

# RFP NO. HEAT ACTION PLAN

Closing date and time: 22 September 2025 at 11:00

Validity Period: 90 days

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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. SALGA is managed within the framework of the Public Finance Management Act (Act 1 of 1999) and is listed as a schedule 3A public entity.

#### 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. 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:

- a) 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.
- b) 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.
- c) 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.
- d) 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
- e) 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.
- f) 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.

#### 3. PURPOSE OF THIS REQUEST

The South African Local Government Association (SALGA) seeks to appoint a suitably qualified service provider to design and implement a heat public awareness campaign for the Gauteng Heat Action Plan and Early Warning Systems.



#### 4. BACKGROUND

Climate change and rapid urban development are making cities hotter, and South African cities are already experiencing a strong urban heat island effect, with some neighbourhoods up to 6°C hotter than nearby rural areas. By 2050, the number of hot days per year could increase six-fold, posing significant challenges for city leaders in terms of health, economic stability, and infrastructure resilience. Recognizing these risks, metropolitan municipalities have taken proactive steps to integrate extreme heat mitigation into their climate action plans and core city operations and budgets.

To lead this effort in Gauteng, SALGA GP, the World Bank's City Resilience Program in partnership with the South African National Treasury Cities Support Programme and support from the Swiss State Secretariat for Economic Affairs, has established the 'Gauteng City Region Heat Action Plan and Early Warning System Working Group', bringing together a diverse range of stakeholders to promote collaboration and coordination across sectors.

The Working Group is likened to a "Bring and Braai", where each agency contributes its expertise, resources, and perspectives to co-develop a comprehensive Heat Action Plan (HAP) and Early Warning System (EWS) for the Gauteng City Region, integrating short- and long-term interventions to prevent avoidable deaths and illnesses, economic losses and infrastructure disruptions. The HAP and EWS aims to build institutional resilience, strengthen coordination across the cities of Johannesburg, Ekurhuleni and Tshwane, and implement targeted interventions to reduce heat risks.

One of the four central pillars of the HAP is a public awareness and messaging campaign that enhances public understanding of heat-health risks, promotes life-saving actions, and ensures that communication is clear, timely, and targeted to those most at risk.

This assignment will support the Gauteng HAP partners in designing and implementing the heathealth campaign, including strategic communications, material development, stakeholder engagement, and behaviour change advocacy.

### 5. Key Objectives

The overall objective of this assignment is to design and implement a multi-channel, medically informed and community-driven public heat-health awareness campaign, aligned with the Gauteng Heat Action Plan for the summer of 2025-26, to:

- 5.1 Develop a communication and outreach strategy with key messages, target groups, delivery channels, and engagement approach;
- **5.2** Produce a suite of communication and messaging toolkits tailored to various audiences, vulnerable groups and high-risk settings;
- 5.3 Coordinate the implementation of awareness campaigns before and during the summer season (in particular during extreme heat events);
- 5.4 Facilitate stakeholder engagement and ensure institutional capacity is built throughout the assignment, enabling municipalities and key institutions to deliver targeted messages during and after the completion of the assignment;
- 5.5 Monitor the effectiveness of the campaign and deliver a final impact report and knowledge products.



#### 6. SCOPE OF WORK

The consultant is expected to provide the following activities:

### Activity 1: Development of Communication & Outreach Strategy

#### The consultant will:

- Review existing public messaging and communication campaigns on heat-health in Gauteng.
- Map and select target audiences (e.g., informal settlement residents, schools, clinics, outdoor workers); and
- Develop a communication strategy and messaging framework, including:
  - Key messages and behaviour change calls to action.
  - Identify communication channels (radio, social media, community platforms, etc.).
  - Outline timelines for pre-season and in-season roll-out.
  - Define institutional roles and partnerships for message dissemination.

Deliverable	Requirements
D1: Inception Report &	A report delivered to the SALGA and World Bank teams summarising:
Communication Strategy	<ul> <li>a) Findings from the baseline review and stakeholder mapping.</li> <li>b) A communication and outreach strategy outlining target audiences, messaging framework, communication channels, timeline, and institutional responsibilities.</li> </ul>

#### Activity 2: Campaign Design & Material Development

#### The consultant will:

- Design a portfolio of creative, medically informed communication materials and tools, including infographics, flyers, posters, social media content, videos, etc.;
- Focus messaging on vulnerable groups and high-risk settings (e.g., elderly, children, informal settlements, schools, clinics, workplaces);
- Develop content in multiple accessible formats and local languages; and
- Ensure alignment with behaviour change theory and national/international health guidance.

