



DEPARTMENT (CLUSTER)
TECHNICAL SERVICES
DIRECTORATE (UNIT)
Road Infrastructure Management
DIVISION
Roads and Stormwater Maintenance

PROCUREMENT DOCUMENT
PROFESSIONAL SERVICES

Documents are to be obtained, free of charge, in electronic format, from the National Treasury's eTenders website or the eThekweni Municipality's website.

Contract No: 1M-32128

Contract Title: Appointment of One Service Provider For North, South, West and West Central Regions for the Management, Administration and Support of the Zibambele Poverty Alleviation (Epwp) For 36 Months

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: Compulsory Clarification Meeting. Questions and answers from the clarification meeting will be consolidated and posted on eTenders/Municipal website for the benefit of all tenderers by 23 January 2026.

Meeting Location, Date, Time: A compulsory Clarification meeting will be held on 24 November 2025 at Engineering Training Centre, No 8 Electron Road. Springfield, Durban, 4091 at 09h00am

Queries can be addressed to: Name: Thabane Khubone

The Employer's Agent's: Tel: 031 312 7271

Representative: email: Thabane.Khubone@durban.gov.za

By 05 September 2025 and consolidated answers to questions will be uploaded by 08 September 2025

TENDER SUBMISSION

The Tender Offer ("hard copy") shall be delivered to:

Delivery location: The Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban

Tenderers are also required to make an **electronic submission** via the eThekweni Municipality **JDE System (SSS Module)**.

- Tenderers must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid.
- Tenderers are responsible for resolving all access rights and submission queries on the **JDE System** before the tender closing date/ time.

**JDE Queries
Contact:**

Lindo Dlamini: Tel: 031-322-7133 / 031-322-7153
Email: supplier.selfservice@durban.gov.za

Closing Date/ Time: Friday, 30 January 2026 at 11h00

Tender Offers submitted via any means other than that stated in the Tender Data will be deemed invalid

Issued by:

ETHEKWINI MUNICIPALITY

Deputy Head: Roads and Stormwater Maintenance

Date of Issue: 05/11/2025

Document Version : 23/10/2024

FOR OFFICIAL USE ONLY

Tenderer Name:			VAT Registered: Yes No
	Price (excl)	VAT	Price (incl)
Submitted: R		R	R
Corrected: R		R	R

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PART T1: TENDERING PROCEDURES**T1.1.1: TENDER NOTICE AND INVITATION TO TENDER**

Tenders are hereby invited for the appointment of a single service provider to deliver professional services for the management, administration, and support of the Zibambele Poverty Alleviation Programme (EPWP) in the North, South, West, and West Central regions for a period of 36 months.

Subject	Description	Tender Data Ref.
Employer	The Employer is the eThekweni Municipality as represented by: Deputy Head: Roads and Stormwater Maintenance	F.1.1.1
Tender Documents	Documentation is to be downloaded the National Treasury's eTenders website or the eThekweni Municipality Website: • https://www.etenders.gov.za/ • https://www.durban.gov.za/pages/business/procurement	F.1.2
Clarification Meeting	A compulsory Clarification meeting will be held on 24 November 2025 at Engineering Training Centre, No 8 Electron Road. Springfield, Durban,4091 at 09h00am	F.2.7
Seek Clarification	Queries relating to these documents are to be addressed to the Employer's Agent's Representative whose contact details are: Name: Thabane Khubone Tel: 031 312 7271 email: Thabane.Khubone@durban.gov.za By 05 September 2025 and consolidated answers to questions will be uploaded by 08 September 2025	F.2.8
Submitting a Tender Offer	The Tender Offer shall be delivered to: The Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban Tenderers are also required to make an electronic submission via the eThekweni Municipality JDE System (SSS Module) . • Tenderers must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid. • Tenderers are responsible for resolving all access rights and submission queries on the JDE System before the tender closing date/ time. • Reference should be made to Part T1.1.2 and Clause F.2.13 of the Tender Data.	F.2.13
Closing Time	The Tender Offer ("hard copy") shall be delivered, and the electronic submission completed, both on or before Friday, 30 January 2026 , at or before 11h00 .	F.2.15
Evaluation of Tender Offers	The 90/10 Price Preference Point System, will be applied in the evaluation of tenders. Refer to Clause F.3.11 of the Tender Data for the Specific Goal(S) for the awarding of Preference Points, and other related evaluation requirements.	F.3.11

Requirements for sealing, addressing, delivery, opening and assessment of tenders are further stated in the Tender Data

T1.1.2: INFORMATION REGARDING THE ETHEKWINI JDE SYSTEM

This Section (T1.1.2) is for information purposes only. Compliance requirements are stated in **Part T1.2: Tender Data**.

eThekwini Municipality Bids, Tenders and Quotations (hereafter referred to as Tenders) are going to be submitted using the JDE System.

