TERMS OF REFERENCE

APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP, SUPPORT AND MAINTAIN A WEB BASED SYSTEM TO RECORD AND MONITOR DISCIPLINARY PROCEEDINGS INSTITUTED AGAINST MUNICIPAL STAFF FOR A PERIOD OF 36 MONTHS

1   PURPOSE

The purpose of this Terms of Reference (ToR) is to invite -potential service providers to develop, support and maintain a web based to record and monitor disciplinary proceeding instituted against municipal staff for a period of 36 months.

2   INTRODUCTION AND BACKGROUND

2.1   Section 72(1)(j) of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000) ("the Systems Act"), provides that the Minister may, subject to applicable labour legislation and after consultation with the bargaining council established for municipalities and the Minister for Public Service and Administration, make regulations or issue guidelines in accordance with section 120 of the Systems Act to make regulations to provide for disciplinary code and procedures for senior managers.

2.2   Government made a commitment to urgently combat the scourge of corruption through advocacy and strengthening of the legal and policy prescripts. Subsequently, the Local Government: Disciplinary Regulations for Senior Managers, 2011 were promulgated. The main aim of these Regulations is to support measures to expeditiously address incidents of unethical conduct, breach of the Code of Conduct for Municipal Staff, substandard performance and to strengthen enforcement measures.To reinforce government's commitment to promote an ethical local public administration, the Local Government: Regulations on appointment and conditions of employment of senior managers, 2014 were promulgated prescribing the different periods for different categories of misconduct that must expire before a staff member may be re-employed in a municipality. These Regulations places an obligation to municipalities and the Minister to maintain a detailed record of staff members dismissed for misconduct and staff members who resigned prior to the finalisation of any disciplinary proceedings. In order to realise this objective, a manual database of dismissed municipal staff members for misconduct and those that resigned prior finalisation of their disciplinary proceedings to avert sanction be established, subject to fair labour practices as contained in the Labour Relations Act, 1995 (Act No. 66 of 1995) was established.

2.3   The web-based system will serve as a central repository for all information pertaining to disciplinary proceedings, dismissed municipal staff members including those who resigned prior to finalisation of disciplinary proceedings. The tool will be made accessible to two hundred and fifty-seven (257) municipalities for the capturing of cases, and to perform reference checks during recruitment, selection and

appointment processes. A limited read-only access will be given to the nine (9) provinces to view reports for all municipalities in their jurisdictions and also to conduct reference checks when considering job applications.

2.4   The web-based system will be on Azure platform in South Africa, to ensure integrity and security of information. The successful bidder will serve as a technical resource to DCoG in maintaining the web-based system after implementation until the system is fully operational.

3.   **PROBLEM STATEMENT**

The unavailability of a web-based system for dismissed municipal staff members and those that resigned prior to finalisation of disciplinary proceedings poses the following challenges:

3.1.   The current manual system has been found to be ineffective and inefficient in collecting, collating and consolidating information and reports regarding municipal staff' disciplinary cases from all 257 municipalities.

3.2.   Inaccurate records that contain the prescribed information regarding disciplinary proceedings of staff members dismissed for misconduct.

3.3.   Late submission of records by municipalities that contains the prescribed information regarding disciplinary proceedings of staff members dismissed for misconduct to the Member of Executive Council (MECs) responsible for local government and Minister.

3.4.   Inability by the Minister to maintain a record of all staff members dismissed for misconduct or resigned prior to the finalisation of the disciplinary proceedings.

3.5.   Inadequate information regarding disciplinary proceedings of staff members dismissed for misconduct or resigned prior to the finalisation of the disciplinary proceedings negatively affects screening of candidates as required in terms of regulation 14(1)(d) of the Regulations

3.6.   Inability by the Minister to respond adequately, accurately, and timeously to Cabinet and Parliament regarding efforts to promote ethical conduct in municipalities.

