SOUTH AFRICAN LOCAL GOVERNMENT ASSOCIATION HEREBY REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF AN IMPLEMENTATION PARTNER TO SUPPORT SALGA ROLL-OUT THE MUNICIPAL CAPABILITIES ASSESSMENT AND DEVELOP THE MUNICIPAL CAPABILITIES INDEX (MCI) FOR A PERIOD OF 39-MONTHS

BID NO. SALGA/08/2025

Closing date and time: **21** October 2025 @ 11:00 am

Bid Validity Period: 120 days

TENDER BOX ADDRESS:

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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. 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.

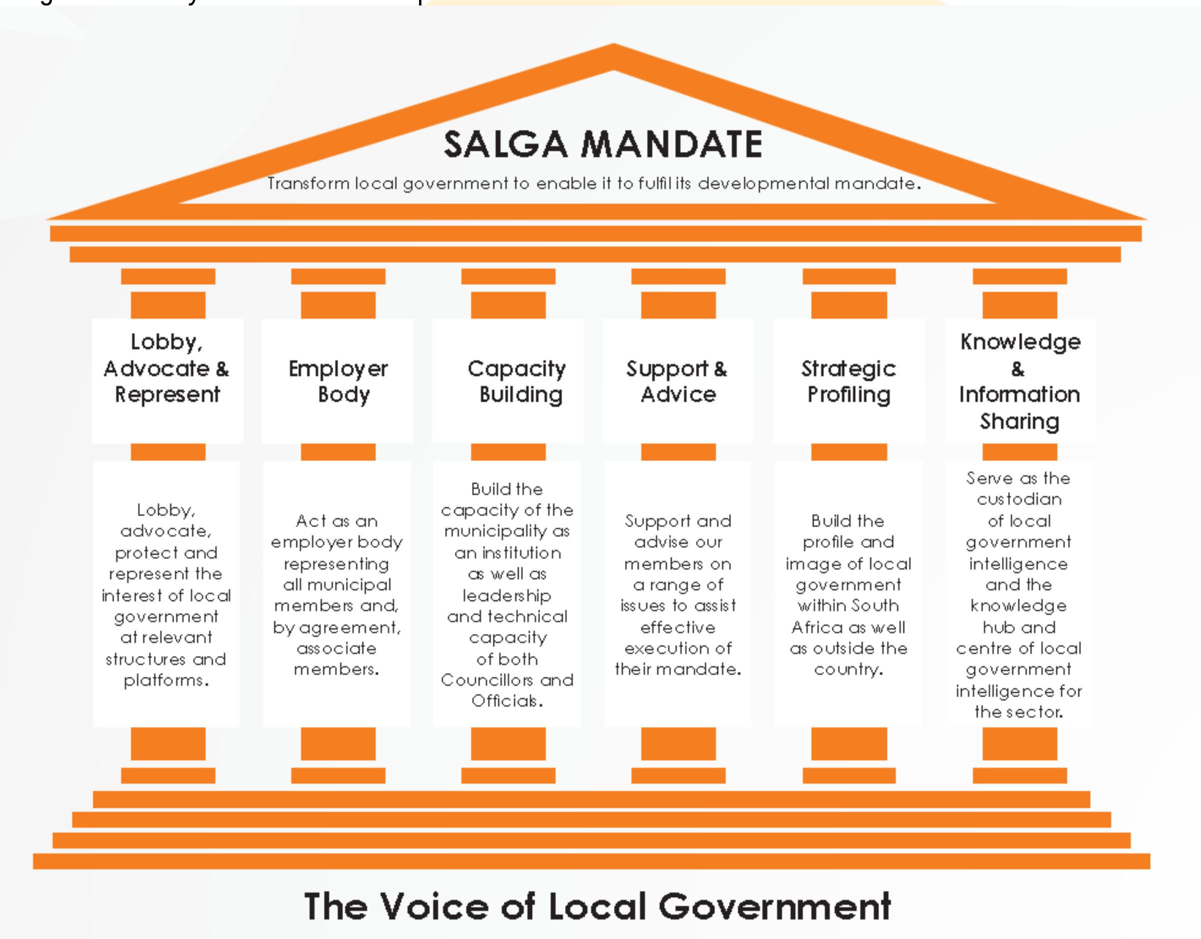
(3) Capacity Building refers to facilitating capacity building initiatives through among others; representing member interests in the Local Government Sector Education Authority (LGSETA). SALGA strives to facilitate a coherent, well-co-ordinated capacity building programme for municipal councillors and 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

The purpose of this document is to call for proposals from suitably qualified and competent service providers to support the implementation of the Municipal Capabilities Assessment and the development of the Municipal Capabilities Index inclusive of data collection, processing, analysis, packaging of findings and dissemination. The implementation partner will build upon the existing Municipal Capabilities Assessment and Index and undertake to deliver the work by 31 March 2028.

4. INTRODUCTION AND BACKGROUND

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 28 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. The Municipal Capabilities Assessment is a tool for SALGA to support municipalities from an informed understanding of municipal capabilities in the areas of Learning and Development, Labour Relations, Institutional Performance Management, Human Capital Capabilities Optimisation, Human Resources and organisational Development and Good Governance, also referred to as indexes.

As part of its Annual Performance Plan for 2022/23, SALGA piloted four of these assessment areas which corresponds with similar functions in a Municipality. The indexes were developed in a coordinated manner and formed a single index, such that the assessments were deployed to participating municipalities as a single product to avoid fragmentation and duplication whilst promoting buy-in.

