



SOUTH AFRICAN LOCAL  
GOVERNMENT ASSOCIATION

# SALGA

*Inspiring service delivery*

**Request for Proposals for the Appointment of a  
Service Provider to Conduct Institute Disciplinary  
Action and Conduct a Disciplinary hearing training  
intervention( SAQA US ID 255514-11286) on Behalf  
of SALGA**

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**BID NO. SALGA/RFQ/11-NW/2017**

**Closing date and time: 28 September 2017 at 12H00**

**Bid Validity Period: 120 days**

**TENDER BOX ADDRESS:**

**4<sup>th</sup>Floor, Suite 400**

**Cnr. O R Tambo & Magaretha Prinsloo Street**

**Klerksdorp**

**TEL: (018) 462-5290**

**EMAIL: [hphiri@salga.org.za](mailto:hphiri@salga.org.za)**

**WEBSITE: [www.salga.org.za](http://www.salga.org.za)**



## **1. INTRODUCTION**

The South African Local Government Association (SALGA) is a public entity established by the Organised Local Government Act (Act 52 of 1997) to assist in the comprehensive transformation of local government in South Africa. SALGA is managed within the framework of the Public Finance Management Act (Act 1 of 1999) and is listed as a schedule 3A public entity. Its main objectives are to:

- Represent, promote and protect the interests of local government;
- Transform local government to enable it to fulfil its developmental role;
- Enhance the role and status of its members as provincial representatives and consultative bodies of local government;
- Enhance the role and status of municipalities;
- Be recognised by national and provincial governments to be the representative and consultative body in respect of all matters concerning local government and to make representations to both provincial and national governments in respect of any matter concerning local government;
- Ensure the full participation of women in organised local government;
- Be the National Employers' Association representing all municipal members and, by agreement, associate members.