This JDE System will be used for:

- Viewing of available (open) Tenders,
- Downloading procurement documentation for Tenders,
- Uploading completed and signed Tender documentation,
- Completion and submission of Tenders electronically,
- Viewing the Tender opening schedule.

Registrations

To be granted access to the **JDE System** prospective service providers must be registered on the **National Treasury's Central Supplier Database (CSD)**, the **eThekwini Municipality Supplier Portal**, and the **eThekwini Municipality JDE System**.

National Treasury: Central Supplier Database

- Registration can be made on <https://secure.csd.gov.za> .
- Service Providers will be issued a "MAAA" number when registered.

eThekwini Municipality Supplier Portal

- Registration can be made on <https://www.durban.gov.za> by following these links:
>Business >Supply Chain Management (SCM) >Accredited Supplier & Contractor Database.

eThekwini Municipality JDE System

- Service providers requiring access must send an email to supplier.selfservice@durban.gov.za
The following information is required:
 - Copy of the **Director's ID**.
- On receipt of this email, the SCM Unit will respond with the login credentials and a link to the **JDE System**.

Assistance with using the JDE System

The following SCM Official(s) can be contacted in connection with any queries regarding the use of the **JDE System**:

- Lindo Dlamini Tel: 031 322 7153 or 031 322 7133
 Email: supplier.selfservice@durban.gov.za

Viewing of available tenders

By following link <https://rfq.durban.gov.za/jde/E1Menu.maf> prospective Service Providers will be able to view available (open) Tender opportunities without signing into the system. However, Service Providers will not be able to respond to a Tender without being signed into the system using a JDE User ID and Password.

Tender documentation

By accessing the **JDE System** (using <https://rfq.durban.gov.za/>) and viewing any available Tenders, prospective Service Providers will be able to download the relevant Tender documentation.

The Tender documentation consists of the **TENDER** and **CONTRACT Parts**, as described in the INDEX, and will include any drawings and other information (if applicable). Referred to or included in the documentation are the **Standard Conditions of Tender (and associated Tender Data)**, and the **Conditions of Contract (and associated Contract Data)** which will govern the tendering and contract processes respectively.

Submission of tender offers

Tender Offers are to be delivered, in “hard copy” format, to the Delivery Location as stated in the Tender Data F.2.13.

In addition to the above, **Tender Offers are also to be SUBMITTED ELECTRONICALLY** (uploaded) on the eThekwini Municipality JDE System (Supplier Self Service (JDE-SSS) Module).

Bidders are responsible for resolving all access rights and submission queries on the JDE System before the tender closing date/ time, as stated in the Tender Data.

Reference is to be made to **Clause F.2.13 of the Tender Data** that specifies compliance requirements.

Viewing the Tender opening schedule

Users on the **JDE System** will be able to view the **Tender Opening Schedule** for each closed Tender.

The tender opening schedule will also be made available on the eThekwini Municipal website at URL:

<https://www.durban.gov.za/pages/business/publication-of-received-bids>

T1.1.3: NOTES TO TENDERERS

These “**Notes to Tenderers**” are intended to provide guidance to Tenderers regarding tendering obligations and requirements. Compliance requirements are stated in the relevant parts of the **Tender Data (T1.2)**.

eThekwini Supply Chain Management Policy (SCMP)

The requirements as stated in the Employer’s SCM Policy include, but are not limited to, the following:

1) Clause 14(4): ETM Supplier Database

The eThekwini Supply Chain Management Policy requires suppliers/ service providers/ contractors to be registered on the eThekwini Municipality’s Supplier Database (Vendor Portal).

In the event of the Tenderer not being registered on the eThekwini Municipality’s Supplier Portal, the Tenderer must register on the internet at www.durban.gov.za by following these links:

- Business
- Supply Chain Management (SCM)
- Accredited Supplier and Contractor’s Database.

The following is to be noted:

- The information for registration as in the possession of the eThekwini Municipality will apply.
- It is the Tenderer’s responsibility to ensure that the details submitted to the Municipality are correct.
- Tenderers are to register prior to the submission of tenders.