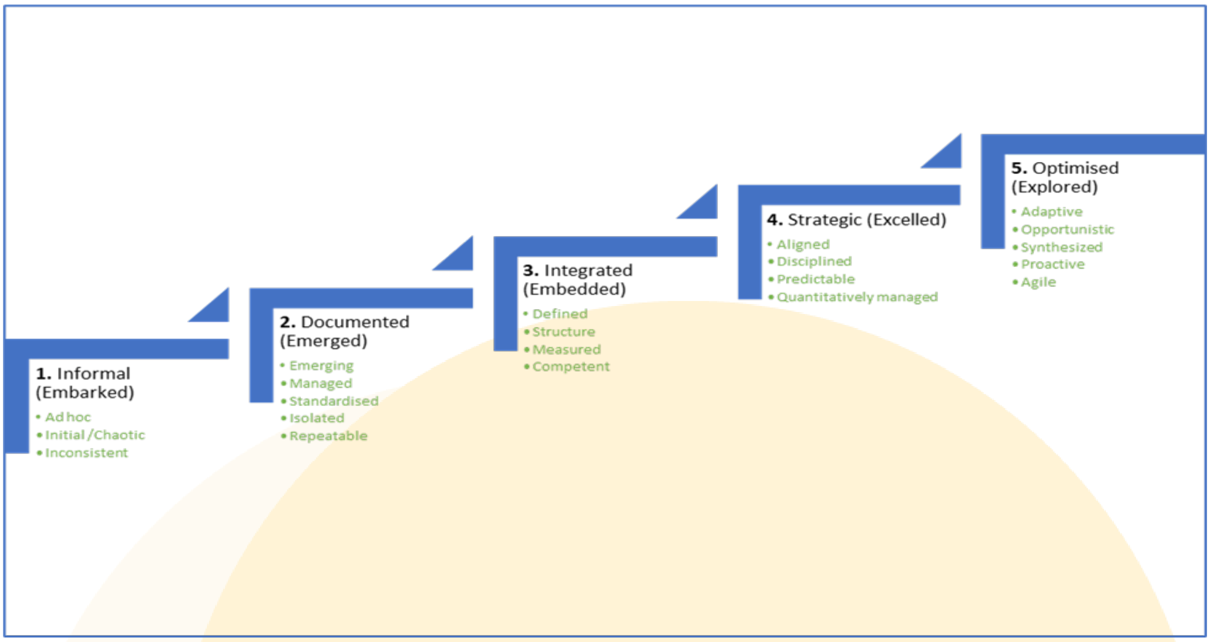
The aim of the municipal capabilities assessment is to measure the capability maturity levels in municipalities against standardized frameworks and scales on an annual basis. In so doing, it provides and normalizes various activities in a common structure allowing for an improved measuring. It serves to diagnose the challenges of municipalities based on an assessment of capabilities in the municipalities and offer targeted support to the municipality towards course correction, wherein municipalities can transform undesirable practices to what is good practice. Where good practices are identified, SALGA aims to support the municipality on a trajectory of continuous improvement and change.

In pursuit of this aim, the Municipal Capabilities Assessment derives its underpinnings from organizational development theory on organizational maturity. This theory measures facets of an organisation and provides a single rating or level for the overall Capability Maturity of the organisation. While maturity ideally measures the organisation's capability maturity in totality, the Capability Maturity Assessment of a municipality can be rated by means of the various indexes being developed in the areas of learning and development, labour relations, institutional performance management, human capital capabilities optimisation, human resources and organisational development, and good governance.

Measuring the maturity of an organisation's processes and systems, through an assessment of a reliable collection of proven processes focussed on a specific or all disciplines in an organisation, an organisation is objectively rated on a scale of 1-5 and awarded an overall maturity rating based on a 5-step framework that ranges from basic to sophisticated processes. A capability maturity assessment forms a roadmap for organisational improvement.

While the Capability Assessment is valuable for SALGA to understand municipal capabilities and develop targeted support programmes, municipalities are equal beneficiaries of the programme in their own right. Undertaking this assessment will enable municipalities to:

- Identify areas of improvement at frequent intervals;
- Determine their capacity for self-improvement;
- Benchmark their processes and practices;
- Share knowledge and learn from good practices; and



5-stage model for assessing capabilities

Table 1: Description levels of assessment for capabilities

Description of levels of assessment for capabilities

Level 1	Level 2	Level 3	Level 4	Level 5
INFORMAL	DOCUMENTED	INTEGRATED	STRATEGIC	OPTIMIZED
The capability is applied in an ad hoc way, characterized by an inconsistent approach. There is limited, if any, awareness, or evidence of capability on the part of an individual official, or the municipality	The capability is documented sufficiently, applied, and repeatable. Officials understand the principles, but activities occur irregularly.	The capability is defined as a standard municipal capability that is structured and measurable. The principles are integrated in the municipality.	The capability is well-managed and aligned to municipal processes.	The capability is adaptive and deliberately improved upon. Officials seek to optimise and evaluate solutions and improve on these for internal benefit.

The model represents how a municipality's capabilities evolve in a stage-by-stage manner along a desired path towards optimisation. This will assist municipalities to determine where they are located, and what measures to put in place to improve their level of skill, experience, readiness, and performance.

4.1 Working definition of Municipal Capabilities

Various conceptualisations of capabilities exist in organisational development theories. This assessment was informed by a literature review which led to the conceptualisation of 'capabilities' as best suited for the aim and purpose of the Municipal Capabilities Assessment. Capabilities refers to the internal strengths (*people, policies, strategies, innovations*) of a municipality, which enable activities to be performed, and objectives to be achieved under specified standards and conditions. They are gradually developed aptitudes, shaped within the municipal organizational context, and often determine how a municipality can become more competitive and improve performance.

The Municipal Capabilities Assessment focuses on six primary areas of assessment. The six areas are:

A. Municipal Learning & Development: focusing on the uptake of capacity building programmes as learning and development interventions to capacitate municipal councillors and officials.

B. Labour Relations: focusing on the basis and the extent to which the municipality ensures stable and sound labour relations through effective implementation of labour relations procedures and prescripts.

C. Institutional Performance Management System: focusing on the mechanisms through which a municipality plans, manages, monitors, evaluates, and reviews its performance and that of its employees to measure the progress made in achieving the objectives set out in the municipality's Integrated Development Plans (IDP).

D. Human Capital Capability Optimisation: focusing on the intended effort of a municipality to foster a culture of continuous improvement of its capabilities through a string of Human Capital - related attributes towards a municipality becoming an employer of choice.

E. Good Governance Maturity Index: focusing on assessing governance practices in municipalities and development of mechanisms and interventions to foster good governance, ethical leadership, and effective oversight and management in the local government sector.