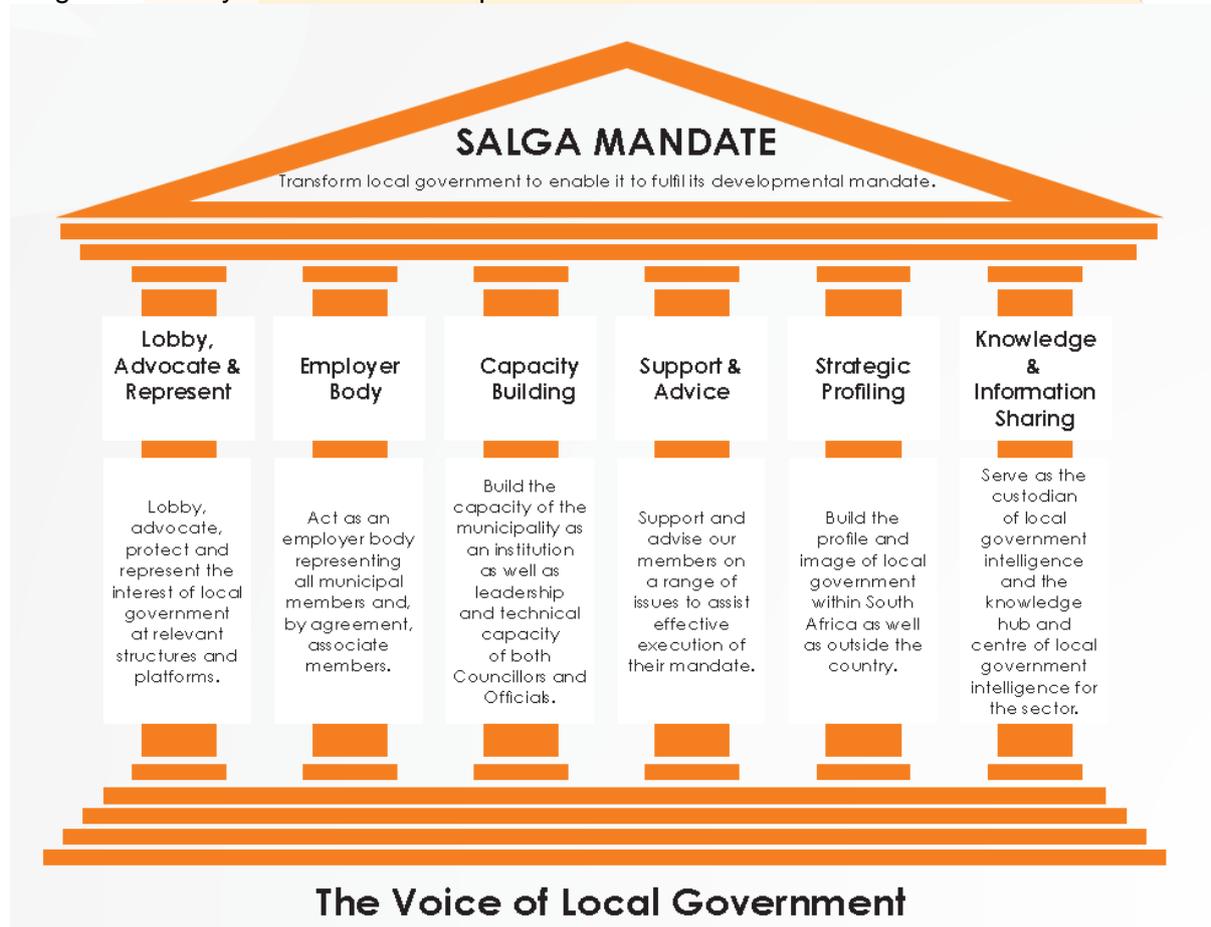
## **2. SALGA MANDATE**

Developmental Local Government is an essential component of the machinery of government. In accordance with its constitutional mandate, SALGA is obliged to transform the local government sector to one that has the required capacity to make a meaningful contribution to poverty alleviation, economic development and all socio-economic opportunities that the state has geared itself to provide for its people. SALGA also serves as the representative voice of all 257 municipalities in the country. For the past 20 years, since its establishment, SALGA has endeavoured to bring focus to its mandate of supporting local government transformation in a complex environment, characterised by a highly diverse and diffuse membership-base of municipalities. In terms of its amended Constitution, SALGA is a unitary body that consists of a national association and nine provincial offices. Its mandate rests on six primary pillars:

- (1) **Representation, Advocacy and Lobbying** refers to representing the interests of members in legislatures and other policy making and oversight structures. It also refers to engaging with various stakeholders, public debates etc. in the interest of Local Government.
- (2) **Employer Body** refers to being an effective employer representative for members. Employer representation is carried out through collective bargaining (in terms of the Labour Relations Act) in various structures including but not limited to those established in the South African Local Government Bargaining Council.
- (3) **Capacity Building** refers to facilitating capacity building initiatives through among others; representing member interests in the Local Government Sector Education Authority (LGSETA). SALGA strives to facilitate a coherent, well-co-ordinated capacity building programme for municipal councillors and officials.

- (4) **Support and Advice** refers to the provision of tools and services that enable municipalities to understand and interpret trends, policies and legislation affecting Local Government and to implement the said policies and plans
- (5) **Strategic Profiling** of Local Government refers to enhancing the profile and image of local government as an important and credible agent for the delivery of services. Profiling focuses within South Africa, the African continent and the rest of the world.
- (6) **Knowledge and Information Sharing** refers to building and sharing a comprehensive hub of Local Government knowledge and intelligence that will enable informed delivery of other SALGA mandates. The knowledge hub is also a useful reference point for all who seek Local Government information.

