaluation.

Tenders will be evaluated using an 80/20 preference point system, which awards 80 points for Price and 20 points for Specific Goals in accordance with PPPFA 2022 Goals as per the table below:

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Within the boundaries of the municipality (Municipal account/ lease agreement/rental statement will be utilised to verify the area of jurisdiction of the bidder)	X	10	x	
Outside the boundaries of the Municipality, but within the West Rand District Municipality. (Municipal account/ lease agreement/rental statement will be utilised to verify the area of jurisdiction of the bidder)	X	6	x	
Within the boundaries of Gauteng Province	x	4	x	

The municipal account/ lease agreement/rental statement will be utilised to verify the area of jurisdiction of the bidder.				
Outside the boundaries of Gauteng Province (Municipal account/ lease agreement/rental statement will be utilised to verify the area of jurisdiction of the bidder)	X	0	x	
Gender (Women-owned enterprise) (The Central Supplier Database will be utilised to verify the women-owned enterprise points of the bidder)	X	5	x	
Youth Enterprise (enterprises owned by persons younger than 35 years) (Central Supplier Database will be utilised to verify enterprises owned by persons younger than 35 years points of the bidder)	X	5	x	

Documents Collection: Documents can be downloaded from the e-tender portal at www.etenders.gov.za or www.mogalecity.gov.za.

Technical Enquiries: scmenquiries@mogalecity.gov.za

Documents available: As of **11 September 2026**, on www.etenders.gov.za or www.mogalecity.gov.za

Closing date: 14 October 2026, Time: 11:00

Bid Box

Venue: Bid boxes are situated at the reception desk of the Supply Chain Management Unit, situated on the upper level of the West Wing of the Mogale City Civic Centre, Corner Commissioner and Market Streets in Krugersdorp.

A. MANDATORY DOCUMENTS
(IF NOT PROVIDED, THE BID WILL BE INSTANTLY DISQUALIFIED)

1. Bidders must complete and sign the compulsory briefing session attendance register. No bids will be considered from bidders who did not attend the Compulsory Briefing Session and complete the attendance register.
2. Completed and signed the Schedule of Pricing as issued in the document. In the event of a mistake having been made on the pricing schedule, it shall be crossed out in ink and be accompanied by initialing each and every alteration. The Municipality reserves the right to reject the tender if corrections are not made in accordance with the above.
3. The authority of the Signatory must be completed and signed in case of a business, not a sole proprietor or a one-person business or a board of directors' resolution authorising the signature to sign off the bid documents.
4. Mogale City Local Municipality will not accept any bid document with missing pages.
FAILURE TO ADHERE TO ANY OF THE ABOVE WILL RESULT IN THE BID NOT BEING EVALUATED FURTHER.

B. ESSENTIAL DOCUMENTS
(NO AWARD WILL BE MADE IF ANY OF THE INFORMATION/DOCUMENTATION LISTED BELOW IS NOT COMPLIED WITH OR SUBMITTED).

5. Completed and signed Municipal Bidding Documents:
 - 5.1. MBD 1: Invitation to tender.
 - 5.2. MBD 4: Declaration of Interest.
 - 5.3. MBD 6.1: Preferential Points.
 - 5.4. MBD 8: Declaration of bidders past supply chain management practices.
 - 5.5. MBD 9: Certificate of independent bid determination.

NOTE: The above documents must be submitted on the official and original forms of Mogale City and must not be re-typed or scanned or completed electronically i.e. must not be typed in. They must be completed in black ink, handwritten. Bids completed in pencil or any erasable pen will be regarded as invalid.

6. Submit Central Supplier Database (CSD) Registration Report or Summary Report.

MUNICIPAL RATES AND TAXES OR MUNICIPAL SERVICE CHARGES

7. The bidding entity and its director(s) must submit Municipal Rates and Taxes account which is not older than three (3) months / ninety (90) days and must not be in arrears at the time of the closing date. **(NB Declaration certificate for municipal service must be completed, stamped, signed and dated, see page 13)**
8. If the bidding entity and its director(s) does not own a property it must submit a valid lease agreement which has the address of the business and its director(s) or Rental Statement which is in the name of the business and director(s).
9. If the Bidding Entity and its director(s) operates from Informal settlement/rural area and does not have a Municipal Rates Account,
 - 9.1. The bidding entity and its director(s) must submit Confirmation on Municipality / Metro letterhead signed and stamped by the ward Councillor or delegate/tribal authority with contact details which is not older than three (3) months. **NB: The document must be stamped and verified by the relevant municipality head of human settlement division confirming that the address does not receive municipal services.**
10. If the bidding entity and its director(s) operates from parents' place or any other place and is not responsible for Municipal account / Services.
 - 10.1. The bidding entity and its director(s) must submit an original Sworn Affidavit by the property owner. In instance where the property owner is unable to provide such affidavit, the bidder shall submit a sworn affidavit explaining the circumstance preventing such submission.
11. If the bidding entity and its director(s) is in the process of acquiring new property, which property has not yet been transferred to its name, a letter from the conveyancing attorney(s) must be submitted.