Additionally, the Municipal Capabilities Assessment will expand to a seventh area of assessment as part of its ongoing refinement. The service provider will be expected to lead the conceptualization, piloting and implementation of this assessment area –

F. Service Delivery Index: focusing on other essential municipal functions, such as revenue management and trading services, including water, electricity, and waste management.

The problem statement reinforces that these indexes should not be administered in isolation but should ideally form part of a single Capability Maturity Index whereby a Municipality can see its level of Capability Maturity at a glance, rather than having to approach municipalities with individual indexes which are often inter-related.

4.2 Objectives of the Municipal Capabilities Assessment

Undertaking this assessment will enable municipalities to:

- Benchmark their processes and practices against one another.
- Identify areas of improvement at frequent intervals for targeted support interventions.
- Share knowledge and learn from good practices that are aimed at optimising capabilities.
- Determine the capacity of the municipality for self-improvement in the areas identified.
- Produce evidence for advocacy in the interest of the local government sector.

4.3 Municipal Capabilities Index (MCI)

An index is a composite measure of variables using more than one data items. It is an accumulation of scores from a variety of individual items. In pursuit of the given mandate, SALGA is developing the Municipal Capability Index as a summary measure of average achievement in key dimensions of Learning and Development (L&D), Institutional Performance Management System (IPMS), Labour Relations (LR), and Human Capital Capability Optimisation (HCCO), Good Governance (GG) and Human Resource Management and Organisational Development (HR&OD). The MCI is the geometric mean of normalised indices for each of the six dimensions.

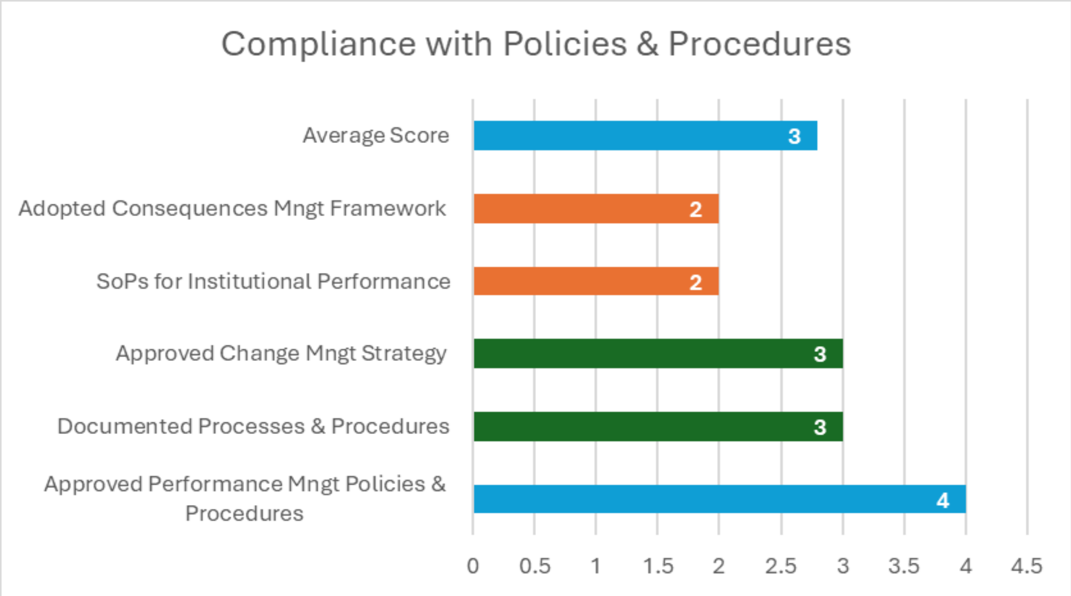
At this stage, only five of the six indexes were assessed, HROD will be integrated into the principal capabilities index at a later stage. The Learning and Development index is assessed by dimensions of Education profiles of elected municipal leaders; Creation of Learning Programmes for Councillors; Internal Development and Implementation of a Learner Management System (LMS). The Labour Relations index is evaluated by Labour Stability; Internal Capacity; Policies and Processes; Record-keeping and Innovation. The IPMS index is measured by Compliance with Policies & Procedures; Governance & Institutional Arrangements; Institutional Performance Management; Compliance with Municipal Business Planning Processes; and Innovation dimensions. Human Capital Capabilities Optimisation is assessed through Agility; Promotion of Innovation; Municipal Resilience; and Human Centeredness dimensions. Good Governance Maturity Index is measured by Inclusive Community Participation, Ethics and integrity management, and Effective Internal Structures and Functionaries. The scores across the indexes are aggregated to provide a full picture of the municipalities' level of capabilities. The indexes scores are interpreted in accordance with the 5-stage model outlined above, to determine the measure of the municipality's capability in the identified capability assessment areas. Municipalities capability maturity levels are then rank ordered in accordance with the scores obtained.

4.4 Municipalities Capabilities Assessment Deployment

The targeted municipalities are engaged prior to the actual data collection to secure their participation in the assessment. SALGA further uses this opportunity to provide all necessary details regarding the assessment and index. The engagement sessions are convened with representatives from different departments of the municipality. To date, a total number of 85 municipalities across all nine (09) provinces have been assessed.

4.4.1 Piloting Phase

The assessment was first piloted in 13 municipalities across 8 provinces during the 2022/23 Financial Year namely City of Tshwane, uMgungundlovu, Cederberg, Prince Albert, Namakwa, Joe Morolong, Rustenburg, Xhariep, Masilonyana, Nketoana, Gert Sibande, Govan Mbeki, and Musina. The assessment was conducted on the following four areas: (L&D), (IPMS), (LR), and (HCCO). An *electronic questionnaire in MS Forms* comprising of 40 questions was administered to the 13 municipalities. The assessment data transformed and analysed using approved SALGA Data analysis tool (in Excel format). The results retained for each dimension and associated indicators were interpreted in the context of the rating scale of 1-5 wherein each rating denotes the degree to which the capability is present in the municipality. The findings were presented in a graphic format and interpreted in the context of the *5-stage capabilities assessment model* adopted by SALGA and as referred to above.