Diagrammatically the mandate is depicted as follows:



### 3. PURPOSE OF THIS REQUEST

The purpose of this document is to call for proposals from suitable Training and Capacity Building service providers to assist the South African Local Government Association (SALGA) in the North West Province with service of LGSETA Accredited Training. In line with our National Human Resource Development Strategy rule, to facilitate SAQA

Competency Based Training Intervention Programme for North West member municipalities as follows:

**Institute Disciplinary Action and Conduct a Disciplinary Hearing  
(SAQA US ID 255514 – 11286)**

= Twenty Two (22) Senior Municipal Officials/Practitioners

To be delivered and implemented in Quarter Three of 2017/18 (October – December)

**4. BACKGROUND AND CONTEXT**

SALGA recognizes that if it is to realize its vision, it must nurture and constantly develop its winning formulae - a combination of service excellence, quality, participative management and empowerment. The organization also realizes that this will only be achieved if it continues to value and care for its member municipalities, and takes the management of employee issues and risks in the organization seriously.

**5. SCOPE OF WORK**

The scope of service shall cover the following:

Specific outcomes applicable to SAQA Unit Standard ID 255514-11286 training intervention as prescribed, determined and recommended by SAQA

**5.1 KEY DELIVERABLES**

Service providers are required to produce the following deliverables:

- a) A detailed project plan for the implementation of this project. The project plan should provide a clear overview of timelines/duration ie. start and end date (duration) of the training, milestones, roles and responsibilities.
- b) Prospective bidders must be ready to render training services at North West Province at the venue, time and date to be determined by SALGA North West.

**5.2. PREFERRED SERVICE PROVIDER COMPETENCIES**

SALGA wishes to engage the successful bidder with demonstrated appropriate skills/expertise in Local Government Training and Capacity Building Intervention Programmes.

**5.3. CONTENT OF PROPOSAL**

*(Information to be submitted by the bidders)*

The proposal should include

- 5.3.1. all relevant perceived strengths and weaknesses of the firm bidding for the service, e.g. similar previous experience, in-house skills, etc; providing

information which will assist SALGA to assess its capabilities, competitive advantages, etc.;

- 5.3.2. the summary of the bidder's mission statement, the vision statement, values and long term strategies and objectives as comprehensively as possible;
- 5.3.3. a list of references of previous and current appointments relevant to the required services; examples of such services capabilities and experience and more specifically the number and size of organisations where service rendered in specific sectors in government and areas of expertise.
- 5.3.4. an organogram or list of partners, managers, specialists, together with the *curriculum vitae* of the staff who will be available for the duration of the work; any staff changes regarding staff allocated to SALGA must be done in consultation with the Project Manager representing the organisation. The successful bidder should provide experienced specialists relevant to the required services.
- 5.3.5. A breakdown of the hourly tariff, VAT inclusive, per category as required for services rendered. Expenditure incurred without the prior approval of SALGA will not be reimbursed. An analysis of costs must be given to cover the full amount, and where possible, costs should be linked with specific tasks to be undertaken. All other incidental costs should be included in the budget breakdown.
- 5.3.6. In so far as is possible, a comprehensive budget, showing the service of activities proposed, with charge-out rates and budgeted hours per activity, detailing all assumptions made in arriving at a proposed budget, including all cost factors such as a traveling.
- 5.3.7. The rate of remuneration of consultants will be subject to negotiation, not exceeding the applicable rates as contained in the guidelines referred to in 6.3.9 below.
- 5.3.8. The remuneration framework of consultants shall take the following into consideration:
  - a) The "Guidelines on Fees for Audits done on behalf of the Auditor-General of South Africa (AGSA)" as issued by the South African Institute of Chartered Accountants (SAICA);
  - b) The "Guide on Hourly Fee Rates for Consultants "as issued by the department of Public Service and Administration (DPSA); and/or
  - c) Remuneration guidelines issued by professional service organisation or regulatory bodies, as may be relevant.
- 5.3.9. How the bidder proposes to provide governance assistance to SALGA; and
- 5.3.10. In so far as is possible, provide an overview of the methodology to be applied.
- 5.3.11. How the bidder will ensure that there is transfer of skills to the SALGA team.

## **5.4 APPOINTMENT, COMMENCEMENT AND DURATION**

The appointed service provider is anticipated to commence the work upon appointment for duration as prescribed by SAQA US ID notional hours rule.