4.   **SCOPE OF WORK**

The scope of this project is to –

4.1.   Develop a user requirements specification based on the applicable t regulations and high-level process flow.

4.2.   Develop a web-based system of disciplinary proceedings instituted against municipal staff, including dismissed municipal officials and those that resigned prior to finalisation of disciplinary proceedings. The development of this web-based system must follow an agile System Development Life Cycle.

4.3.   The web-based system must grant access to two hundred and fifty-seven (257) municipal staff responsible for labour relations in municipalities to capture, manage and draw reports of disciplinary cases.

4.4.   The tool must allow limited access to two hundred and fifty-seven (257) accredited

municipal Human Resource functionaries responsible for recruitment, selection and appointment to conduct reference checks of candidates considered for appointments.

4.5.   The tool should allow for respective district municipalities/provincial users to view disciplinary cases of all local municipalities that fall within their jurisdictions.

4.6.   DCoG must have super administrative rights and Generate Dashboard Reports as stipulated in the User Requirements Specification (URS) document.

4.7.   Develop a costed and timed pilot plan targeting 60 sampled municipalities according to different categories and workflows (**Annexure A**). The pilot must include training plans.

4.8.   Compile a report outlining the findings and recommendations to address identified shortcomings that could hamper the implementation of the system.

4.9.   **FUNCTIONALITY**

(a) User Roles Management.
(b) Workflow Roles.
(c) Authentication
(d) Validations.
(e) Generate Dashboard Reports. National, Provincial, District. The dashboards must be accessed securely via a web URL.
(f) The solution must accommodate for users to access the data via PowerBI so that they can be able to create customised dashboards.
(g) Audit trail, to track all activities.
(h) Search capabilities for all fields.
(i) The web-based system must run on a secured URL.
(j) Ensure the web-based application is configured to be accessed using a registered **.gov.za** domain alias.
(k) Must be implemented and configured on a Microsoft Azure.
(l) The system must alert different users when the prescribed period of which a person may be re-employed in a municipality is due to expire or has expired.
(m) The solution must include a dev, test, training, and production environment.
(n) The solution must be built on the principles of high availability and scalability.
(o) The solution must have a disaster recovery solution including daily backups.
(p) The solution must ensure compliance to POPI Act.

5.   DELIVERABLES

Develop a web-based solution that will serve as a central repository of all information pertaining to disciplinary proceedings, dismissed municipal staff and staff who resigned prior to finalisation of disciplinary proceedings including the following:

5.1.   **Project Management Service**

(a) Project Charter/ Initiation Document.
(b) Project Plan.
(c) Risk management plan.
(d) Project handover documents.

5.2. **Solution Development and Design**

(a) Users Requirements and Specification Documents.
(b) System Source code.
(c) Functional and Technical Specifications documentation.

5.3. **Training**

The service provider is to provide training for all components of the system as follows:

(a) Offer training to seven hundred and ninety-eight (798) users consisting of ten (10) DCoG Users, nine (9) Provincial users and seven hundred and seventy-nine (779) municipal users.
(b) Due to COVID-19 regulations, training will therefore be conducted online.
(c) Training System Administrators.
(d) Training material /manuals must be provided for participants during training.
(e) Training material must be available in a manual and electronic format.
(f) Must offer training – the trainer type of training needs to be updated in line with the changes effected in the system.
(g) The potential service provider will be required to develop a training plan.
(h) Approach on transfer of skills and capacity building.

5.4. **Application Maintenance and Support**

(a) Fix Errors.
(b) Deploy System Patches and Updates.
(c) Add New Fields.
(d) Minor Improvements.
(e) 1st (National), 2nd (Provinces) and 3rd Line (Municipalities) Support.
(f) Solution must be supportable by multiple vendors.

5.5. **Close-out Report**

(a) Final report, System Source Code and project handover.