An index was therefore created by rank-ordering the municipalities were then rank-ordered according to their capability maturity levels on each dimension and collectively. *A municipal capabilities assessment report* was then compiled and shared with participating municipalities. The outcomes of the pilot which informed identification support plans driven by SALGA and affected municipalities.

Table 1: Sample of Municipal Index Ranking

No.	Municipality	Score	Descriptor
1	ABC	3	Level 3: The labour relations capability in the municipality is defined as a standard municipal capability that is structured and measurable. The principles are integrated in the municipality.
2	DEF	2	Level 2: The labour relations capability in the municipality is documented sufficiently, applied, and repeatable. Officials understand the principles, but activities occur irregularly.
3	GHI	4	Level 4: The learning and development capability in municipality is well-managed and aligned to municipal processes.

Municipal Capabilities Index Dashboard

The results of the analysis were then transformed into an MS Excel spreadsheet creating a database which was used as input data for the dashboard. Development of the MCI dashboard was commissioned to SALGA Digital. The dashboard is updated annually after the release of each assessment results.

4.4.2 Municipal Capabilities Assessment Index and Assessment Review

The index and assessment are constantly being reviewed to identify ways to continually improve their accuracy and quality. The first for the pilot assessment which was undertaken in the 2022/23 FY was conducted in quarter 1 of the 2023/24 FY. The second review was conducted in the first quarter of 2024/25 Financial Year and the third review was conducted in quarter 1 of the 2024/25 FY. The reviews critically examined all the aspects of the MCA: the indexes, indicators, questions, data collation methods and analysis. The outcomes of the reviews were used to improve implementation of the subsequent assessments, indexes and processes.

SALGA resolved to conduct a MCA and index review in the 2025/26 FY to ensure data consistency, accuracy, and compatibility across different systems, making it easier to analyse, integrate, and share. Converting data into a standard format facilitates accurate decision making, reduces errors and inconsistencies, and overall improvement in the quality of the data.

4.4.3 Phase 1 and 2 Implementation

Phase 1 implementation was conducted during the 2023/24 and 2024/25 Financial Year involving assessment of 24 and 52 municipalities respectively; *see list of assessed municipalities in the table below*. The results of these assessments were analysed and published by applying the same approach that was used during the pilot process. Comprehensive report depicting visual presentation and interpretation of the findings, and recommendations were compiled and approved by SALGA internal structures. The results of the assessments are being used by SALGA to inform support plans designed to address capabilities gaps identified. Implementation of the support plans by SALGA and the affected municipalities is being monitored to track progress against established targets and objectives. An MCI monitoring tool has been established in this regard.

83 Assessed municipalities 2022/23 – 2024/25 FY

EC	FS	GP	KZN	LP	MP	NC	NW	WC
Walter Sisulu LM	Xhariep District	COT	uMgungundlovu	Musina	Gert Sibande District	Namakwa District	Rustenburg LM	Cederberg LM
Chris Hani DM	Masilonyana LM	Lesedi LM	Msunduzi LM	Greater Letaba LM	Govan Mbeki LM	Joe Morolong LM	Kgetlengrivier LM	Prince Albert LM
Nelson Mandela Metropolitan	Nketoana LM	Midvaal LM	uMhlathuze LM	Waterberg DM	Bushbuckridge LM	Dawid Kruiper LM	City of Matlosana LM	Matzikama LM
Rand West City LM	Mangaung Metro	Merafong City LM	uMzinyathi DM	Ephraim Mogale LM	Ehlanzeni	Pixley ka Seme DM	Lekwa - Teemane LM	Witzenberg LM
Raymond Mhlaba	Tswelopele LM		Okhahlamba LM	Vhembe DM	Nkomazi	Umsobomvu LM	Madibeng LM	Garden Route DM
Winnie Madikizela-Mandela LM	Metsimaholo LM		King Cetshwayo DM	uMsobomvu	Mbombela	Gamagara LM	Ngaka Modiri Molema DM	Drakenstein LM
Dr Beyers Naude LM	Lejwelephutswe DM		Maphumulo LM	Ba-Phalaborwa LM	Thaba Chweu	John Taolo - Gaetsewe DM	Naledi LM	Knysna LM
OR Tambo DM	JB Marks LM		Nkangala DM	Greater Tzaneen LM	Dr JS Moroka LM	Sol Plaatjie LM	Richtervеld LM	Kouga LM
Beaufort West LM	Moqhaka LM		uPhongolo LM	Polokwane LM	Emakhazeni LM	ZF Mgcawu DM		Oudtshoorn LM
	Ngwathe LM		Victor Khanye LM	Elias Motsoaledi LM	Emalahleni LM	Hantam LM		Mossel Bay LM
	Nala LM		uMzumbe LM	Collins Chabane LM	Steve Tshwete LM			Central Karoo DM
	Phumelela LM				Thembisile Hani LM			

Phase 3-5 Implementation

SALGA intends to further roll-out the municipal capabilities assessment as follows:

No	Financial Year	Number of Municipalities	Cumulative Number of Municipalities Assessed
1.	2025/2026	38	121
2.	2026/2027	38	159
3.	2027/2028	38	197

The following activities have been concluded to date and will be shared with the successful bidder:

1. Target municipalities for the 2025/26 Financial Year have been sampled
2. Municipalities engagement letters have drafted
3. Assessment questionnaire (in MS Excel and MS Word format) has been reviewed and refined.
4. Data analysis tool has been approved
5. MCI dashboard template

SALGA intends to undertake a further roll-out of the assessment to a broader audience to ensure research rigour. Research rigour refers to the thoroughness, care, and precision with which a research study is conducted, and a commitment to producing reliable and meaningful findings ensuring its quality and trustworthiness. According to some researcher, without rigor, research can be considered worthless, inaccurate and / or unreliable.