## **5.5. DESCRIPTION AND EXTENT OF WORK (PROJECT MANAGEMENT)**

### **5.5.1. Performing of assignments**

Assignments are to be performed in accordance with the industry/profession standards as well as the terms of reference. All reports will be reviewed by the relevant Project Manager representing the organisation.

All working papers and reports and documents will become the property of SALGA.

The successful bidder shall work with the Directorate of SALGA on the planning of various phases of the service activities, and must be prepared to regularly report the progress to the relevant Project Manager.

### **5.5.2 Timing of assignments**

The performance of this assignment shall be in accordance with the approved plan by the Project Committee. The final responsibility of approving the scope and extent of the work resides with the relevant Project Manager.

### **5.5.3 Quality assurance reviews of the work**

The service provider shall ensure that all work conforms to LGSETA Education and Quality Assurance principles.

### **5.5.4 Monitoring progress of assignments**

On a mutually agreed basis, the service provider shall meet with the Project Manager to report progress of the work, and at the Project Committee meetings.

### **5.5.5 Payments**

SALGA undertakes to pay out within a reasonable time period all valid claims for work done to its satisfaction upon presentation of a substantiated claim. No payment will be made on outstanding information not submitted by the service provider.

The parties shall, upon appointment of the service provider, sign a service level agreement to govern their business relationship.

Acceptance of any bid does not mean that work on an uninterrupted basis is guaranteed for the duration of the contract.

### **5.5.6 Expenditure incurred by the bidder**

The SALGA will not be held responsible for any costs incurred by the bidder in the preparation and submission of the bid.

## **6. INSTRUCTION TO BIDDERS**

### **6.1 General Instructions**

This document constitutes a Request for Proposal (RFP), which specifies SALGA's requirements for a service provider to perform Institute Disciplinary Action and Conduct a Disciplinary Hearing (SAQA US ID 255514 – 11286) twenty two (22) Senior Municipal Officials/Practitioners , to be delivered and implemented in Quarter Three of 2017/18 (October –December ) on behalf of SALGA. The information contained herein provides a format to facilitate bidder's responses to this RFP. It is important that the format be followed closely to help maintain the decision making timetable. Responses must be presented in the same order as the requirements appear, section by section, and numbered accordingly, with acknowledgement of all clauses. All pricing information should be fully disclosed with all charges clearly defined, i.e. a per unit fee based on activity. Please feel free to address any other potential services not specifically mentioned in this RFP that may be of benefit to the National Executive Committee (NEC) of SALGA which is the organisation's accounting authority.

### **6.2 Objectives**

SALGA's objective in the call for proposals is to select a service provider that will build quality technical capacity to municipal practitioners/member municipalities on behalf of the South African Local Government Association.

### **6.3 Terms of Contract**

The term of the contract shall be regulated by the Service Level Agreement (SLA) to be concluded with the winning bidder. It is anticipated that the term of the contract shall be for the duration of the assignment and shall expire upon fulfilment of the scope of work. The contract may be extended by mutual agreement. Thirty (30) days written notice must be given if either party wishes to terminate the agreement prior to the contract's expiry date.

### **6.4 Questions during Proposal Process**

Any enquiries regarding this RFP should be directed to **Hilda Phiri**, Finance and Admin Manager at [hphiri@salga.org.za](mailto:hphiri@salga.org.za) , located at the SALGA North West Office – 018 462 5290. Questions will only be taken up to four days prior the closing date.

Bidders finding apparent discrepancies or omissions in the RFP should notify [hphiri@salga.org.za](mailto:hphiri@salga.org.za) at once. Bidders may during the bidding period, be advised by Addenda, of any additions, clarifications, deletions or alterations to these specifications. All such changes should be covered by the bidder's proposal. Information used in the preparation of a proposal from other than this RFP and any written addenda (considered as the proposal documents) will not be considered as valid or official.

No further addenda will be issued by SALGA after 12:00 noon, four business days prior to RFP closing without providing an extension of time.