1	Deliverable		Requirements
	D2:	Communications	A toolkit delivered to the SALGA and World Bank teams comprising:
	Toolkit		<ul> <li>a) Portfolio of campaign materials and messages tailored to different target groups and settings.</li> <li>b) Messaging guide for municipal and community partners.</li> <li>c) All materials in multiple languages and accessible formats, provided in editable design files.</li> </ul>



# Activity 3: Implementation of Awareness Campaigns

#### The consultant will:

- Roll out the awareness campaign through various channels aligned with seasonal timing (i.e., before and during the summer season);
- Collaborate with local governments, healthcare facilities, schools, workplaces, civil society and other partners to support implementation;
- Implement timed campaigns aligned with heatwave early warning alerts; and
- Provide technical assistance to local partners to ensure effective message delivery.

Deliverable	Requirements
D3: Campaign	A summary report delivered to the SALGA and World Bank teams
Implementation Summary	outlining:
Report	<ul><li>a) Summary of launch activities across platforms.</li><li>b) Media outputs, photos, reach and engagement data.</li><li>c) Stakeholder feedback</li></ul>

# Activity 4: Monitoring, Evaluation & Final Reporting

#### The consultant will:

- Track and analyse campaign performance, including reach, audience, media coverage and behavioural outcomes;
- Facilitate a final learning workshop with key stakeholders to reflect on the campaign and support capacity-building;
- Provide recommendations and practical tools to support institutionalisation of future seasonal campaigns; and
- Package all materials and knowledge products in formats for future use.

Deliverable	Requirements		
D4: Final Report & Knowledge Products	A final report delivered to the SALGA and World Bank teams, with an accompanying stakeholder workshop, summarising:		
	<ul> <li>a) Campaign analytics (reach, engagement, coverage, and behavioural outcomes);</li> <li>b) Lessons learned and key insights;</li> <li>c) Recommendations for future seasonal campaigns and institutional adoption;</li> <li>d) All final knowledge products and communication assets in editable formats</li> </ul>		



#### 7. PROJECT DELIVERABLES

### 7.1 Integrated deliverable Work Plan

The successful Service provider must ensure completion of all deliverables within the stipulated timeframe of eight (8) months. To optimise efficiency, some activities will run concurrently while ensuring quality and alignment with stakeholders.

Activities	Key Deliverables	Timelines
Activity 1: Development of a Communication and Outreach Strategy	Inception Report & Communication Strategy	Month 1
Activity 2: Campaign Design and Material Development	Communications Toolkit	Month 2-3
Activity 3: Implementation of Awareness Campaigns	Campaign Implementation Summary Report	Month 4-8
Activity 4: Monitoring, Evaluation and Final Reporting	Final Report & Knowledge Products	Month 4-8

# 7.2 Skills Required and Service Provider Competencies

The selected consultant (or team) should demonstrate extensive experience in public health communication, behaviour change, and community-driven awareness campaigns, particularly within the South African context.

## 7.2.1 Required Qualifications

The consultant or team must meet the following minimum qualifications and work experience criteria:

- a) Minimum 10-15 years of experience in communication, advocacy, or health promotion, preferably within climate change or public health sectors.
- b) Demonstrated experience in designing and implementing public awareness and behaviour change campaigns.
- c) Proven ability to manage multi-channel communication strategies (radio, social media, print, in-person outreach, etc.) in urban or low-resource settings.
- d) Experience with media engagement, including PR, press releases, media partnerships and working with journalists or influencers.
- e) Strong understanding of South African public health systems, local government structures, and intergovernmental coordination processes.
- f) Experience in developing partnerships with key stakeholders, such as healthcare providers, patient groups, and policymakers.
- g) Track record in developing strategic communication tools and knowledge products (e.g., toolkits, guides, policy briefs) for different institutional and public audiences.
- h) Demonstrated experience in working with or alongside municipalities, civil society organisations, healthcare institutions, and development partners.