It should be noted that the number of target municipalities increases during each assessment year compared to the previous assessments, denoting an increased amount of workload relative to existing SALGA capacity. Human capacity constraints inhibit SALGA's ability to meet the growing assessment and index demands. *It is in light of the above, that SALGA wishes to appoint an implementation partner to support the assessment implementation for the duration of 39 months from the date of appointment. The capability assessment and index outputs for 2022/23, 2023/2024, 2024/25 serve as a baseline.*

5. SCOPE OF WORK

To roll-out the Municipal Capabilities Assessment in the areas of Learning and Development, Labour Relations, Human Capital Capabilities Optimisation, Institutional Performance Management and Good Governance, for a period of 39 months (*from the date of appointment*). Simultaneously, the scope of work entails conceptualizing, piloting and implementing a new assessment area (Service Delivery Index). The following proposed annual targets will expand the coverage of the Municipal Capabilities Index and lead to a more saturated sample to better inform SALGA support:

No	Financial Year	Number of Municipalities	Coverage (%)
1.	2025/2026	38	47%
2.	2026/2027	38	62%
3.	2027/2028	38	77%

The service provider is required to provide post-delivery support for an extended period of not more than 3 months to respond to any emerging issues.

Bidders are required to develop a comprehensive proposal outlining a detailed approach, methodology, detailed project implementation plan and budget for the duration of this assignment, in response to the scope of work as follows.

5.1 Specific Objective

The specific objectives of the assignment are outlined below:

- Deploy the Municipal Capabilities Assessment to the targeted municipalities as follows

5.1..1 Pre-engagements

a) Leading the pre-engagements with the target municipalities and secure their participation.
b) Convene engagement workshops with the target municipalities (could be virtual / in person)
c) Brief the municipalities about the municipal capabilities assessment and index.
d) Workshop the assessment questionnaire.

5.1..2 Data Collection

a) Administer the assessment questionnaire to all participating municipalities by facilitating its accurate completion by the municipalities
b) Review and refinement of the data collection instrument

5.1..3 Data Analysis

a) Undertake analysis of all the collected data. This process will entail data preparation, cleansing and transformation by applying already approved data analysis approach and methodology.
b) Creation graphic representation of the results for all the dimensions and indicators under each assessment area or index.
c) Undertake interpretation and discussion of the findings.

5.1..4 Report Writing

a) Produce a consolidated report outlining the assessment approach and methodology.
b) Produce a report depicting graphical representation and discussion for all assessed municipalities including recommendations for improvement.
c) Produce nine (09) separate reports presenting the results of each province for all assessment areas/indexes.

5.1..5 Dissemination of the findings

a) Develop summary presentations per province to share assessment findings with participating municipalities. In collaboration with SALGA, conduct feedback workshops with all participating municipalities to present the assessment results.

b) Use the results of the assessment to develop the Municipal Capabilities Assessment database using SALGA's approved template for updating the MCI dashboard.

5.1..6 Project Progress Meetings

a) Present on a regular basis, progress update of the findings of the assessment to SALGA internal structures inclusive of the Project Steering Committee, Project Reference Group, Provincial Working Groups and National Working Group (as per the schedule of meetings).

5.2 Development of Service Delivery Index

a) Conceptualise the Service Delivery capability assessment area focusing on other essential municipal functions, such as trading services and revenue management (including water, electricity, and waste management), in consultation with SALGA business units.

b) Pilot the Service Delivery Index as part of the Municipal Capabilities Assessment in selected municipalities

c) Deploy the Service Delivery Index as a consolidated assessment area of the Municipal Capabilities Assessment

5.3 Skills Transfer

The service provider must embed a capacity building plan throughout the appointment to ensure skills and knowledge transfer to SALGA officials.

6. DELIVERABLES

6.1 Expected Deliverables from this Project for the duration of appointment

The following minimum deliverables from this project are expected:

- Inception report outlining, amongst others, a detailed approach, methodology, detailed project implementation plan for the duration of this assignment.
- Conceptual framework for the Service Delivery Index, identifying the indicators and dimensions with clear justification for their selection and relevance.
- Metadata for all Municipal Capabilities Indexes and associated indicators.
- Monthly and quarterly progress reports outlining progress update regarding the pre-engagement processes, data collection, data analysis, report writing, and dissemination of the results.
- Consolidated annual report presenting the assessment approach and methodology.
- Consolidated annual report presenting the assessment results for all assessed municipalities.

- Nine (09) annual provincial reports and associated presentations presenting the assessment results for all assessed municipalities within the respective provinces
- Annual MCI dashboard database in MS Excel format, presenting quantitative results of the assessment.
- Annual transformed dataset covering all data transformation layers.
- Annual progress report detailing amongst others the work against the approved project implementation plan, overall successes and failures, lessons learned, recommendations for future projects of this nature, etc.
- Final project close-out report detailing amongst others the work against the approved project implementation plan, overall successes and failures, lessons learned, recommendations for future projects of this nature, etc.
- All reports shall be written in English and all reports, files, notes, electronic files, and documents shall be structured, formatted, and completed according to the requirements as agreed with SALGA.

7. PROJECT TIMELINES

7.1 The project is expected to kick-off around November 2025, subject to procurement processes.

Financial Year	Start Date	End Date
1	Date of appointment 2025	March 2026
2	April 2026	March 2027
3	April 2027	March 2028, plus 3 months post-delivery support

The service provider/s should produce an activity-based plan as part of the project implementation plan indicating the milestones against the deliverables as outlined in item 6 above.

8. BIDDER REQUIREMENTS

8.1 SKILLS AND EXPERTISE OF THE TEAM

- The bidder should clearly specify the **type and number of specialists / fieldworkers** expected to be part of the team, their **qualifications, experience and expertise and their individual roles and responsibilities** in respect of the project (**relevance**).
- Demonstrate experience in projects of similar nature (project/s type, duration and entity)
- Understanding of the Local Government sector
- The team leader must have no less than 10 years' experience in project management, research, data analysis and/ or related fields.

- The specialist team members must have relevant post-matric educational qualifications, with no less than 5 years' experience in research, data analysis and/or related fields.

8.2 GENERAL SKILLS AND ATTRIBUTES

It is important that team members proposed by the bidder exhibit the following skills and attributes:

a) Are team players and analytical and lateral thinkers;
b) Have excellent communication skills with the ability to listen and learn;
c) Have good facilitation skills for strategic thinking, problem solving, and stakeholder management in complex situations;
d) Have the ability to work under consistent and continuous pressure from varied sources, yet be able to maintain composure and a supportive approach; and
e) Have excellent computing skills including detailed knowledge and use of: Word, Excel, Power Point, Microsoft Project or similar compatible software.