12. If the bidding entity and its director(s) submit a Municipal Account which is in the name of the Trust Account, and original Sworn Affidavit from The Trustee(s) must be furnished explaining that factor/relationship.
13. If the bidding entity's director(s) submit a Municipal Account in the name of the other spouse, an original Sworn Affidavit explaining the fact must be submitted by both the director and the spouse responsible for the municipal account.
14. **In a case where the bidder operate business from a property that is registered or benefiting from the municipality indigent support program, the bidder shall be required to declare such status by means of a sworn affidavit.**
15. Bids must be submitted in the original document.

C. <u>TENDER CONDITIONS</u> (FAILURE TO COMPLY WITH THESE CONDITIONS SHALL RESULT IN DISQUALIFICATION)
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16. All suppliers of goods & services are urged to register in the National Treasury Central Suppliers Database with Effect from 1 July 2016.
17. As per National Treasury Instruction No.4 A of 2016/2017 National Treasury Supplier Database, organs of state must ensure that suppliers awarded business with the State are registered on the CSD prior to the award letter/purchase order/signed contract being issued.
18. Bids by joint ventures are to be accompanied by the Document Formation of the joint venture, duly registered and authenticated by a Notary Public or other official deputised to witness sworn statements. This document must define precisely the conditions under which the joint venture will function, the period for which it will function, the persons authorized to represent and obligate it, the address for correspondence, the participation of several firms forming the joint venture and any information necessary to permit a full appraisal of its functioning, including a clause to the effect that the members of the joint venture are jointly and severally bound.
19. No electronic signature will be accepted in the bidding document. The bidder's signature must always be signed by hand in black ink.
20. No late tender will be accepted.
21. Telefax or e-mail bids will not be accepted.
22. All bids must be submitted on the official and original forms and must not be retyped or typed or scanned. Bids must only be submitted on the bid documents as provided by the Mogale City Local Municipality.
23. Bids must be completed in black ink, handwritten and must not be typed.
24. The use of Tipp-Ex is not allowed on the bid documents.
25. Bids completed in pencil will be regarded as invalid bids.

26. No page(s) must be removed from the original tender document.
27. Requirements for sealing, addressing, delivery, opening and assessment of bids are stated in the tender document.
28. The lowest or any tender will not necessarily be accepted, and Mogale City reserves the right to accept a tender in whole or in part.
29. The Municipality reserves the right to appoint and not to appoint.
30. The validity period for this tender is one hundred and twenty (120) days.
31. A Corporate Social Responsibility contribution of two (2) percent inclusive of 15% VAT will be levied on all companies/ service providers appointed as successful bidders if such company(s)/service provider(s) are not based in the area of jurisdiction of Mogale City.
32. The Municipality reserve the right to negotiate a fair market-related price with recommended bidders after a competitive bidding process or price quotations.
33. All tender prices must be inclusive of VAT for all registered VAT vendors.

REGISTRATION AS A VAT VENDOR

- 33.1 Non-VAT vendors do not have to include VAT in their bid prices, however they must submit bids for contracts that would, if successful, take their annual turnover above the threshold of R 1 million must include VAT in their price quoted and must therefore immediately upon award of the contract, register with the South African Revenue Service (SARS) as VAT vendors.
- 33.2 The award of contract would be (for non-VAT vendors who included VAT in their prices) conditional pending the successful bidder submitting proof of registration as VAT vendor with SARS within 21 days of award.
- 33.3 In all instances where the bidder has excluded VAT from the prices quoted, if the bidder is successful, the letter of appointment will clearly state that the price at which the contract is awarded is exclusive of VAT and that VAT will not be added on at any stage after the contract has been signed.
- 33.4 The successful bidder will have to absorb the adverse financial implications of not including VAT in the price quoted.

34. All bid prices must be in RSA currency and inclusive of Value Added Tax (VAT).
35. Bids will be opened immediately after the closing date and time in a venue to be indicated.
36. No bids will be accepted from persons in the service of the state as it is defined in the Municipal Finance Management Act and Regulations.

37. The Supply Chain Management Policy of Mogale City Local Municipality allow persons aggrieved by decisions or actions taken by the municipality in the implementation of its supply chain management system to lodge within fourteen (14) days of the decision or action a written objection or complaint to the municipality against the decision or action. All objections or complaints should be submitted via email to SCMEnquiries@mogalecity.gov.za
38. The Municipality reserves the right to appoint one or more service providers.
39. Tender documents may be downloaded from the e-tender portal at www.etenders.gov.za as well as www.mogalecity.gov.za.