- i) Proven ability to develop knowledge products and multilingual campaign materials.
- j) Capacity to support and build institutional communication skills for future campaign sustainability.
- k) Access to a multidisciplinary team that includes communication strategists, designers, public health experts, behaviour change specialists, and stakeholder engagement facilitators.

# 7.2.2 Preferred Competencies

- a) Excellent writing, visual design and storytelling capabilities.
- b) Experience tailoring messages to a variety of cultural, linguistic, and socioeconomic contexts.
- c) Familiarity with extreme heat, climate adaptation, or environmental health communication is strongly preferred.
- d) Familiarity with campaign design for low-resource or informal settings.
- e) Capacity to deliver content in English and all local languages within Gauteng.
- f) Experience incorporating participatory approaches and user-testing in communication material development.
- g) Ability to embed light-touch monitoring and evaluation approaches into communication strategies, including audience engagement tracking and feedback loops.

# 7.2.3 Additional Requirements

- a) **Proven track record**: The service provider must submit at least three (3) references and summarised case studies from similar projects.
- b) **Technical Proposal:** The provider should submit a detailed methodology, project plan, and timeline to demonstrate how they will deliver within eight months.
- c) Legal Compliance: The provider must be registered, compliant with tax regulations, and able to operate in South Africa.
- d) Technology Proficiency: Experience using data visualisation tools, and digital stakeholder engagement platforms will be an advantage.

#### 8. CONTENT OF PROPOSAL

The proposal should, at a minimum, include:

- 8.1 All relevant perceived strengths and weaknesses of the firm bidding for the service, e.g. similar previous experience, in-house skills, etc; providing information which will assist SALGA to assess its capabilities, competitive advantages, etc.
- 8.2 Summary of the Service provider's mission statement, the vision statement, values and long-term strategies and objectives as comprehensively as possible.
- **8.3** List of references for previous and current appointments relevant to the required services; examples of such services' capabilities and experience and more specifically the number and size of organisations where service is rendered in specific sectors in government and areas of expertise.
- 8.4 An organogram or list of partners, managers, specialists, together with the curriculum vitae of the staff who will be available for the duration of the work; any staff changes regarding staff allocated to SALGA must be done in consultation with the Project Manager representing the

organisation. The successful Service provider should provide experienced specialists relevant to the required services.

- 8.5 A breakdown of the tariff, VAT inclusive, per category as required for services rendered. Expenditure incurred without the prior approval of SALGA will not be reimbursed. An analysis of costs must be given to cover the full amount, and where possible, costs should be linked with specific tasks to be undertaken. All other incidental costs should be included in the budget breakdown.
- 8.6 In so far as it is possible, a comprehensive budget, showing the service of activities proposed, with charge-out rates and budgeted hours per activity, detailing all assumptions made in arriving at a proposed budget, including all cost factors such as travelling.
- 8.7 The remuneration framework of consultants shall take the following into consideration:
  - a) The "Guidelines on Fees for Audits done on behalf of the Auditor-General of South Africa (AGSA)" as issued by the South African Institute of Chartered Accountants (SAICA.
  - b) The "Guide on Hourly Fee Rates for Consultants "as issued by the department of Public Service and Administration (DPSA); and/or
  - Remuneration guidelines issued by professional service organisation or regulatory bodies, as may be relevant.
- 8.8 In so far as is possible, provide an overview of the methodology to be applied.

### 9. DESCRIPTION AND EXTENT OF WORK (PROJECT MANAGEMENT)

# 9.1 Performing 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 Service provider shall work with the Directorate of SALGA on the planning of various phases of the service activities and must be prepared to regularly report the progress to the relevant Project Manager.

# 9.2 Timing of assignment

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.

The service provider shall ensure that all work conforms to all standards set out by SALGA.

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

### 9.3 Payments

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

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

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

# 9.4 Expenditure incurred by the Service Provider

The SALGA will not be held responsible for any costs incurred by the service provider in the preparation and submission of the RFP.

#### 10. INSTRUCTION TO SERVICE PROVIDERS

#### 10.1 General Instructions

This document constitutes a Request for Proposal (RFP), which specifies SALGA's requirements for a service provider to render services on behalf of SALGA for the design and implementation of a heat public awareness campaign for the Gauteng Heat Action Plan.