6. **SKILLS AND KNOWLEDGE REQUIREMENTS**

The successful bidder should demonstrate appropriate skills and experience in the following:

6.1. Knowledge in developing systems using .NET framework.
6.2. Knowledge of Project Management methodology (PMBOK).
6.3. Experience in developing and maintaining Microsoft SQL databases
6.4. Three (3) to Eight (8+) years' experience in developing, supporting web based applications.
6.5. Knowledge of legal and regulatory requirements for electronic records management.
6.6. Knowledge of MIS tools of this nature.
6.7. Knowledge and experience of implementation of Enterprise Wide Systems of this nature.
6.8. Provide applicable system training on the development, enhancement and system administration functions, and ensure that these skills are transferred to the DCoG officials (IT & business).

7.   TIMEFRAMES

7.1.   The contract with the successful service provider will be for a period of thirty-six (36) months to complete.
7.2.   1ˢᵗ Phase design and development of the system – **12 months**.
7.3.   2ⁿᵈ Phase – Piloting of the systems at municipality – **6 months**.
7.4.   3ʳᵈ Phase – Implementing the system and migrating the system to the DCoG ICT Infrastructure **– 6 months**.
7.5.   The service level agreement for support and maintenance will be signed with the service provider for a period of **1 year.**

8.   PERFORMANCE MEASUREMENT/ REPORTING

To facilitate the performance of service provider and monitor the scope of work, the DCoG will:

8.1.   Enter into a Service Level Agreement (SLA) that will govern the relationship between DCoG and the service provider.
8.2.   The SLA will include project assignments that will address each of the project deliverable.
8.3.   Establish a Project Steering Committee to manage, monitor and oversee the project. This committee will ensure that:

(a)   Services are rendered timeously;
(b)   Timeframes as far as possible are not extended;
(c)   Will render a quality assurance function; and
(d)   Will ensure that additional costs are not incurred unnecessarily.

8.4.   The Service Provider will be expected to table progress reports for each deliverable contained in the implementation plan as agreed and in terms of the SLA.

8.5.   Monitor the payment schedule that will be attached to the SLA. Payments will therefore only be approved and processed based on the achievement of deliverables as per the implementation plan and/or project plan and related performed project tasks.

8.6.   These deliverables and related payments will be recommended by the Project Manager and approved by the Project Steering Committee.

9.   FORM OF PROPOSAL

9.1.   Bidders are required to complete the official bidding documents in all respects and to attach a valid tax clearance certificate as issued by the South African Revenue Services, (less than 60 days old). In addition to this requirement, bidders are also requested to attach the following documents in support of their bids:

Functionality

(i)   Experience.
(ii)   Methodology.
(iii)   Qualifications (team members).
(iv)   Training and skills transfer.

Pricing

(i)   Rates of each team member.
(ii)   Estimated number of hours to be spent by each member.
(iii) Cost technology software,
       Cost of hosting
       Cost of licencing
(iii) Admin costs (offices, computers, telecom, travelling, etc.).
(v)   Any other costs (to be specified by bidder).
(vi)   Value Added Tax.
(vii) Ceiling price (all-inclusive total tender price).

BEE/Preferential procurement

(i)   Preference claimed for HDI equity ownership.
(ii)   Preference claimed for sub-contracting with an HDI.
(ii)   Preference claimed for achieving goals of the RDP.

Bidders must include a detailed work-plan/ methodology with the detailed budget reflecting all costs and the implementation plan as per proposal in their bid. Failure to submit the detailed work-plan with implementation plan and budget containing cost-breakdowns according to the deliverables (as per the proposal) together with the bid will result in the bidder's bid to be viewed as invalid and therefore rejected.

The following information must be included in the work plan:

(a)   Project implementation Plan that indicates the following:

  - Clearly defined milestones that are 100% aligned to each of the key objectives as well as each of the expected outputs/ deliverables as outlined in the scope of work.
  - Well defined timelines for each of the activities and deliverables.
  - Allocation of human resources and cost-breakdown of each of the activities and deliverables.