OFFICE OF THE MUNICIPAL MANAGER



DECLARATION: CERTIFICATE FOR MUNICIPAL SERVICES

PART A: PROPERTY OWNED BY ENTERPRISE OR DIRECTORS

Please complete the following if property is owned by the enterprise, the proprietors, directors or partners in their personal capacity, which must be confirmed by the relevant municipality **(ATTACH COPY OF MUNICIPAL ACCOUNT(S) OF ALL THE DIRECTOR/S NOT OLDER THAN 90 DAYS:**

Name of account holder:

Account number:

Account number:

FOR MUNICIPAL USE ONLY

I/we hereby certify that the municipal account details of our client as indicated above is correct.

.....
Name of municipal official (print name)

.....
Signature of municipal official

Official date stamp of municipality

I,, the undersigned, certify that the information furnished on this declaration form true and correct.

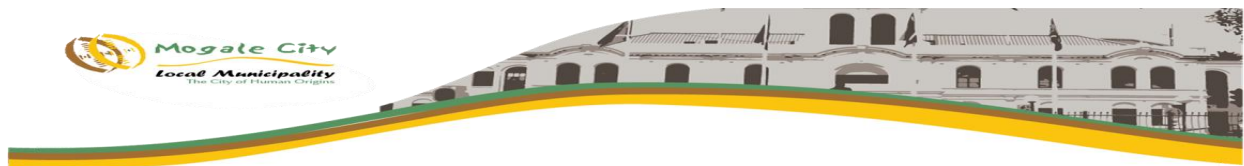
.....

Signature for and on behalf of the bidder

.....

Date

NB: Where a bidding entity has more than one director, the bidder must submit Declaration Form for each director.



T2.2.4 MCLM 2% CORPORATE SOCIAL RESPONSIBILITY **Mogale City Corporate Social Responsibility**

In terms of Mogale City Corporate Responsibility, non-Mogale City-based service providers will contribute two (2) per cent of the Contract value to Mogale City.

Please provide your registered address:

.....

.....

.....

Please indicate if you are a Mogale based:

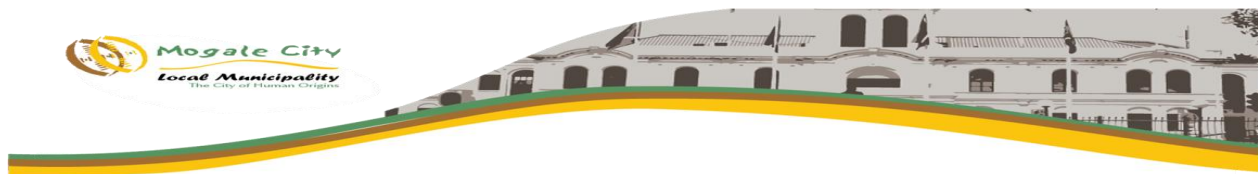
YES	NO
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If not Mogale City based, a person duly authorized by the bidder must complete and sign the declaration herewith in detail.

Declaration by Bider

I, the undersigned hereby declare and confirm that we accept the contribution towards the Mogale City Corporate Social Responsibility, by the deduction of two percent (2%) on all payment made.

Signed Name Bidding Entity	Date Position
---	---



MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.

.....

¹MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

² Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars.

.....
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars

.....
.....

3.12 Are any of the company's directors, trustees, managers, principal shareholders or stakeholders in the service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.

.....
.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principal shareholders or stakeholders in the service of the state? **YES /**

NO

3.13.1 If yes, furnish particulars.

.....
.....

3.14 Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business, whether or not they are bidding for this contract? **YES / NO**

3.14.1 If yes, furnish particulars:

.....
.....

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder



MBD 6.1

MOGALE CITY LOCAL MUNICIPALITY

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all bidders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE BID AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to bid:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The applicable preference point system for this bid is the 80/20 preference point system.

1.3 Points for this bid (even in the case of a bid for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

1.5 Failure on the part of a bidder to submit proof or documentation required in terms of this bid to claim points for specific goals with the bidder, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner

required by the organ of state.

2. DEFINITIONS

- (a) **“bid”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive bidding process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money bided for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“bid for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** means an association of person for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (h) **“contact”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defined by Codes of Good Practice issued in terms of section 9 (1) of the Broad Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defined by Codes of Good Practice issued in terms of section 9 (1) of the Broad- Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003)
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of the bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to] support such primary contractor in the execution of part of a project in terms of the contract
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9 (1) of the Broad-Based Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;

- (r) “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 or **90/10**

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

3.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 or **90/10**

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4 POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the bid. For the purposes of this bid the bidder will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this bid:

4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the bid documents, stipulate in the case of—

- (a) an invitation for bid for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable bid will be used to determine the applicable preference point system; or
- (b) any other invitation for bid, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable bid will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the bid and points claimed are indicated per the table below.