2) Clause 20(1)(d)(i): Audited Financial Statements

Audited Financial Statements (prepared for auditing) are required to be submitted if the value of the tender offer exceeds R10 million (incl VAT).

3) Clause 20(1)(d)(iii): Contracts Awarded during the past 5 Years

Tenderers are to include with their submission a listing of any contracts awarded to the Tenderer during the past 5 years, including particulars of any material non-compliance or dispute concerning the execution of the contracts. Tenderers are referred to **Returnable Form T2.2.3**.

4) Clause 20(1)(d)(ii), Clause 28(1)(c) and Clause 29(10): Municipal Fees

Tenderers are to refer to **Returnable Form T2.2.12: “Declaration of Municipal Fees”**, to certify that they have no undisputed commitments for municipal services towards any municipality. Prior to an award, a Tenderer’s municipal rates and taxes cannot be in arrears. Should a Tenderer be in arrears with respect to municipal services and has formalised an agreement with the respective municipality to offset the arrears, the agreement must be in place at time of tender closing.

5) Clause 28(2)(d), Clause 28(2)(h) and Clause 29(12): Certifications and Registrations

CIDB Registration and Status, B-BBEE Certificates, and Tax Compliance Status PINs must be valid at tender closing, and before final award.

The Tenderer’s Tax Compliance Status, CIDB Registration and Status (if required), and B-BBEE Level Status (if required), will be verified using the National Treasury Central Supplier Database (CSD). Tenderers are referred to **Returnable Form T2.2.1**.

It is the Tenderer’s responsibility to ensure that their data on the CSD is kept updated and correctly reflects the status of the tendering entity.

6) Clause 28(1)(e): Joint Ventures (JV)

Each party of a JV must submit separate Tax Compliance Status PINs.

Also, and unless otherwise stated, the requirements for a single entity submission in terms of documentation requirements, will apply to each member of a JV making a submission.

As proof that a JV has been formalised, or that the parties to the JV agree to formalise the JV should they be successful in being recommended for the award of this tender, Tenderers are referred to **Returnable Form T2.2.10**.

CIDB Regulation 25(8) (if applicable)

- 7) It should be noted that this contract is not part of a **Targeted Development Programme (TDP)**. The CIDB provisions in relation to a Contractor's **Potentially Emerging (PE) status** do not apply. Tenderers are referred to **CIDB Inform Practice Note #32: "Application of the Potentially Emerging (PE) Status"**.

Conditions of Tender**8) F.3.8: Test for Responsiveness**

In this regard, Tenderers are referred to **Clause F.3.8 of the Tender Data**.

PART T1: TENDERING PROCEDURES

T1.2: TENDER DATA

T1.2.1 STANDARD CONDITIONS OF TENDER

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (July 2015) as published in Government Gazette No 38960, Board Notice 136 of 2015 of 10 July 2015.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

T1.2.2 TENDER DATA

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

F.1: GENERAL

F.1.1 The employer: The Employer for this Contract is the eThekweni Municipality as represented by: Deputy Head: **Roads and Stormwater Maintenance**

F.1.2 Tender documents: The Tender Documents issued by the Employer comprise:

- 1) This procurement document.
- 2) The “Standard Professional Services Contract – 3rd Edition July 2009” published by the Construction Industry Development Board (CIDB). This document is obtainable separately, and Tenderers shall obtain their own copies.
- 3) In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations, and standards referred to in this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and the participation of targeted enterprise and labour.
 - The Employer’s current (as at advertising date) Supply Chain Management Policy.
 - The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (2022).
 - The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).
 - The Construction Industry Development Board Standard for Uniformity in Construction Procurement (July 2015).
 - Any other eThekweni Policy documents referenced in the Tender Documents.
 - CIDB Standard for Developing Skills through Infrastructure Contracts (CSDG) GG 48491 (2023-04-28).

Electronically downloaded documentation is obtainable from the National Treasury’s **eTenders Website** or the **eThekweni Municipality’s Website** at URLs:

- <https://www.etenders.gov.za/>
- <https://www.durban.gov.za/pages/business/procurement>

The entire downloaded document should be printed on white A4 paper (single-sided) and suitably bound by the tenderer.

F.1.4 Communication and employer’s agent: The Employer’s Agent’s Representative is:

Name: Thabane Khubone

Tel: 031 312 7271

email: Thabane.Khubone@durban.gov.za

By 05 September 2025 and consolidated answers to questions will be uploaded by 08 September 2025

The Tenderer's contact details, as indicated in the Contract Data: Clause C1.2.2.2 "Data to Be Provided by Contractor", shall be deemed as the only valid contact details for the Tenderer for use in communications between the Employer's Agent and the Tenderer.