8.3 APPOINTMENT, COMMENCEMENT AND DURATION

The appointed bidder is anticipated to commence work immediately upon appointment for a duration of 39 months including three (03) months post-delivery support.

8.4 MINIMUM REQUIREMENTS FROM THE BIDDER(S)

- Bidders must submit a responsive proposal in accordance with these terms of reference and the minimum requirements outlined under sections 6 - 8 above.
- Bidders must provide certified copies of educational qualifications, certificates and ID for all the proposed team members as proof of educational qualifications not older than 6 months.
- Failure by a bidder to comply with the above minimum requirements will lead to disqualification.

8.5 DESCRIPTION AND EXTENT OF WORK (PROJECT MANAGEMENT)

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.

8.6 DESCRIPTION AND EXTENT OF WORK (PROJECT MANAGEMENT)

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 bidders shall work with the Project Lead Official from SALGA Research, Knowledge Management and Information Analysis portfolio to agree on the scope of work, deliverables and signing of the SLA.

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.

Quality assurance reviews of the work

The bidder shall ensure that all work conforms to the required quality assurance standards.

Monitoring progress of assignments

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

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 bidder.

The parties shall, upon appointment of the bidder, 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.

- 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.

9. INSTRUCTION TO BIDDERS

9.1 General Instructions

This document constitutes a Request for Proposal (RFP), which specifies SALGA's requirements to develop and or create a virtual reality training platform. 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.

9.2 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.

9.3 Questions During Proposal Process

Any enquiries regarding this RFQ should be directed to Lucky Nkomo, SCM Buyer: Acquisition Management SCM at Lnkomo@salga.org.za, located at the SALGA National Office – 012 369 8000. Questions will only be taken up to four days prior the closing date.

Bidders finding apparent discrepancies or omissions in the RFP should notify Supply Chain Management at scm@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 RFQ 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 11:00 am, ***Ten*** business days prior to RFP closing without providing an extension of time.

9.4 Submission of Proposal

Submit Three hard copy of the proposal, in sealed envelope; together with an electronic version in a (labelled) USB flash drive or memory stick and clearly marked, in sealed opaque envelopes as well an electronic version (of the proposal and budget cost) in a USB flash drive or memory stick clearly marked "BID SALGA/08/2025 :SOUTH AFIRCAN LOCAL GOVERNMENT ASSOCIATION HEREBY REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF AN IMPLEMENTATION PARTNER TO SUPPORT SALGA ROLL-OUT THE MUNICIPAL CAPABILITIES ASSESSMENT AND DEVELOP THE MUNICIPAL CAPABILITIES INDEX (MCI) FOR A PERIOD OF 39-MONTHS.", addressed to:

Late submissions will not be accepted.

Bidders remain solely responsible for the method of conveyance of their proposal to the receiving point.

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 shall be stipulated sums without escalator clauses or other qualifications.

9.5 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.

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.

9.6 Termination of Contract

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

- the winning bidder fails to perform in accordance with the specified service requirements as set out in the RFP;
- the winning bidder fails to provide project deliverables as defined above without written explanation.
- the winning bidder otherwise violates the provisions of the RFP to a substantial degree.

9.7 Liability

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

9.8 Important Dates

***26 September** 2025* – Non-compulsory briefing session @10H00 AM to 11:00 AM

***10 October** 2025* - Last day for questions

***21** October 2025* - Proposal submissions due 11H00 AM

10. CONDITIONS OF BID (FAILURE TO MEET ANY OF THE REQUIREMENTS BELOW MAY RENDER YOUR BID PROPOSAL NON-RESPONSIVE)

10.1 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.**

10.2 A contract will be signed with the appointed Service Provider.

10.3 The Service Provider will be required to sign confidentiality and indemnity agreements with SALGA.

10.4 SALGA may at its own discretion vary an instruction to include more work.

10.5 Failure to comply with any condition of this request for a proposal will invalidate respective tender proposal

10.6 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.

10.7 SALGA reserves the right to request new or additional information regarding each bidder and any individual or other persons associated with its project proposal.

10.8 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.

10.9 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.

10.10 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.

10.11 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.

10.12 Bidders are advised that submission of a project proposal gives rise to no contractual obligations on the part of SALGA.

10.13 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.

10.14 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.

10.15 All returnable bid documents must be completed in full and submitted together with the bidder's proposal.

10.16 SALGA will not be liable for costs incurred during the site visits or any other cost related to the submission of the bid.

10.17 Completion of the Standard Bidding Documents stated herein below is <u>mandatory</u>, failure to do so may render your bid offer invalid.

10.18 Standard Bidding Forms

10.18.1 Invitation to bid

Form SBD 1 - 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.

10.18.2 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.

10.18.3 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.

11. EVALUATION

For the purpose of comparison and to ensure a meaningful evaluation, bidders must submit detailed information in substantiation of compliance with the evaluation criteria mentioned below. The bidder/s will be evaluated in three phases as stated below:

Phase 1	Pre-Compliance check on Mandatory requirements
Phase 2	Technical Functionality
Phase 3	Price and BBBEE Status Level contribution

PHASE 1: MANDATORY REQUIREMENTS FOR THE BIDDER

a. The prospective bidder must be registered on Central Supplier Database (CSD) before submitting bids.

NB: Failure to adhere to the Mandatory requirements above will automatically disqualify your bid/s and will not proceed to Phase 2.