Note to bidders: The bidder must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Within the boundaries of the municipality (Municipal account/ lease agreement/rental statement will be utilized to verify the area of jurisdiction of the bidder)	x	5	x	
Outside the boundaries of the Municipality, but within the West Rand District Municipality. (Municipal account/ lease agreement/rental statement will be utilized to verify the area of jurisdiction of bidder)	x	3	x	
Within the boundaries of Gauteng Province The municipal account/ lease agreement/rental statement will be utilized to verify the area of jurisdiction of the bidder.	x	2	x	
Outside the boundaries of Gauteng Province (Municipal account/ lease agreement/rental statement will be utilized to verify the area of jurisdiction of the bidder)	x	0	x	
Gender (Women-owned enterprise) (Central Supplier Database will be utilized to verify women-owned enterprise points of bidder)	x	5	x	
Youth Enterprise (enterprises owned by persons younger than 35 years) (Central Supplier Database will be utilised to verify enterprises owned by persons younger than 35 years of age of the bidder)	x	5	x	

4. **DECLARATION WITH REGARD TO COMPANY/FIRM**

4.1 Name of company/firm:.....

4.2 VAT registration number:.....

4.3 Company registration number:.....

4.4 **TYPE OF COMPANY/ FIRM**

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

4.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....
.....

4.6 **COMPANY CLASSIFICATION**

- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

4.7 **MUNICIPAL INFORMATION**

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

4.8 Total number of years the company/firm has been in business:.....

4.9 I/we, the undersigned, who is/are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualify the company/ firm for the preference(s) shown and I/we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of the contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

5. **Previous experience**

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which are similar with regard to type of work).

Description	Value (R, VAT excluded)	Year(s) executed	Reference		
			Name	Organization	Tel no

6. Provide information on key staff you intend utilizing on this contract, should it be awarded to you.

Name	Position in your organization	Qualifications	Experience

7. Infrastructure and resources available to execute this contract

7.1 Physical facilities

Description	Address	Area (m ²)

Description: Plant and equipment owned (or to be rented)	Number of units

7.3 List of shareholders by Name, Position, Identity number, Citizenship, HDI status and ownership as relevant.

Name	Date/Position Occupied in Enterprise	ID Number (please attach copies of ID's	Date RSA Citizenship obtained	HDI	Women	Disabled	Youth (person not older than 35 years of age)	% of business/ enterprise owned
							Total	100%

7.4 List of shareholders by Name, percentage (%) of business/enterprise owned, and residential address.

Full Name	Identity (ID) Number (Please attach copies of ID's)	% of business/ enterprise owned	Residential address

8. AUTHORITY FOR SIGNATORY

Please note that the sole proprietors or “one person business” are not required to submit an official and duly signed authority of signatory.

Signatories for close corporations and companies shall confirm their authority by signing on behalf of the company/firm **by attaching to this page** a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

An example of a company is shown below:

Printed on company letterhead:

“ By resolution of the board of directors passed on _____ 20 _____

Mr _____

has been duly authorised to sign all documents in connection with the bid for

Bid _____ No _____

and any Contract, which may arise therefrom on behalf of

SIGNED ON BEHALF OF THE COMPANY _____

IN HIS CAPACITY AS _____ CAPACITY AS _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

AS WITNESSES: 1 _____

2 _____

9. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:
- (i) The information furnished is true and correct.
 - (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
 - (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
 - (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the

purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution

.....	
SIGNATURE(S) OF BIDDER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	

MOGALE CITY LOCAL MUNICIPALITY

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors, has:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Bid Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.



MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

TENDER NO. MM (IA) 01/2027: APPOINTMENT OF A SERVICE PROVIDER THROUGH LICENCE FEE OF AN AUDIT SYSTEM WITH ARTIFICIAL INTELLIGENCE (AI) AND DATA ANALYTICS FOR MOGALE CITY LOCAL MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS in response to the invitation for the bid made by: **MOGALE CITY LOCAL MUNICIPALITY**

(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorised by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organisation, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
JULY 2010**

**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**
July 2010

THE NATIONAL TREASURY: Republic of South Africa 2

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GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
THE NATIONAL TREASURY: Republic of South Africa 3
General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price have been or are still To be imported (whether by the supplier or his subcontractors) and which costs Are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the Factory in the Republic where the goods covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in the bidding documents.
- 1.21 "Purchaser" means the organisation purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the Supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders, including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a nonrefundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

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

5. Use of contract documents and information inspection

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

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

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

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

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

6. Patent Rights

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

6.2 When a supplier develops documentation/projects for the municipality / municipal entity, the intellectual, copy, and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

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

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

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

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

(b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organisation acting on behalf of the purchaser.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract goods may, on or after delivery, be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier, who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which

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

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

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

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

10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the Contract.