F.2: TENDERER'S OBLIGATIONS

F.2.1 Eligibility: General

A Tenderer will not be eligible to submit a tender if:

- (a) the Tenderer submitting the tender is under restrictions or has principles who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices.
- (b) the Tenderer does not have the legal capacity to enter into the contract.
- (c) the Tenderer does not comply with the legal requirements as stated in the Employer's current SCM Policy.
- (d) the Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.
- (e) In the event of a Compulsory Clarification Meeting:
 - i) the Tenderer fails to attend the Compulsory Clarification Meeting.
 - ii) the Tenderer fails to have form "Certificate of Attendance at Clarification Meeting / Site Inspection" (in T2.2) signed by the Employer's Agent or his representative.
- (f) Submission is made by a Joint Venture.
- (g) at the time of closing of tenders, the Tenderer is not registered on the **National Treasury Central Supplier Database (CSD)** as a service provider.
- (h) The tender fails to complete and sign the Declaration of Municipal Fees in T2.2: "Returnable Documents" and submits the required documentation. Reference is to be made to Returnable Document T2.2.12.
- (i) The Tenderer cannot demonstrate that it possesses the necessary expertise and competence, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract.
- (j) The Tenderer fails to submit an approach paper which responds to the scope of work and outlines the detailed proposed approach / methodology and work plan, complete with time frames, to ensure quality and timely delivery of the project deliverables.
- (k) The Tenderer fails to provide previous experience of the company with respect to specific aspects of the project / comparable projects, with details of similar projects successfully implemented and contact details of the clients.

SCM Policy (Cl.14(4)) requires suppliers/ service providers/ contractors to be registered on the **eThekwini Municipality Central Supplier Database**.

In the event of the Tenderer not being registered on the eThekwini Municipality's Central Supplier Database, the tenderer must register on the internet at www.durban.gov.za by following these links:

- Business
- Supply Chain Management (SCM)
- Accredited Supplier and Contractor's Database.

The following are to be noted regarding registration on the **eThekwini Municipality Central Supplier Database**:

- (a) The information for registration as in the possession of the eThekwini Municipality will apply.
- (b) It is the Tenderer's responsibility to ensure that the details as submitted to the Municipality are correct.
- (c) Tenderers are to register prior to the submission of tenders.

F.2.2.2 The cost of the tender documents: Replace this paragraph with the following:

"Documents are to be obtained, free of charge, in electronic format, from the **National Treasury's eTenders website** or the **eThekwini Municipality's Website**. The entire electronically downloaded document should be printed on white A4 paper (single-sided) and suitably bound by the tenderer.

F.2.6 Acknowledge addenda: Add the following paragraphs to the clause:

"Addenda will be published on the **eThekwini Municipality website** as stated in Clause F.1.2. Tenderers are to ensure that the website is consulted for any published addenda pertaining to this tender up to three days before the tender closing time as stated in the Tender Data."

"Acknowledgement of receipt of the addenda will be by the return of the relevant completed, dated, and signed portion of the addenda, to the physical or email address as specified on the addenda. Failure of the tenderer to comply with the requirements of the addenda may result in the tender submission being made non-responsive."

F.2.7 Clarification meeting:

A compulsory Clarification meeting will be held on 24 November 2025 at Engineering Training Centre, No 8 Electron Road. Springfield, Durban, 4091 at 09h00am

In the event of a Compulsory Clarification Meeting, Tenderers must sign the attendance register in the name of the tendering entity. The Tenderer's representative(s) at the clarification meeting must be able to clearly convey the discussions at the meeting to the person(s) responsible for compiling the entity's tender offer.

F.2.12 Alternative tender offers: No alternative tender offers will be considered.

F.2.13 Submitting a tender offer:

The signed Tender Offer ("hard copy") is to be sealed in an envelope, addressed to the City Manager, marked with the **identification details** and be delivered to the **delivery address**, both as stated below.

Tender Offers are to be delivered, in "hard copy" format, to **delivery address**:

the Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban

Identification details to be shown on the hard copy package are:

- Contract No. : **1M-32128**
- Contract Title : **Appointment of One Service Provider For North, South, West and West Central Regions for the Management, Administration and Support of the Zibambele**

Poverty Alleviation (Epwp) For 36 Months

In addition to the above, Tender Offers are also to be **SUBMITTED ELECTRONICALLY** (uploaded) on the eThekweni Municipality **JDE System** (Supplier Self Service (SSS Module)). For information pertaining to the JDE System, Tenderers are referred to Section T1.1.2.