#### **6.4 Submission of Proposal**

Submit two copies of the proposal, in sealed opaque envelopes and clearly marked RFP Response – Request for Proposals for the Appointment of a Service Provider to Render Services on Behalf of SALGA addressed to:

#### **E-mail address:**

Hilda Phiri at [hphiri@salga.org.za](mailto:hphiri@salga.org.za)

#### **Or physical address:**

*South African Local Government Association (SALGA)  
NORTH WEST PROVINCE*

**4<sup>th</sup> Floor, Suite 400**

**Cnr. O R Tambo & Magaretha Prinsloo Street**

**Klerksdorp**

**TEL: (018) 462-5290**

**EMAIL: [hphiri@salga.org.za](mailto:hphiri@salga.org.za)**

**WEBSITE: [www.salga.org.za](http://www.salga.org.za)**

***Attention: Ms Hilda Phiri  
Finance & Admin Manager***

Proposals will be received at the reception desk on the fourth (4<sup>th</sup>) floor, during regular business hours only, up to **12H00PM on, 12 September 2017**. Late submissions will not be accepted.

Bidders remain solely responsible for the method of conveyance of their proposal to the receiving point. Fax transmissions or any other electronic communications are not acceptable.

SALGA will not be responsible for any costs incurred by the bidders associated with the preparation of responses to the RFP.

Proposals received past the time stated above will not be considered, and will be returned to the bidder unopened.

Proposals will not be opened in public.

All proposals will remain in force and will be irrevocable for **hundred and twenty days** after the proposal closing.

Proposals shall be stipulated sums without escalator clauses or other qualifications.

#### **7.6. Contract Award**

SALGA reserves the right to accept any proposal submitted, or reject all proposals.

Any proposal submitted, that is not in complete compliance with the requirements of the proposal documents may be accepted or disqualified, at the option of SALGA.

It is anticipated that the successful bidder will be notified by 29 September 2017

Please outline in your proposal the assistance your institution is prepared to provide in order to meet the estimated contract duration period for the full implementation of the scope of work.

#### **7.7 Termination of Contract**

SALGA reserves the right to terminate the agreement with 30 days written notice to the winning bidder subject to the following:

- 7.7.1** the winning bidder fails to perform in accordance with the specified service requirements as set out in the RFP;
- 7.7.2** the winning bidder fails to provide project deliverables as defined under **part Error! Reference source not found.above** without written explanation;
- 7.7.3** the winning bidder otherwise violates the provisions of the RFP to a substantial degree.

#### **7.8 Liability**

SALGA will not be held liable for any actions of the winning bidder and/or its employees.

#### **7.9 Important Dates**

6 September 2017 - Last day for questions

12 September 2017 - Proposal submissions due 12H00 PM

Please note that some of the dates are based on estimated project timeframes.

### **8 CONDITIONS OF BID (FAILURE TO MEET ANY OF THE REQUIREMENTS BELOW MAY RENDER YOUR BID PROPOSAL NON-RESPONSIVE)**

- 8.1. The requirement for content of the project proposal section below outlines the information that must be included in bid offers. **Failure to provide all or part of the information may result in your bid being excluded from the evaluation process.**
- 8.2. A contract will be signed with the appointed Service Provider.
- 8.3. The Service Provider will be required to sign confidentiality and indemnity agreements with SALGA.
- 8.4. SALGA may at its own discretion vary an instruction to include more work.
- 8.5. Failure to comply with any condition of this request for a proposal will invalidate respective tender proposal