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

14. Spare parts

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;

(b) in the event of termination of production of the spare parts:

(i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

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

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

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

16. Payment

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

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

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

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be

instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days, the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury with the following information:

- (i) the name and address of the supplier and/or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such a person's name be endorsed on the Register for Bid Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own merits. According to section 32 of the Act, the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Antidumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidised import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

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

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

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

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

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

(b) The purchaser shall pay the supplier any monies due the supplier for goods delivered and/or services rendered according to the provisions of the contract.

28. Limitation of Liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

33.1 The contractor shall not abandon, transfer, cede, assign or sublet a contract or part thereof without the written permission of the purchaser

34. Amendment of contracts

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing shall also be in writing.

35. Prohibition of restrictive practices:

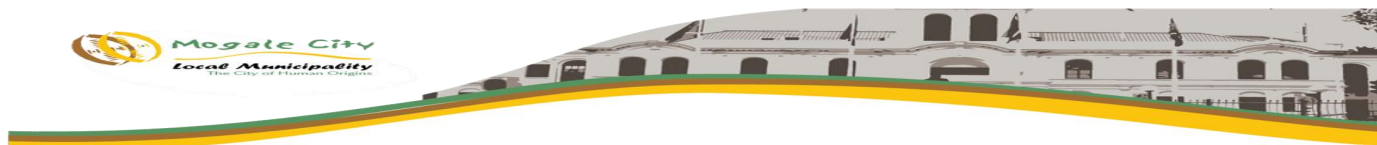
35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of **restrictive practices** 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s)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

35.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

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

BIDDERS TO BE EVALUATED ON FUNCTIONALITY

- 5.(1)** An organ of the state must state in the bid documents if the bid will be evaluated on functionality.
- (2) The evaluation criteria for measuring functionality must be objective.
- (3) The bid documents must specify-
- (a) the evaluation criteria for measuring functionality;
 - (a) the points for each criterion and, if any, each sub-criterion; and
 - (b) the minimum qualifying score for functionality.
- (4) The minimum qualifying score for functionality for a bid to be considered further-
- (a) must be determined separately for each bid; and
 - (b) may not be so-
 - (i) low that it may jeopardise the quality of the required goods or services; or
 - (ii) high that it is unreasonably restrictive.
- (5) Points scored for functionality must be rounded off to the nearest two decimal places.
- (6) A bid that fails to obtain the minimum qualifying score for functionality, as indicated in the bid documents, is not an acceptable bid.



APPOINTMENT OF A SERVICE PROVIDER THROUGH LICENCE FEE OF AN AUDIT SYSTEM WITH ARTIFICIAL INTELLIGENCE (AI) AND DATA ANALYTICS FOR MOGALE CITY LOCAL MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS.

1. PURPOSE

Mogale City Local Municipality hereby invites bids from experienced and competent vendors for an AI-enabled audit system for a period of three (3) years. The solution must support the automation of Internal Audit processes, enhance risk management, and support compliance and governance requirements in line with the Municipality's operating environment.

2. BACKGROUND

The Internal Audit function is currently largely dependent on manual documentation and manual workflow management, which may extend audit turnaround times and constrain audit coverage and efficiency. Mogale City Local Municipality therefore seeks to procure through licence fee an audit system with AI and data analytics to support end-to-end audit workflow automation, improve audit trail management, and enhance the quality and consistency of audit execution and reporting.

3. OBJECTIVES

The objective of this tender is to procure through licence fee an audit system with AI and data analytics that supports and enhances Internal Audit processes through automation and structured workflow management. The solution should support efficient risk assessment, monitoring and reporting; optimise resource utilisation; and improve audit quality through advanced technology and consistent application of audit procedures across the audit life cycle.

4. SCOPE OF WORK

The Municipality seeks to procure through licence fee an audit system with AI and data analytics to support Internal Audit in automating the audit process. The system must provide capabilities such as:

- An AI-enabled solution that supports risk assessment, control evaluation and data analytics functionalities (AI and data analytics must be explicitly articulated in the solution).
- Project methodology, implementation plan and timeline, risk management plan., and user training materials.
- Workflow automation for the Internal Audit life cycle, including planning, execution, review, quality assurance, reporting, and follow-up
- For cloud-based deployments: a dedicated tenant that remains logically and securely segregated from all other customers/tenants, ensuring data protection and preventing cross-tenant access.
- Offline access and online synchronisation capabilities in adherence to ICT policies.
- Built in security controls which includes. Role-based access control supporting segregation of duties, Multi Factor Authentication (MFA) support, encryption, data audit trails, logging, municipal ownership of all data, backup and recovery and POPIA compliance.