The Tender documentation, issued by the eThekweni Municipality (refer to F.1.2), is to be printed in its entirety. Printing should be done on white A4 paper, with printing on only one side of the paper. (It is suggested that the Tender documentation is not stapled, or punched for filing, prior to scanning, as this could affect the scanning process.)

After completion and signature (using **BLACK INK**), the entire Tender document is to be scanned to a single PDF (**P**ortable **D**ocument **F**ormat) document, at a resolution of 300 DPI (dots per inch). The PDF document is to be uploaded via the (Tender specific) upload option on the JDE System (SSS Module).

- Tenderers must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid.
- Tenderers are responsible for resolving all access rights and submission queries on the JDE System before the tender closing date/ time (F.2.15).

Tender Offer delivery, and the electronic submission on the JDE System, are both to be completed on or before the closing date/ time stated in the Tender Data.

The submission of Tender Offers via any means other than that stated above will not be accepted, and those that are will be deemed invalid.

The submission of Tender Offers via any means other than that stated above will not be accepted, and those that are will be deemed invalid.

F.2.15 Closing date and time:

The closing time is:

- **Date** : **Friday, 30 January 2026**
- **Time** : **11h00**

The **delivery of the hard copy** **AND** the completion of the requirements on the **JDE System (SSS Module)** must be completed prior to the Tender **closing date and time** as stated above. Any Tender Offer submitted thereafter will not be considered.

F.2.16 Tender offer validity: The Tender Offer validity period is 120 Days from the closing date for submission of tenders.

F.2.23 Certificates: Refer to T2.1 for a listing of certificates that must be provided with the tender. All certificates must be valid at the time of tender closing.

Tenderers are to include, at the back of their tender submission document, a printout of the required documents/ certificates.

The Form of Offer (C1.1.1), Data to be provided by the Contractor (C1.2.2.2), and the Bill of Quantities (C2.2) are also required to be completed in full.

Tax Clearance

Refer also to returnable form in T2.2.3: "Tax Compliance Status PIN".

SARS has introduced a new Tax Compliance Status System. Tenderers must submit a **Tax Compliance Status PIN** (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status. This TCS PIN is to be entered on Returnable Document T2.2.1: "Compulsory Enterprise Questionnaire".

Central Supplier Database (CSD)

Refer also to returnable form in T2.2.12: "CSD Registration Report".

The entities (full) **CSD Registration Report**, obtained from the National Treasury Central Supplier Database, is to be included in the tender submission (<https://secure.csd.gov.za>).

Separate CSD Registration Reports are required for each entity in a Joint Venture.

F.3: THE EMPLOYER'S UNDERTAKINGS

F.3.1.1 Respond to requests from the tenderer: Replace the words "five working days" with "three working days".

F.3.2 Issue addenda: Add the following paragraph:

"Addenda will be published on the **eThekwini Municipality Website** (refer to **Clause F.1.2**).

F.3.4 Opening of Tender Submissions:

Tenders will be opened immediately after the closing time for tenders. The public reading of tenders will take place in the SCM Boardroom, 6th Floor, Engineering Unit Building, 166 KE Masinga Road, Durban.

The tender opening schedule will also be made available on the eThekwini Municipal website at URL: <https://www.durban.gov.za/pages/business/publication-of-received-bids>

F.3.11 Evaluation of Tender Offers:

Eligibility

Tenders will be checked for compliance with the ELIGIBILITY requirements, as specified in Clause F.2.1. Tenderers not in compliance will be deemed non-responsive.

Functionality

FUNCTIONALITY will be evaluated to determine the responsiveness of tenders received. The minimum score for FUNCTIONALITY is 70 points. Those tenders not achieving the minimum score will be deemed non-responsive.

The functionality Criteria, Sub-Criteria, Points per Criteria/ Sub-Criteria, Returnable Documentation and Schedules, Method of Evaluation, and Prompts for Judgement are as specified at the end of F.3.11.

Preference Point System

The procedure for the evaluation of responsive tenders is **PRICE AND PREFERENCE** in accordance with the Employer's current SCM Policy.

Price Points

It is unclear (at the time of advertising) which of the two preference point systems applies, either the 90/10 preference point system will apply, determined by the price offered by the lowest acceptable tender

Preference Points

Refer to T2.2.6: "MBD 6.1: Preference Points Claim".