The information contained herein provides a format to facilitate service provider'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.

#### 10.2 Objectives

SALGA's objective in the call for proposals is to select a service provider suitable for the undertaking of the task: Design and Implementation a Heat Public Awareness Campaign for the Gauteng Heat Action Plan.

#### 10.3 Terms of Contract

The term of the contract shall be regulated by the Service Level Agreement (SLA)

To be concluded with the winning service provider.

#### 10.4 Questions during Proposal Process

Enquiries regarding this RFP should be directed to **Xolisa Itani (Xitani@salga.org.za)** at the SALGA National Office – 012 369 8185. Questions will only be taken up to 4 days before the closing of the Proposal.

Service providers finding apparent discrepancies or omissions in the RFP should notify Xitani@salga.org.za . Service providers 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 service provider's proposal. Information used in the preparation of a proposal from other than this RFP and any written addenda (considered as the proposal documents) will not be considered as valid or official.

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

## 10.5 Submission of Proposal

Proposals will be received via email: Xitani@salga.org.za

Service providers remain solely responsible for the method of conveyance of their proposal to above mentioned email address. Fax transmissions or any other electronic submissions will not be accepted.

SALGA will not be responsible for any costs incurred by the service providers 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 service provider unopened.

All proposals will remain in force and will be irrevocable for **Ninety (90)** after the proposal closing. Proposals shall be stipulated sums without escalator clauses or other qualifications.

#### 10.6 Contract Award

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

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

It is anticipated that the successful service provider will be notified by

#### 10.7 Termination of Contract

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

- 10.7.1 the winning service providers fails to perform in accordance with the specified service requirements as set out in the TOR.
- 10.7.2 the winning service provider fails to provide project deliverables as defined in the terms of reference without written explanation.
- 10.7.3 the winning service provider otherwise violates the provisions of the TOR to a substantial degree.

## 10.8 Liability

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

#### 10.8.1 Important Dates

22 September 2025 - Proposal submissions due 11H00AM

- 11. CONDITIONS OF PROPOSALS (FAILURE TO MEET ANY OF THE REQUIREMENTS BELOW MAY RENDER YOUR RFP PROPOSAL NON-RESPONSIVE)
- 11.1 The requirement for content of the project proposal section below outlines the information that must be included in RFP offers. Failure to provide all or part of the information may result in your Proposal being excluded from the evaluation process.
- 11.2 A contract will be signed with the appointed Service Provider.

- 11.3 The Service Provider will be required to sign confidentiality and indemnity agreements with SALGA
- 11.4 SALGA may at its own discretion vary an instruction to include more work.
- 11.5 Failure to comply with any condition of this request for a proposal will invalidate respective proposal
- 11.6 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.
- 11.7 SALGA reserves the right to request new or additional information regarding each service provider and any individual or other persons associated with its project proposal.
- 11.8 Service Providers shall not make available or disclose details pertaining to their project proposal with anyone not specifically involved, unless authorised to do so by SALGA.
- 11.9 Service Providers 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.
- 11.10 Service Providers are required to declare any conflict of interest they may have in the transaction for which the proposal is submitted or any potential conflict of interest. SALGA reserves the right not to consider further any proposals where such a conflict of interest exists or where such potential conflict of interest may arise.
- 11.11 The Quotations and proposals should be valid and open for acceptance by SALGA for a period of 90 days from the date of submission.
- 11.12 Service Providers are advised that submission of a project proposal gives rise to no contractual obligations on the part of SALGA.
- 11.13 Disputes that may arise between SALGA and a Service provider must be settled by means of mutual consultation, mediation (with or without legal representation) or, when unsuccessful, in a South African court of law.
- 11.14 In addition to adherence to the specific terms and conditions of proposals, provided in this document, the Service Provider 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 Proposal documentation.
- 11.15 All returnable proposal documents must be completed in full and submitted together with the service provider's proposal.
- 11.16 SALGA will not be liable for costs incurred during the site visits or any other cost related to the submission of the proposal.
- 11.17 Completion of the Standard Bidding Documents stated herein below is mandatory, failure to do so may render your RFP offer invalid

## 11.18 Standard Bidding Forms

#### 10.18.1 Preference Points Claim form

Form SBD 6.1 – Service providers 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.