- System accessibility; user and Super user access control.
- System licences which has full AI and data analytics capabilities
- Data import and export capability in commonly used formats (e.g., CSV, PDF), to support audit testing, working papers, evidence handling and reporting. (*; bidders must demonstrate practical data import/export capability to support audit requirements.*)
- Automated data backup and recovery in adherence to ICT Standard Operating Procedure (SOP) **Refer to Annexure A.**
- Real-time dashboards and data analytics.
- technical support and maintenance during the licence period.
- System-generated audit reports (electronic and hard copy outputs).
- User training and skills transfer for super users and standard users. Regular system updates and patch management during the licence period.
- Access to exportable data, system logs and audit trails.

5. DELIVERABLES

The deliverables that would be provided to the municipality must cover all aspects relating to scope of work

6. CONTRACT DURATION

- The licence agreement for the AI-enabled Audit System shall be valid for an initial period of three (3) years, commencing from the date of successful system implementation and formal acceptance by Mogale City Local Municipality.
- The contract duration is based on a licencing arrangement and does not confer ownership of the system or intellectual property to the Municipality.
- The service provider shall be responsible for the continued availability, maintenance, updates, and support of the system throughout the licence period, in accordance with the approved scope of work and contract conditions.
- The Municipality may, subject to satisfactory performance, mutual agreement between the parties, and the requisite internal approvals, consider the extension or renewal of the licence agreement upon expiry of the initial contract period. Any extension or renewal shall be subject to compliance with applicable Supply Chain Management policies and contractual governance requirements.
- Either party may initiate discussions relating to renewal, extension, or termination of the contract at least six (6) months prior to the expiry of the initial licence period.
- Upon expiry or termination of the licence agreement, the service provider shall, at no additional cost to the Municipality, provide all necessary assistance to:
 - enable the export and handover of municipal data in commonly used formats;
 - support data migration or transition arrangements, where required; and
 - ensure the secure removal and termination of access to the system, in compliance with information security and data protection requirements.
 - Access to exportable data, system logs and audit trails.

7. SPECIAL CONDITIONS

The following special conditions will apply:

- The contract is for the licence of the AI enabled audit data analytics system; the Municipality does not acquire ownership of the intellectual property, only the right of use during the licencing term.
- The bidder must provide maintenance, updates and technical support as part of the licence fee.
- Annual licence fee covers overall system users instead of individual user licences
- On expiry or termination, the bidder must assist with data migration/export and ensure secure removal/termination of access, subject to the Municipality's data ownership rights.
- All data imported into and exported from the system remains the property of the Municipality and must remain logically segregated and not accessible to other entities/customers of the solution.
- The Municipality reserves the right to request export of its data and audit logs at any time reasonably required for audit, oversight and reporting purposes.
- The Municipality shall retain sole and exclusive ownership of all data captured, stored, processed, generated, or maintained within the cloud-based system throughout the duration of the contract and thereafter. The service provider shall have no ownership rights, title, or interest in such data.
- Upon the expiry, termination, or non-renewal of the contract, the service provider shall, at no additional cost to the Municipality, provide a complete and usable export of all municipal data in an agreed electronic format. The data shall be returned to the Municipality in full prior to any deletion or destruction activities.
- Following written confirmation from the Municipality that the data has been successfully received, verified, and migrated where necessary, the service provider shall permanently and securely delete all municipal data, including any backups, replicas, archives, and residual copies, from its environment. The appointed service provider shall provide the Municipality with a written Certificate of Secure Data Deletion confirming that the data has been irreversibly removed in accordance with recognised data sanitisation standards and applicable data protection legislation, including the Protection of Personal Information Act (POPIA).
- The successful bidder will be requested to provide a valid Independent Institutions SOC (system and organization controls) report, issued by an accredited and independent security assessment organisation, confirming that the cloud environment has undergone a comprehensive security assessment and recent core penetration test

8. TECHNICAL EVALUATION: PRESENTATION AND SYSTEM DEMONSTRATION

- 8.1. The below-mentioned criterion regarding functionality is required for responsiveness and therefore eligibility for the next stage of evaluation. This is being done to determine the ability of each bidder to successfully execute the contract according to specification.
- 8.2. Non-compliant bidders will be disqualified after this phase and will not continue to price scoring. These criteria shall only determine whether a bidder will further be evaluated and will not influence the points scored on price.
- 8.3. Failure to score a minimum of **15 points** out of **25 points** will lead to non-compliance and the bidder will be disqualified after this phase
- 8.4. If any total minimum score for any criteria is zero, the bidder will be disqualified, even if the required minimum **15 points** out of **25 points** are achieved.
- 8.5. Scoring zero (0) points on any of the criteria/sub-criteria will lead to disqualification of a bidder.
- 8.6. Scoring lower than the minimum points allocated per criteria will lead to immediate disqualification of a bidder