(b)   Proposed governance arrangements to support project implementation which may include but not limited to:

  - The establishment of a project steering committee.
  - The establishment of a project management team inclusive of the service provider and the DCoG team.
  - Provision of secretariat support for the governance structures that will be established.

(c)   Curriculum Vitae of team members and the experience highlighted in similar work undertaken.

(d)   Previous and current similar contracts awarded to the bidder as well as client references.

Failure to include the above information together with the bid document on the closing date and time will invalidate the bid.

10. **SPECIAL CONDITIONS OF CONTRACT**

(a) Service Level Agreement

The service provider will have to enter into another Service Level Agreement (SLA) with the department. The signed SLA will specify all deliverables (mostly stipulated under section 6 and all conditions in which the technical support will be rendered.

(b) Intellectual property rights and ownership of material

All intellectual property rights relating to any work produced by the service provider in relation to the performance of this Contract shall belong to DCoG. The service provider shall give DCoG all the required assistance in protecting such intellectual property rights. All material, in paper, electronic or any recorded format produced by the service provider in the performance of this Contract shall remain the property of DCoG and must be handed over to DCoG within one month of the completion of the contract.

All service providers undertake not to infringe the intellectual property of third parties. Should any action or claim be instituted DCoG emanating from an infringement of intellectual property or an alleged infringement of intellectual property, the service providers hereby indemnify DCoG against such claims or actions as well as all costs (including legal costs on an attorney and client scale).

(c) Amendments and variation

The terms of reference together with the offer made by the successful bidder and the acceptance thereof by DCoG as well as the General Conditions of Contract shall constitute the formal agreement between DCoG and the successful bidder. No amendment of this agreement, variation, waiver, relaxation or suspension of any of the provisions thereof shall have any force or effect, unless reduced to in writing and signed by both parties.

The service provider shall be appointed as an independent contractor and DCoG shall not be held liable for any obligations or liabilities arising out of the actions of the service provider.

The service provider does not have the right to bind DCoG in any way during the execution of his /her mandate under this contract.

(d) Assessments

Assessments of the performance of the service provider will be conducted during the relevant periods in line with activities agreed to in a SLA. If there is dissatisfaction with the performance, written notice outlining the deficiencies will be provided to the service provider who will have 14 days to rectify the deficiency, failing which the contract will be terminated.

(e) Settlement of Disputes

The period of thirty days (30 days) referred to in the General Terms and Conditions in paragraph 27.2 is hereby amended to 14 days.

(f)   Termination of the contract

If the service provider does not commence to work on the project, and after 14 days written notice addressed to his/her domicilium address to start still fails to start to work on the project, this contract may be cancelled forthwith.

This contract may be cancelled for reasons other than poor performance or breach of contract, by giving the service provider 14 days written notice to rectify or address the cause of concern where-after DCoG shall have the right to summarily cancel the contract upon written notice to the service provider.

(g)   Communication

All communication must be done via the Senior Manager: Municipal Human Resource Management Systems who is the designated contract officer of the DCoG responsible for the management of the contract.

11   BID PRICES

Bidders must express prices for their services in South African currency (Rand). All prices must be inclusive of Value Added Tax and costs to be incurred that are necessary for the execution and completion of the contract in accordance with the bid document. Prices will remain firm for the duration of the contract.

BID EVALUATION SYSTEM

All bids duly lodged will be evaluated to determine compliance with bid requirements and conditions. Bids with obvious deviations from the bid requirements/ conditions of bid and not acceptable to the evaluation committee will be eliminated from the adjudication process (i.e. will not be shortlisted). All bid proposals submitted will be evaluated in accordance with the 80/20 principle and the evaluation criteria should be as follows:

The system comprises the following elements:

(i)   Functionality……………………………………….………..100
(ii)   Price……………………………………………….........………80
(iii)   B-BBEE Contributor level…………….…………..…...………20

Phase 1: **Compliance with minimum requirements of the bid**

(a)   All bids duly lodged will be evaluated to determine compliance with requirements and conditions of the bid. All proposals that do not comply with the requirements/ conditions of the bid will be disqualified.

