



Sedibeng District Municipality

SPECIFICATION: 8/2/1/1-2011

SPECIFICATIONS: PROPOSALS FOR THE DEVELOPMENT OF STRUCTURED PROGRAMME FOR THE EX-COMBATANTS.

DESCRIPTION

1. REQUEST FOR PROPOSAL (RFP)

- a. The Sedibeng District Municipality needs to develop a structured Programme for Ex-Combatants employed and living within the municipality jurisdiction. It has been recognised that ex-combatants have distinguished needs and seek relevant developmental programmes to suite their specialised circumstances.
- b. The objective of this RFP is to appoint a suitable service provider that can develop a renowned SDM ex-combatant programme. Preference will be given to service providers who demonstrate background, knowledge and understanding of the South African political environment.
- c. Consortiums of service providers will be allowed.

2. CONTENTS OF THE PROPOSAL – SCOPE

- a) The proposal should include amongst others

- i) Analysis of legislative framework;

The service will include identification and analysis of any policies and all fractions of legislation available on ex-combatants, to date.

- ii) Stakeholder engagements;

Sedibeng District intends to appoint a provider to engage interested stakeholders on the matter, may be through interviews, and focus groups and / or any other appropriate methods of engagement. Stakeholders may include: Officials employed in the offices of Ex-Combatants at District, Regional, Provincial and National levels; SDM Management and PMT, and Community Structures.

- iii) A comparative analysis of other ex-combatants programmes implemented

elsewhere;

To identify any other programmes rolled out and or planned anywhere in the country/SADC and present lesson learnt with challenges and recommendations.

iv) Development and presentation of the best practice models

A practical programme the District Municipality can implement in the interest of ex-Combatants within its jurisdiction.

3. PAYMENT

a) The SDM undertakes to payout in full, within 30 (thirty) days, all valid invoices for work done to its satisfaction upon presentation of a complete programme.

4. EVALUATION CRITERIA

a) All proposals submitted will be evaluated in accordance with the criteria set out in Annexure "A" hereto. For each criterion a score of 0 -5 will be allocated and multiplied by the weighting factor. After evaluation the score will be totalled. The most suitable candidate will then be selected. Please take note that SDM is not bound to select any of the providers submitting proposals. Furthermore, as technical competence and BEE are the principal selection criteria, the SDM will evaluate the technical criteria first, and will only look at the price when satisfied with the technical evaluation. As a result of this the SDM does not bind itself in any way to select the provider offering the lowest price. **PLEASE SUBMIT PROPOSALS IN THE TENDER BOX AT THE SEDIBENG DISTRICT MUNICIPALITY.**

5. APPOINTMENT, COMMENCEMENT AND DURATION

a) The Service Provider is expected to be commence and complete the project in 30 working days from the date of appointment.

b) The parties shall, upon appointment of the service provider , sign a Service Level Agreement to govern the project processes.

6. FURTHER INFORMATION

a) Should you require any further information in this regard contact - Supply Chain

Management Ms. Sibulele Njongi on 016 450 3036 and the Office of the Chief Operations Officer: Mr. Motsumi Mathe (016) 450 3153

7. INFORMATION REQUIRED

- a) Tender evaluation can only be done on the basis of information, which was asked for. The comprehensiveness of the Tender can therefore be decisive in the awarding thereof.

8. TERMS OF CONTRACT

- a) Acceptance of any Tender does not mean that work on an uninterrupted basis is guaranteed for the duration of the contract.

9. SIGNING OF THE TENDER

- The Tender must be signed by a person who has been authorised to do so. Tenders submitted by a consortium or a joint venture should include the official documentation, Joint Venture Agreement, which indicates the composition thereof, and the responsible people of the said venture. Only Tenders of Tenderers established in the Republic of South Africa will be considered.

10. EXPENDITURE INCURRED BY THE TENDERER

- a. The SDM will not be held responsible for any costs incurred by the Tenderer in the preparation and submission of the Tender.

11. IMPORTANCE OF THE TENDER RULES

- a. The Conditions of Tender, together with the instructions of the Tender Notice, are binding on all the Tenderers for this Tender. The Tender of any Tenderer who fails to abide by the Tender rules and Tender Notice will be disqualified.

12. TENDER PRICE

- a. The Tender price is to be in South African currency and must include value-added tax (where applicable), and must be for the work to develop the scope as prescribed in 2) above, and within the project duration. The SDM reserves the right to adjust the number of hours and the ceiling price allocated for budgeting purposes, restructuring, utilizing internal resources, etc.