NO	EVALUATION CRITERIA	MAXIMUM SCORE	MINIMUM SCORE
1	<u>Firm's Track Record</u> Bidders must submit a minimum of one (1) signed, dated and contactable reference letter on the client's official letterhead from current/previous clients confirming implementation of AI-enabled audit system with data analytics - One (1) to two (2) reference letters = 5 points - Three (3) to four (4) reference letters = 10 points - Five (5) or more reference letters = 15 points	15	5
2	System Owner or Solution Owner for an audit system with artificial intelligence (AI) and data analytics - System Owner/Solution owner must submit a signed letter in a company letterhead/certificate confirming ownership to supply, implement, support and maintain the proposed solution= 10 points OR - The bidding company must submit a signed letter in a company letterhead/certificate/agreement from the system vendor/solution owner confirming authorization to supply, implement, support and maintain the proposed solution= 10 points	10	10
	TOTAL	25	15

Bidders that do not obtain a minimum score of **15** for functionality will be disqualified and will not be evaluated further for presentation phase, only bidders who passed the Functionality phase will be invited for presentations phase.

8.7 PRESENTATION PHASE

- The above-mentioned criteria regarding functionality is required for responsiveness and therefore eligibility for the next stage of evaluation. This is done to determine the ability of each service provider to successfully execute the contract according to specification.
- Failure to score a minimum of **20 points** out of **25 points** will lead to non-compliance, and bidders will be rejected after this phase and will not continue for price scoring.
- A score of **zero (0)** in any criterion will result in automatic disqualification, even if the minimum or maximum score threshold is met.
- A score of **zero (0)** in any sub-criterion will lead to the disqualification of the bidder, regardless of the total or minimum points.
- For purposes of comparison and in order to ensure meaningful evaluation, bidders are requested to furnish detailed information in substantiation of compliance with the functionality criteria mentioned.

Criterion	Score Range	Max Points	Minimum Points to be achieved	Score Awarded
Proposed solution and system architecture as per scope of work (live demonstration with dummy data and Key system functionalities)	0–15	15	15	
Implementation plan and timelines	0–10	10	5	
Total score		25	20	

NB: Only bidders who passed a minimum of 20 points of the presentations phase will be evaluated further for Price and specific goals (80/20)

9. PRICING SCHEDULE

Note to Bidders:

Prices must be quoted in South African Rand (ZAR), excluding VAT.

All prices must be fixed for the first year of the contract.

CPI escalation will apply for Years 2 and 3, where applicable, as published by the South African Reserve Bank.

Pricing Schedule – Table A: Licences Cost (– Fixed Price)

Note: The pricing items and quantities below are for evaluation purposes only. The final quantities, including the number of users, data migration requirements and training arrangements, will be confirmed with the successful bidder during contract finalisation, subject to the approved Scope of Work and budget availability.

No	Description	Estimated Quantity	Rate for 1- incl VAT	Year 1 Total incl VAT	Rate year 2 incl VAT	Year 2 total incl VAT	Rate year 3 incl VAT	Total year 3 incl VAT	Total for 3 years 1 to 3 incl VAT
1.	Supply, development and implementation of an audit system with AI and data analytics (Any proposed subsistence and travel should be included in the price)	Once off inclusive of VAT			N/A	N/A	N/A	N/A	
2.	Annual License fee for Audit System with AI and data Analytics	Per year							
3.	Ad-hoc consulting/support fees per hour as when required.	Per hour							
4.	Training including training material as and when required	Price per persons							
GRAND TOTAL									

Signature of Bidder

Date

10. SCORING GUIDELINES

Key Performance Areas	Key Performance Indicators	Portfolio of Evidence
Audit Support	Automation of internal audit process, risk management enhancement and ensure compliance with relevant standards.	Audit trail report ensuring internal and external processes.
Technical Support	Provide on-going support and maintenance throughout the duration of the contract.	Monthly reports, Real-time dashboard and data analytics.
Training and Knowledge Transfer	Provide technical workshops to relevant stakeholders once-off or throughout the contract duration on an as and when required basis.	Attendance Register and Training manuals or Training material.
Attendance of meeting in compliance to sec 116 of the MFMA	Service Provider must attend monthly meetings with Contract Management Department with Supply Chain Management.	Attendance Register

11. PENALTIES

The criteria below apply to post-award contract performance monitoring and do not form part of the bid evaluation process.