(b)   All bids that comply with the administrative requirements/ conditions of the bid will be evaluated in two stages - **First Stage**: Functionality will be assessed as per Scorecard. **Second Stage**: The qualifying bidders in the **First Stage** will be evaluated further on price and BEE Contributor Level using 80/20 preference point system as prescribed in Preferential Procurement Policy Framework Act 2000, Preferential Procurement Regulation 2017 and approved CoGTA Supply Chain Management Policy 2017.

11.1 SCORECARD FOR FUNCTIONALITY

Functionality Criteria	Sub-Criteria	Scale	Weight	Highest possible score
Experience of the prospective bidder in the development of web-based applications and database. **Refer to 6**	An established track record (include proof of referral letters, configuration, and development).	• 1 project undertaken with 1 contactable reference (no proof of reference attached) = 1 • 2–3 projects undertaken with 2 contactable references (proof of reference attached) = 2 • 4–5 projects undertaken with 3 contactable references (proof of reference attached) = 3 • 6– 7 projects undertaken with 4 contactable references (proof of reference attached) = 4 • 8+ projects undertaken with 5 or more contactable references (proof of reference attached) = 5	5 x 5	25%
Methodology and Technical approach	Detailed and executable project plan, which address the scope of the project and demonstrating understanding of the required methodology and technical approach	• Approach and methodology submitted but re-stating the scope of work and meet 1 of the criteria as set out in these ToR = 1 • Approach, methodology and project plan submitted meet 2 of the criteria of the work and outcomes as set out in these ToR = 2 • Approach, methodology and project plan submitted meet 3 of the criteria of	5 x 5	25%

Functionality Criteria	Sub-Criteria	Scale	Weight	Highest possible score
		the work and outcomes as set out in these ToR = 3 • Approach, methodology and executable plan submitted meet 4 of the criteria of the work and outcomes as set out in the ToR. = 4 • Approach, methodology and detailed executable plan submitted meet 5 or more of the criteria of the work and outcomes as set out in these ToR with suggested value-add and innovation = 5		
Capacity of the service provider to deliver the project**(Refer to 4 - 5)**	Demonstration of the core team's qualifications and collective experience in managing large scale projects of this nature.	• 1–2 team members with 1-2 years' experience in developing and implementing similar Web-Based solutions = 1 • 3–4 team members with 3-4 years' experience in developing and implementing similar Web-Based solutions = 2 • 5–7 team members with 5-6 years' experience in developing and implementing similar Web-Based solutions = 3 • 6–7 team members with 7-8 years' experience in developing and implementing similar Web-Based solutions = 4 • 8 or more team members with 9 or more years'	5 x 5	25%

Functionality Criteria	Sub-Criteria	Scale	Weight	Highest possible score
		experience in developing and implementing similar Web-Based solutions = 5		
Approach on transfer of skills and capacity building	Detailed transfer of skills and capacity building programme	• Skills transfer plan include 1 of the outlined 5 criteria - 1 points = Poor • Skills transfer plan include 2 of the outlined 5 criteria - 2 points = Basic • Skills transfer plan include 3 of the outlined 5 criteria = 3 points = Acceptable • Skills transfer plan include 4 of the outlined 5 criteria - 4 points = Good Skills transfer plan include 5 of the outlined 5 criteria - 5 points = Very Good	5 x 5	25%
TOTAL POINTS				**100%**

a) **Bids will be rated in respect of each criterion on a scale of 1 – 5 i.e. 1 = Poor, 2 = Acceptable, 3 = Good, 4 = Very good and 5 = Excellent. The possible score that can be achieved for functionality is 70.**

b) The following formula will be utilised to convert the functionality scores:

$\sqrt{}$ Ps = So/Ms x 100 where:

Ps = percentage scored for functionality by bid/proposal under consideration

S0 = total score of bid/proposal under consideration

Ms = maximum possible

(c) The average score is calculated for each bid by adding the individual scores awarded by the members of the bid evaluation committee and dividing the total by the number of the members. **Bids that do not achieve the minimum score of 70 (out of 100) for functionality will not be evaluated further and will not pass to <u>STAGE 3</u> of this Bid.**

<u>STAGE 2</u>

<u>EVALUATION IN TERMS OF THE 80/20 PREFERENCE POINT SYSTEM</u>

All received bids will be evaluated in terms of the 80/20-point system as stipulated in Preferential Procurement Regulations, 2017. 80 points will be allocated for price and 20 points for attaining the B-BBEE status level of contributor.

Points for price will be calculated only for shortlisted bidder/s as follows:

80/20

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps   **=** Points scored for competitive price of bid or offer under consideration
    Pt   = Competitive price of bid or offer under consideration; and
    Pmin   = Competitive price of lowest acceptable bid or offer

The maximum possible score that can be achieved for price is 80 points.

NB: Bidders are required to, together with their bids submit original and valid B-BBEE status level verification certificates or certified copies to substantiate their B-BBEE rating claims. A bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution nor is a non-compliant contributor. Such a bidder will score zero out of maximum of 20 points for B-BBEE.

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Note: No preference will be awarded without submission of a valid B-BBEE certificate.

The total points (out of 100) for the various bidders will be calculated by adding the points for price (out of 80) and the points for BBBEE Contributor Level (out of 20).

12.   AWARDING OF BID

The bid will be awarded to the bidder who scored the highest total number of points as prescribed in the PPPFA, SCM Policy of 2017 and Preferential Procurement Regulations of 2017.

In exceptional cases the bid may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points. Reasons for such decision must be

approved and recorded for audit purposes and must be justifiable in the court of law (as prescribed on the Preferential Procurement Regulations 2017).

(a) **Joint Ventures, Consortiums and Trusts:**

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid. Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. DCoG will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

(b) **Sub-contracting:**

Bidders/ tenderers who want to claim Preference points will have to comply fully with regulations 11(8) and 11(9) of the PPPFA Act with regard to sub-contracting.

The following is an extract from the PPPFA Act:

(i) "A person must not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub- contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract."

(ii) "A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract."

IN EVALUATING THE TECHNICAL INFORMATION CONTAINED IN THE BID, THE EVALUATION COMMITTEE WILL BE GUIDED BY THE FOLLOWING:

(a) **Bidder's understanding of the brief** – The bid provides a clear indication that the bidder fully understands the purpose and scope of the work and the bidders' own roles and functions in this regard. (Methodology)

(b) **Capability and experience** – The bid provides a clear indication that the bidder's team comprises people with the necessary experience, skills, knowledge and required to ensure the efficient and effective generation of the required deliverables to the highest standards of quality.

(c) **Track Record** – The bid provides clear information on previous, relevant projects that confirm that the bidder has the required experience and success track record in the area of general project management and management related projects.

13 Briefing session

The briefing session date and time are indicated in the tender advertisement and bid documents. The briefing session is <u>not compulsory</u>. Due to current COVID-19 regulations,

the department cannot physically accommodate the expected number of bidders and the briefing will therefore be conducted online.
Date: 18 February 2022
Time: 10:00
Venue: Bidders must request link to joint the meeting from SCM officials listed or copy the link on the DCOG tender site.

14 Enquiries

Contact information: Prospective bidders may not under any circumstances contact or engage any DCOG officials other than the officials indicated below on any matter related to this tender. Enquiries must be sent to all the officials below. Enquiries sent to the DCOG officials below will be routed to the relevant employees and responses will be coordinated and provided by the officials indicated below.

Names: Petunia Van Wyk or Kgaugelo Tselana or Mogoma Sekgothe or Nomvula Ntuli or Busisiwe Masilela
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