#### 10.18.2 Declaration of Interest

Form SBD 4 – Service Providers 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, service providers must submit detailed information in substantiation of compliance with the evaluation criteria mentioned below. The service provider/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 SERVICE PROVIDER

a. The prospective service provider must be registered on Central Supplier Database (CSD) before submitting Proposals.

NB: Failure to adhere to the Mandatory requirements above will automatically disqualify your Proposal/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
<u>Very poor</u> 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

Evaluation Criteria	Sub-Criteria	R	ating Scale & Descriptors	Weight (%)
<ol> <li>Approach, Methodology and Work Plan</li> </ol>	Clarity, quality, and logic of the proposal.	Rating 0	Descriptor  No methodology or approach described	30%
<b>2</b>	Appropriateness towards achieving the objectives of	1	Approach and methodology lacking in detail	
	the study.	2	Approach and methodology not suitable for the scope of work	
	Provides cutting-edge ideas/innovation in the context of the expected	3	Adequate proposal, covers content and method that meets the minimum requirements	
	deliverables.	4	Proposal exceeds minimum requirements, extensively details	



	Demonstrates feasibility of the proposal.	5	approach, methodology and work plan  Exceptional proposal that encompasses an innovative approach to scope of work, methodology and work plan	
2. Relevant and Appropriate Project Experience	Demonstrates capability and experience in similar projects, specifically in public awareness campaign development  The Service provider must provide proof of previous	Rating 0 1 2	Descriptor  No previous experience (0 reference letters).  1 similar project experience (1 relevant reference letter).  2 similar project experiences (2 relevant reference letters).	45%
	work in the form of an appointment letter and/or a positive reference letter from various clients on the clients' official letterhead. (SALGA reserves the right to verify the	3 4 5	3 similar project experiences (3 relevant reference letters). 4 similar project experiences (4 relevant reference letters). 5 or more similar project experiences (5 or more relevant reference letters).	-
3. Team Qualifications, Knowledge, and Experience	The personnel assigned to the project must possess relevant experience, knowledge, and qualifications in one or more of the following fields:  BA in Media Studies, Postgraduate Diploma in PR and Corporate Communication  MSc in Epidemiology, PhD; includes specializations like rural health and social behavior change will be an added adcantage.  BSc in Environmental Sciences, Environmental Management  The Service provider must submit detailed	Rating 0  1  2  3  4	No project team CVs/profiles submitted, or team lacks relevant experience/qualifications.  Project team has 2 years of experience and a relevant graduate qualification.  Project team has 3 years of experience and a relevant graduate qualification.  Project team has 4 years of experience and a postgraduate qualification.  Project team has 5 years of experience and a postgraduate qualification.  Project team has 5 years of experience and a postgraduate qualification.  Project team has 5+ years of experience including a postgraduate qualification.	25%



	CVs/profiles of the proposed team, clearly indicating relevant experience and qualifications.		
Total for functionality			100
Minimum threshold score		70	

NB: Service Providers who score 70 (average) points and above will be considered in phase 2 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 RFP 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

Service providers must submit proof of their B-BBEE status level of contributor. A service provider 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 unauthorised 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 RFP or award of the RFP may be made available by the service provider 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 service provider 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 Service provider at its own discretion.

**REVIEWED BY SUB-BID COMMITTEES** 

#### **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 institution	State

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

<sup>1</sup> 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)		
3.1 3.2	I have read and I understand the contents of this disclosure; 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

<sup>2</sup> 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

#### 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)
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

- 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

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

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:

$$Ps = 80\left(1 + rac{Pt-P\,max}{P\,max}
ight)$$
 or  $Ps = 90\left(1 + rac{Pt-P\,max}{P\,max}
ight)$ 

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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
SMME's	4	
100% Black Women owned	3	
100 % Youth	3	

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3.	Name of company/firm	
4.4.	Company registration number:	
4.5.	TYPE OF COMPANY/ FIRM	
	<ul> <li>□ Partnership/Joint Venture / Consortium</li> <li>□ One-person business/sole propriety</li> <li>□ Close corporation</li> <li>□ Public Company</li> <li>□ Personal Liability Company</li> <li>□ (Pty) Limited</li> <li>□ Non-Profit Company</li> <li>□ State Owned Company</li> </ul>	

- 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;
    - 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:	