Rating scale	Description
1 = Poor (<59%)	Unacceptable Performance, the performance does not meet the standard expected, the contractor has failed to demonstrate the commitment level expected.
2 = Average (60-69%)	Performance not fully effective, performance is below the standard required, it meets some expectations.
3 = Above Average (70-79%)	Performance fully effective, performance fully meets standards expected as per the scope
4 = Good (80%-89%)	Performance significantly above expectations, performance is significantly higher than the standard expected.
5 = Excellent (90%-100)	Outstanding performance, performance far exceeds the standard expected.

15. Penalties

Penalties for poor performance will be evoked in line with Clause 10 of the Supplier Performance Monitoring and Evaluation Policy.

The following penalties may be imposed at the sole discretion of the Municipality in the event of continued poor performance in any of the Key Performance Area:

- 15.1 A penalty levy of 2.5%, in accordance with the Service Level Agreement (SLA);
- 15.2 Issuance of a credit note;
- 15.3 Reporting of the Service Provider to the National Treasury for potential greylisting; and
- 15.4 Termination of the agreement.

BID CHECKLIST

This list is aimed at assisting all bidders in submitting complete quotation documents.

Bidders are to check the following points before the submission of their quotation document, and to complete YES/NO next to each item as an indication that the bidder has complied with the provision of the item concerned.

ITEM	DESCRIPTION	YES	NO
1.	Bidder must attach the Central Supplier Database (CSD) registration report.		
2.	The bidding entity and its director(s) must submit Municipal Rates and Taxes account which is not older than three (3) months / ninety (90) days in arrears at the time of the closing date		
3	Declaration: Certificate for Municipal Services		
4	If the bidding entity and its director(s) does not have a Municipal Rates and Taxes account, it must submit a Municipal Service Charges Statement (water statement or electricity statement or refuse removal statement or sewerage statement).		
5	If the bidding entity and its director(s) does not own a property it must submit a valid lease agreement which has the address of the business or Rental Statement which is in the name of the business.		
6	If the Bidding Entity and its director(s) operates from Informal settlement and does not have a Municipal Rates Account, - the bidder must submit Confirmation on Municipality / Metro letterhead signed and stamped by the ward Councillor / delegate with contact details and not older than three (3) months. - An original letter from a tribal authority not older than three (3) months indicating that the business is operating on tribal land.		
7	If the bidding entity and its director(s) operates from parents' place or any other place and is not responsible for Municipal account / Services. The bidding entity must submit an original Sworn Affidavit by the property owner.		
8	If the bidding entity and its director(s) is in the process of acquiring new property, which property has not yet been transferred to its name, a letter from the conveyancing attorney(s) must be submitted.		
9	If the bidding entity and its director(s) submit a Municipal Account which is in the name of the Trust Account, and original Sworn Affidavit from the Trustees must be furnished explaining that factor.		

10	If the bidding entity's director(s) submit a Municipal Account in the name of the other spouse, an original Sworn Affidavit explaining the fact must be submitted.		
11	All pages of the bid document have been read by the bidder and the returnable schedules and MBD 's forms duly completed and signed. e.g. MBD1, MBD 4 , MBD 6.1, MBD 8 AND MBD 9.		
12	All pages requiring information have been completed in full and in black ink.		
13	Bids must be submitted in original document.		
14	No pages removed from the quotation document		
15	A copy of the resolution of your Board of Directors, similar to the attached specimen, authorizing the signatory to sign the quotation and the subsequent contracts, has been attached and signed.		
16	Joint Venture (JV) agreement has been attached and signed (if applicable)		
17	Pricing Schedule must be completed and signed		
18	In case of any amendments made, must be initialled in each alteration by the authorized signatory? Please note that the use of tipp-ex will lead to immediate disqualification.		
19	Please declare any interest as required in terms of MBD - 4 truthfully and correctly as incorrect declarations are considered a criminal offence. ▪ Personal Tax Numbers included ▪ State Employee Number / Persal Number ▪ Identity number ▪ Name		
20	Please take note of the functionality evaluation criteria that will be applied to your submission in order to ensure that your company has the necessary capacity and capability to successfully execute this tender, if appointed. Ensure that sufficient information is included in your submission to ensure successful evaluation of your bid.		

PLEASE NOTE:

- No contract will be awarded to a service provider if the service provider or its directors are in arrears with their municipal accounts for more than three (3) months.
- In case of a Joint Venture, please note that individual documents have to be submitted for all parties in the JV, such as CSD, municipal accounts, etc.
- No communication with Mogale City Municipal officials is allowed after the closing date of the quotation.
- The only authorised form of communication will be through the Supply Chain Management Office email address at SCMEnquiries@mogalecity.gov.za