PHASE 2: TECHNICAL FUNCTIONALITY

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
Very poor response based on expected standard	1
Poor response based on expected standard	2
Average response based on expected standard	3
Good response based on expected standard	4
Excellent response based on expected standard	5

Points Breakdown:

RITERIA FOR FUNCTIONALITY	SCORING	EVIDENCE	WEIGHT
Company Profile: **The profile** of the service provider must include **company background**, **organizational experience and competencies** providing an indication of how the above will enhance successful completion of the assignment (outlining technical relevance and understanding of the local government sector). A list of **relevant projects (e.g., indexing, primary data collection, survey design in the public sector) undertaken** previously or ongoing. The projects must clearly **demonstrate the nature and size** of the project, **indicating the role of the service provider in the particular project.** (with contact details of references provided).	No relevant response or information given to enable evaluation = 0 point **1 point** = ***No*** company profiles, and provision of 1 ***directly or indirectly relevant project*** as example **2 points = A** company profile, and provision of ***2 indirectly relevant projects*** as examples, with ***limited clarification of the nature of relevance*** to the assignment **3 points = A** company profile, and provision of ***2 directly relevant projects as examples,*** with the ***nature of relevance clearly outlined*** **4 points = A** company profile, and provision of ***3 directly relevant but diverse projects*** as examples with the ***nature of relevance clearly outlined*** **5 points =** A company profile, and provision of ***more than 3 directly relevant but diverse projects*** as examples with the ***nature of relevance clearly outlined***	A tabulated list of projects undertaken (nature and size), articulating ***how each project is relevant to the current assignment scope and/or requirements*** Provision of company contact details in which the service was provided. The list of projects sequenced in line with the tabulated list	**10**
Team skills and expertise: ▪ Number of specialists / fieldworkers proposed to be part of the team.	**0 points =** No relevant response or information given to enable evaluation	A **table** outlining: ▪ Proposed team members & number,	**35**

RITERIA FOR FUNCTIONALITY	SCORING	EVIDENCE	WEIGHT
▪ Team qualifications and expertise ▪ Team roles and responsibilities **in respect of the project** ▪ Team leader must be in a possession of post graduate qualification in a relevant field. This may include but not limited to proficiency in the combination of project management, quantitative & qualitative research, statistics, data & information management, data analysis, data visualisation software, and report writing etc.	**1 point =** Inadequate expertise with irrelevant qualifications, experience and expertise = **2 points =** Inadequate expertise with directly relevant qualifications, experience and expertise **3 points =** Adequate and diverse expertise with relevant qualifications, experience, and expertise and their relevance to the assignment outlined **4 points =** Adequate and diverse expertise with relevant qualifications, experience, and expertise and their relevance to the assignment outlined and proposed innovative utilisation of the resources **5 points =** Highly technical and specialised, adequate, and diverse expertise with relevant qualifications, experience, and expertise and their relevance to the assignment outlined and proposed innovative utilisation of the resources	▪ Team qualification/s. ▪ Team years of experience ▪ Team's expertise. ▪ Each team member's role and responsibilities in relation to the assignment. ▪ Team members' CVs uploaded on a separate folder and numbered according to the tabulated list.	
Report writing and communication Clear and professionally written reports with examples of data visualisation of the findings, interpretation and recommendations	**0 points =** ***No report provided*** as example = **1 point =** One or more reports provided as examples but demonstrating ***poor report writing skills*** **2 points =** More than 1 reports provided as examples ***but the content is irrelevant*** to the current assignment **3 points =** More than 1 reports provided as examples demonstrating ***average report writing skills*** (graphic representation of the data, analysis, interpretation and discussion of the results) **4 points =** More than 1 reports provided as examples	***A tabulated list of reports*** provided as examples accompanied by a ***link or folder to the reports*** sequenced in line with the table list	**10**

RITERIA FOR FUNCTIONALITY	SCORING	EVIDENCE	WEIGHT
	demonstrating **advance report writing skills** (graphic representation of the data, analysis, interpretation and discussion of the results) **5 points** = More than 1 reports provided as examples demonstrating ***exceptional report writing skills***		
Methodology, approach, and project plan A comprehensive methodology, approach, and project plan outlining how each of the various aspects of the requirements outlined in ***sections 6 - 8*** will be addressed for the duration of the project, timelines and cost implications.	**0 points =** No relevant response or information provided to enable evaluation **1 point =** Methodology, approach, and project plan **do not address all essential aspects** of the requirements as set out in section 9, provides a high level or extremely limited description of the methodology and approach **(what)** **2 points =** Methodology, approach, and project plan **address all essential aspects** of the requirements as set out in section 9, **but it is lacking in detail** (very high-level description – not addressing **what**, **how**, and **why** aspects) **3 points =** Methodology, approach, and project plan **comprehensively address all aspects** of the requirements as set out in section 9 **(what, how, why, outcomes)** **4 points =** Methodology, approach, and project plan **comprehensively address all aspects** of the requirements as set out in section 9 **(what, how, why, outcomes) identifies risks and risk mitigation measures** **5 points =** Methodology, approach, and project plan **comprehensively address all aspects** of the requirements as set out in section 9 **(what, how, why,**	A clear and comprehensive proposal addressing all essential elements of the requirements and methodological aspects, risk and mitigation measures, and innovation, linkages in the value chain identified and each of the elements separated from one another and numbered accordingly.	**30**

RITERIA FOR FUNCTIONALITY	SCORING	EVIDENCE	WEIGHT
	outcomes) identifies risks and risk mitigation measures and innovation		
Proficiency in data analytics tools The proposal must demonstrate what data analytic tools can be used for the project and indicate the level of proficiency of the project team to utilise those tools. For e.g. MS Excel, PowerBI, Tableau, Data wrapper, QlikView	**0 points =** No relevant response or information given to enable evaluation **1 point =** Data analytics **proficiency is basic and not suitable** to the requirements of the scope of work **2 points =** Data analytics proficiency is intermediate, **but the examples of similar undertakings are very high level** **3 points =** Data analytics proficiency is intermediate with **comprehensive details about similar past/current projects** **4 points =** Data analytics proficiency is **advanced** with **comprehensive details about similar past/current projects and a capacity building plan** **5 points** = Data analytics proficiency is advanced with **comprehensive details about similar past/current projects and capacity building plan, and innovative approach**	A proposal demonstrating how the service provider will use data analytic tools, techniques and processes to respond to the scope of work and providing examples or evidence of similar undertaking/s in the past (e.g. dashboard, demo, screenshots etc.)	**15**
Minimum threshold			70
Total			100

NB: Bidders who score 70 (average) points and above will be considered in phase 3 of the evaluation.