- 8.6. In the event that any conflict of interest is discovered during the assignment, SALGA reserves the right to summarily cancel the agreement and demand that all the information, documents and property of SALGA be returned forthwith.
- 8.7. SALGA reserves the right to request new or additional information regarding each bidder and any individual or other persons associated with its project proposal.
- 8.8. Bidders shall not make available or disclose details pertaining to their project proposal with anyone not specifically involved, unless authorized to do so by SALGA.
- 8.9. Bidders shall not issue any press release, social media or other public announcement pertaining to the details of their project without the prior written approval of SALGA.
- 8.10. Bidders are required to declare any conflict of interest they may have in the transaction for which the bid is submitted or any potential conflict of interest. SALGA reserves the right not to consider further any bid where such a conflict of interest exists or where such potential conflict of interest may arise.
- 8.11. The bid offers and proposals should be valid and open for acceptance by SALGA for a period of 120 days from the date of submission.
- 8.12. Bidders are advised that submission of a project proposal gives rise to no contractual obligations on the part of SALGA.
- 8.13. Disputes that may arise between SALGA and a bidder must be settled by means of mutual consultation, mediation (with or without legal representation) or, when unsuccessful, in a South African court of law.
- 8.14. In addition to adherence to the specific terms and conditions of proposals, provided in this document, the bidder shall be bound by the provisions of the General Conditions of Contract attached hereto, an originally signed copy of which must be submitted together with all other bid documentation.
- 8.15. All returnable bid documents must be completed in full and submitted together with the bidder's proposal.
- 8.16. SALGA will not be liable for costs incurred during the site visits or any other cost related to the submission of the bid.
- 8.17. Completion of the Standard Bidding Documents stated herein below is **mandatory**, failure to do so **may** render your bid offer invalid.

## **8.18. Standard Bidding Forms**

### **18.8.1. Preference Points Claim form**

Form SBD 6.1 - Bidders must complete this document in full, special attention must be given to section 8 and 9. **DO NOT RETYPE THESE FORMS**. They must be completed on the original and signed, all in black ink.

### **18.8.2. Declaration of Interest**

Form SBD 4 - Bidders must complete this document in full. **DO NOT RETYPE THESE FORMS**. They must be completed on the original and signed, all in black ink.

### **18.8.3. Declaration of past Supply Chain Management Practice**

Form SBD 8 - Bidders must complete this document in full. **DO NOT RETYPE THESE FORMS**. They must be completed on the original and signed, all in black ink.

### **18.8.4. Certificate of Independent Bid Determination**

Form SBD 9 - Bidders must complete this document in full. DO NOT RETYPE THESE FORMS. They must be completed on the original and signed, all in black ink.

## 9 EVALUATION

The following evaluation method will be used:

- After the closing date of the bid invitation, an appointed evaluation committee of SALGA officials and possibly other external parties will evaluate the proposals of the bidders.
- The committee will individually evaluate each of the bid proposals received against the appointed criteria as provided for in Preferential Procurement Regulations, 2017

All proposals submitted will be evaluated on three categories:

- Functionality (technical content)
- Price
- B-BBEE status level of contribution

Bids will be evaluated in accordance with the Preferential Procurement Regulations, 2017, using the 80/20 split. The 80/20 preference points system applies for acquisition of goods or services for Rand value equal or above R30 000 and up to R50 million.

Firstly, the assessment of functionality will be done in terms of the evaluation criteria and the minimum threshold value of 65 points. A bid will be disqualified if it fails to meet the minimum threshold value for functionality as per the bid invitation.

A Bid Evaluation Committee will review and evaluate the proposals. A maximum of four (4) bidders may be invited to present their proposal for the purpose of providing clarification and answers to questions by the committee. If presentations are necessary they will be made on the date, time and location to be confirmed.

Thereafter, only the qualifying bids after the presentation will be evaluated in terms of the 80/20 preference points systems, 80 points will be used for price only and the 20 points will be used for B-BBEE Status Level of Contribution. The price points will be calculated in accordance with the formula prescribed in Regulation 6. (1) of the Preferential Procurement Regulations, 2017.

A recommendation for the awarding of the contract will be made at the meeting of the Bid Adjudication Committee to be confirmed, where applicable.