13. ACCEPTANCE OF TENDER

- a. The SDM is not obliged to accept any Tender that is submitted. The Tenderer that is accepted will receive written notice of the decision.

SPECIAL CONDITIONS OF THE CONTRACT

1. INFORMATION AND DOCUMENTATION

- a) All documents furnished or supplied by the SDM and all documentation, excluding data prepared by the service provider in connection with this contract shall be lodged with SDM and shall remain the property of SDM.
- b) Copyright in all such documentation prepared by the service provider in terms of this contract shall vest in the service provider, which shall have the right to adapt them for other projects, without disclosing the confidential nature of the documents to third parties.
- c) No data or documentation pertaining to the work may be published, removed from the premises or circulated by the service provider without the prior written approval of the SDM.

2. CONFIDENTIALITY

- a) All information pertaining to the services acquired by SDM from the service provider or furnished to the service provider shall be treated as confidential by the service provider and shall not be used or furnished to any other person other than for the purposes of the services without the written Consent of the Accounting Officer unless such information is or later becomes public knowledge, other than by breach of the foregoing contract.
- b) The service provider shall ensure that all its officers, employees, agents or subcontractors treat all information relating to the services as confidential.
- c) The service provider shall ensure that proper security procedures are implemented and maintained to restrict, as far as possible, access to confidential information. The service provider shall ensure that no confidential information is copied or reproduced without prior written approval

by the Accounting Officer.

- d) Failure by the service provider to comply with the provisions of this Clause shall constitute a material breach of the contract and shall constitute a ground for termination of the contract by the SDM, by giving the service provider 7 days notice.

3. *WHOLE CONTRACT, NON-VARIATION*

- a) This contract constitutes the whole contract between the parties as to the subject matter hereof and no contracts, representations or warranties between the parties regarding the subject matter hereof other than those set out herein are binding on the parties.
- b) No addition to or variation, consensual cancellation or novation of this contract and no waiver of any rights arising from this contract or its breach or termination shall be of any force and effect unless reduced into writing and signed by all the parties or their duly authorised representatives.

4. *RELAXATION*

- a) No latitude, extension of time or other indulgence which may be given or allowed by any party to the other party in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of any party arising from this contract, and no single or partial exercise of any right by any party under this contract, shall in any circumstances be construed to be implied consent or election by such party or operate as a waiver or novation of or otherwise affect any of the party's rights in terms of or arising from this contract or stop or preclude such party from enforcing at any time and without notice, strict punctual compliance with each and every provision or term hereof.

5. *NON - ASSIGNMENT*

- a) The parties shall not have the right to assign, cede or in any other manner transfer any interest, right, benefit or obligation in terms of this contract, or any part thereof, to any person or body without the prior written consent of the other party, which consent shall not be unreasonably withheld.

6. SEVERABILITY

- a) If any clause or provision of this contract is found to be invalid, illegal or unforceable in any way, such clause or provision shall be deemed to be separate and severable from the remaining provisions of this contract, and the validity and enforceability of such remaining provisions shall not be affected.

7. SUPERCESSION

- a) This contract supersedes any other previous contract/s between the Parties regarding the subject matter hereof (if any).

8. GOVERNING LAW AND SETTLEMENT OF DISPUTES

- b. This contract shall be deemed to have been concluded in the Republic of South Africa and the construction, validity and performance of this contract shall be governed in all respects by the South African law.
- c. Any disputes in connection with this contract that cannot be settled by private negotiation between the Parties shall be referred to arbitration, terms and conditions of which shall be agreed upon by the Parties.

ANNEXURE "A" - PROPOSAL EVALUATION FORM

The proposal will be adjudicated in terms of the Preferential Procurement Policy Framework Act of 2000. The tender is estimated to be below R 500 000. Therefore 80/20 preferential point system will be applied above and divided as follows:

Price	80 Points
HDI	20 Points
• Historically Disadvantaged individual (Franchised >1994)	5
• Woman	5
• Disability	5
• Locally Based	5

With regard to functionality, the following criteria will be applicable and the maximum value/weighting of each criteria is indicated in the table below:

No.	Category	Score						Weight	Total
		0	1	2	3	4	5		
1.	A submitted structured programme for the ex-combatants covers a detailed content for all four areas of the scope.								50
2.	Previews and relevant experience in developing any programme related to care and capacity building of ex-combatants, in the past three years.								30
3.	The qualification and experience of the personnel proposed to develop the programme (Assessment of the condensed curricula vitae of personnel involved on the project).								20
Total score									100

Note: All these points above have to be covered in the Tender Documentation

NB: Bidders should score a minimum of 60 points on functionality in order to be considered for further evaluation