PHASE 3: PRICE AND BBBEE STATUS LEVEL CONTRIBUTION

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 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 tender:

The maximum points for this tender are allocated as follows:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	10
2	9
3	7
4	6
5	4
6	3
7	2
8	1
Specific Goals	
SMME's	4
100% Black Women owned	3
100 % Youth	3
Total Points	20

Phase 3 of evaluation will include the sum of the two criterions below:

CRITERIA	WEIGHT
Price	80
B-BBEE status level of contribution	10
Specific Goals	10
TOTAL	100

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

12. 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 BYCHAIRPERSON: BID SPECIFICATION COMMITTEE

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

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 any thing 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 supplies 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 represented by the cost of components, parts or materials which 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 supplies 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 bidding documents.

1.21 “Purchaser” means the organization 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 "Written" or "in writing" means handwritten 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, 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 supplies, 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 non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

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.

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 in SCC.

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 supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

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

8.6 Supplies 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 supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies 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 supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies 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 23 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 and 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, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

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 in the SCC.

12. Transportation

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

13. Incidental services

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

(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 in SCC, 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 in SCC.

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 in SCC 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 in SCC, 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 in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment 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 in SCC.

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 authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

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 contracts 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 contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 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 supplies are required, or the supplier's services are not readily available.

21.5 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 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies 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 intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, 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 Accounting Officer / Authority 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 person's name be endorsed on the Register for Tender 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. Anti-dumping 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 subsidized 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 favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies 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 his delay in performance or other failure to perform his 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 his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 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.

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 in SCC.

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 the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 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 (or bid rigging).

34.2 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 the Competition Act No. 89 of 1998.

34.3 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.

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	SALGA/08/2025	CLOSING DATE:	21 OCTOBER 2025	CLOSING TIME:	11:00
DESCRIPTION	BID NO: SALGA/08/2025 - SOUTH AFRICAN LOCAL GOVERNMENT ASSOCIATION HEREBY REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF AN IMPLEMENTATION PARTNER TO SUPPORT SALGA ROLL-OUT THE MUNICIPAL CAPABILITIES ASSESSMENT AND DEVELOP THE MUNICIPAL CAPABILITIES INDEX (MCI) FOR A PERIOD OF 39-MONTHS				

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON		CONTACT PERSON	
TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS		E-MAIL ADDRESS	

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					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	
[AN UPDATED CSD REPORT MUST BE SUBMITTED IN ORDER TO QUALIFY FOR SPECIFIC GOALS AT PPPFA EVALUATION					
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 THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
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 REGISTER AS PER 2.3 BELOW.	

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	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 IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

2.	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 VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER: ……………………………………………

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……………………………………………
(Proof of authority must be submitted e.g., company resolution)

DATE: …………………………………………...

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: ……………………………………………………………………BID NO.: SALGA/08/2025

CLOSING TIME 11:00 ON 21 OCTOBER 2025

OFFER TO BE VALID FOR …120…DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF VALUE ADDED TAX

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of VAT for the project. R……………………………………………………

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

PERSON AND POSITION	HOURLY RATE	DAILY RATE
--	R----------------------------	--------------------------------
--	R----------------------------	--------------------------------
--	R----------------------------	--------------------------------
--	R----------------------------	--------------------------------
--	R----------------------------	--------------------------------

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

--	R----------------------------	------------------------ days
--	R----------------------------	------------------------ days
--	R----------------------------	------------------------ days
--	R----------------------------	------------------------ days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
--	………………	……………..	R………………..
--	………………	……………..	R………………..
--	………………	……………..	R………………..
--	………………	……………..	R………………..

TOTAL: R………………………………………………

Quotatio No.: ……………………………………

Name of Bidder: ……

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
--	……………….	……………..	R………………..
--	……………….	……………..	R………………..
--	……………….	……………..	R………………..
--	……………….	……………..	R………………..

TOTAL: R…………………………………………………

6. Period required for commencement with project after acceptance of bid ………………………………………………………………

7. Estimated man-days for completion of project ………………………………………………………………

8. Are the rates quoted firm for the full period of contract? ………………………………………………………………

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. ………………………………………………………………

………………………………………………………………

………………………………………………………………

………………………………………………………………

Any enquiries regarding bidding procedures may be directed to the –

Lucky Nkomo
SALGA
Menlyn Corporate Park
Block C, Ground Floor
175 Corobay Avenue
c/o Garsfontein and Corobay Avenue
Waterkloof Glen

Tel: (012) 369-8000
scm@salga.org.za

Or for technical information –

Ms. Nomsa Ngwenya
scm@salga.org.za

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	**Identity Number**	**Name of State institution**

2.2 Do you, or any person connected with the bidder, have a relationship

1 the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:
……………………………………………………………………………………
……………………………………………………………………………………

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:
…………………………………………………………………………….
…………………………………………………………………………….

3 DECLARATION

I, the undersigned, (name)……………………………………………………………………. in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;
3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
3.3 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 consortium2 will not be construed as collusive bidding.
3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
3.4 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.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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2 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.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

………………………………	…………………………………………
Signature	Date
………………………………	…………………………………………
Position	Name of bidder

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

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

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

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1. GENERAL CONDITIONS

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

- 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 **To be completed by the organ of state**

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 90/10 preference point system.

b) The applicable preference point system for this tender is the 80/20 preference point system.

c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

B-BBEE Status Level of Contributor	Number of points (80/20 system)	Number of points (90/10 system)
1	10	5
2	9	4
3	7	3

4	6	2
5	4	1
6	3	0
7	2	0
8	1	0
Specific Goals		
SMME's	4	4
100% Black Women owned	3	3
100 % Youth	3	3
Total Points	20	10

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, 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 tenderer, either before a tender 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) **"tender"** 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 tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered 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) **"tender 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).

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**

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

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmin	=	Price of lowest acceptable tender

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**

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

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 tender. For the purposes of this tender the tenderer 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 tender:

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 tender documents, stipulate in the case of—

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender 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 tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer 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)
SMME's	4	4		
100% Black Women owned	3	3		
100 % Youth	3	3		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm……………………………………………………………………….

4.4. Company registration number: …………………………………………………………...

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering 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) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

……………………………………….

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ………………………………………………………

DATE: ………………………………………………………

ADDRESS: ………………………………………………………