For functionality, the following criteria will be applicable and the maximum value of points breakdown for each criterion using these scale level descriptors:

SCALE LEVEL DESCRIPTIONS	RATING
No relevant response or information given to enable evaluation	0
<b>Very poor</b> response based on expected standard	1
<b>Poor</b> response based on expected standard	2
<b>Average</b> response based on expected standard	3

SCALE LEVEL DESCRIPTIONS	RATING
<b>Good</b> response based on expected standard	4
<b>Excellent</b> response based on expected standard	5

Points Breakdown:

CRITERIA FOR FUNCTIONALITY	WEIGHT
<b>Team Experience</b> Specialist Expertise and Experience of Project Team (Detailed profiles/CV's with references, qualifications and copies of certificates of the team members that will be directly allocated to SALGA, must be submitted)	20
<b>Accreditation and Relevant Qualifications</b> The personnel performing the service must be members of Institute of Internal Auditors or other accredited institute of auditors	20
<b>Company Experience</b>  <b>Experience (15 points)</b> Previous and current experience, and should provide proof: 15 points = 5 years and above 10 points = 3 - 5 years 5 points = 2 - 3 years 0 points = less than 1 year  <b>References (15 points)</b> The bidder must provide an approved award letter, Purchase Order, contract or signed letter from the client or any other proof References (3 valid) showing the following: Name of Company (1 point) Contactable Contact Details: Telephone, Mobile number (1 point) Project Description (1 point) Value of the contract (1 point) Duration of the project (1 point)	30
<b>Project Plan</b> Comprehensiveness and clarity of the proposal which indicates the clear understanding of the approach and methodology, including the project plan to deliver the scope of work as indicated in the Terms of Reference.	30
<b>Total for functionality</b>	<b>100</b>
<b>Minimum Threshold Score</b>	<b>60</b>

Bidders who score 60 (average) points and above will be considered in phase 2 of the evaluation.

The 80/20 points system will be used when evaluating this Request for Proposal.

The remaining 20 points will be allocated in terms of Regulation 6(2) and 6(3) of the Preferential Procurement Regulations, 2017, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Phase 2 of evaluation will include the sum of the two criterions below:

CRITERIA	WEIGHT
Price	80
B-BBEE status level of contribution	20
<b>TOTAL</b>	<b>100</b>

Bidders must submit proof of their B-BBEE status level of contributor.

A bidder failing to submit proof of B-BBEE status level of contribution or is a non-compliant contributor to B-BBEE may not be disqualified but may only score points out of 80 for price, and score 0 points out of 20 for B-BBEE.

## 10 GENERAL CONDITIONS

The following should be noted by interested parties:

- Intellectual property and ownership of all materials and products developed in the execution of the contract will be vested in SALGA.
- Materials and products may not be made available to any unauthorized person or institution or sold for profit without prior written consent from SALGA.
- On completion or termination of the agreement, all materials and products must be handed over to SALGA.
- No information concerning the tender or award of the tender may be made available by the bidder to other parties without prior consultation and written approval from SALGA.
- SALGA may at its own discretion vary this instruction to include more scope / work or to exclude work/service areas. In the case of the latter, the bidder shall not be entitled to claim for any work not required and may engage SALGA on the pricing of the additional work/ service proposed.
- All copyright and intellectual property rights that may result as a consequence of the work to be performed shall reside with SALGA and the service provider shall be required to sign an agreement of confidentiality.
- SALGA may dictate the framework in which documents (policies, plans, report etc.) shall be submitted; however the service provider should be able to submit a proposal on the lay-out of his/her choice for consideration by SALGA.
- SALGAs (general conditions of bid, contract and order) shall be applicable to this bid.
- The service provider shall be required to conclude and sign a Service Level Agreement (SLA) after the appointment.
- SALGA reserves the right not to award the bid to any bidder at its own discretion.

**Reviewed by Chairperson of Bid Specifications Committee:**

\_\_\_\_\_  
**Thabiso Tong**  
**Acting PM: HR, CB & LR Support**  
**Chairperson: Bid Specifications Committee**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**William Moraka**  
**Acting PEO: North West Province**

\_\_\_\_\_  
**Date**

**Reviewed and Supported by:**

\_\_\_\_\_  
**Lesley Mathe**  
**Acting Head: Supply Chain Management**

\_\_\_\_\_  
**Date**

**Approved by:**

\_\_\_\_\_  
**Nceba Mqoqi**  
**Chief Finance Officer**

\_\_\_\_\_  
**Date**