The Preference Points 20 will be derived from points allocated/ claimed for **Specific Goals** as indicated in the table(s) below, according to the specified **Goal/ Category Weightings**.

- **Ownership Goal**

Goal Weighting: 50%

The tendering entity's **Percentage Ownership**, in terms of the **Ownership Category(s)** listed below, is to be used in the determination of the tenderer's claim for **Preference Points**.

Ownership Categories	Criteria	80/20	90/10
Race: Black (w1)	Equals 0%	N/A	0
	Between 0% and 51%	N/A	2
	Greater or equal to 51%	N/A	4
	Equals 100%	N/A	5
	Maximum Ownership Goal	N/A	5
The Weightings of the Ownership Categories will be: • w1 = 100%			
Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the tenderer's status) • Companies and Intellectual Property Commission registration document (CIPC) • CSD report. • B-BBEE Certificate of the tendering entity. • Consolidated BBBEE Certificate if the tendering entity is a Consortium, Joint Venture, or Trust (Issued by verification agency accredited by the South African Accreditation System). • Agreement for a Consortium, Joint Venture, or Trust.			

•	• RDP Goal: The promotion of South African owned enterprises Goal Weighting: 50% The tendering entity's Address (as stated on the National Treasury Central Supplier Database (CSD) or on the eThekwini Municipality Vendor Portal) is to be used in the determination of the <u>tenderer's claim</u> for Preference Points for this Specific Goal.		
Location		80/20 PPS	90/10 PPS
Not in South Africa		N/A	0
South Africa		N/A	2
Kwa Zulu Natal		N/A	4
eThekwini Municipality		N/A	5
Maximum Goal Points:		N/A	5
	Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the tenderer's status) • CSD report		

Functionality

- The minimum number of evaluation points for Functionality is **70**
- The Functionality criteria and maximum score in respect of each of the criteria are as follows:

Functionality criteria	Sub-criteria	Maximum number of Points	Verification Method
Tenderer's experience	Experience of service provider in management, administration and coordination of a large Expanded Public Works Programme or Projects using labour intensive methods (Preferable >3000 participants)	35	Signed Appointment Letters and Completion Certificates for completed projects and For the current project, Signed Appointment Letters and signed reference Letter from the Client
Experience of Key Resources in executing routine road maintenance using labour intensive methods	Project manager	15	Copy of Qualifications to be attached and Curriculum Vitae
	Team Leaders	10	
	Financial personnel	5	
	Administration personnel	5	
Methodology	Including programme, risk management and approach	30	Approach paper which responds to the scope of work and outlines proposed approach
Maximum possible score for Functionality (M_s)		100	

- Each evaluation criteria will be assessed in terms of five indicators – no response, poor, satisfactory, good and very good. Scores of 0, 40, 70, 90 or 100 will be allocated to no response, poor, satisfactory, good and very good, respectively.
- The prompts for judgment and the associated scores used in the evaluation of Functionality shall be as follows:

Level	Score	Prompt for judgement
0	0	Failed to address the question / issue
1	40	Less than acceptable – response / answer / solution lacks convincing evidence of skill / experience sought or medium risk that relevant skills will not be available.
2	70	Acceptable response / answer / solution to the aspect of the requirements and evidence given of skill / experience sought
3	90	Above acceptable – response / answer / solution demonstrating real understanding of requirements and evidence of ability to meet it.
4	100	Excellent – response / answer / solution gives real confidence that the tenderer will add real value.

- **Tenderers are required to submit signed copies of Appointment Letters and Completion Certificates for all completed projects.**
- **For current projects, signed Appointment Letters and a signed Reference Letter from the client**
- **Failure to submit these documents will result in the tenderer not being scored under the Tenderer's Experience criterion.**

Level	pts	Criterion: Tenderer's Experience
0	0	No Submission or Submission of no substance / irrelevant information provided
1	40	To have successfully completed or currently undertaking 1 project in the management, administration and coordination of a large Expanded Public Works Programme or Projects using labour intensive methods in undertaking road reserve routine maintenance within the past 10 years.
2	70	To have successfully completed or currently undertaking 2-3 projects in the management, administration and coordination of a large Expanded Public Works Programme or Projects using labour intensive methods in undertaking road reserve routine maintenance within the past 10 years.
3	90	To have successfully completed or currently undertaking 4-5 in the management, administration and coordination of a large Expanded Public Works Programme or Projects using labour intensive methods in undertaking road reserve routine maintenance within the past 10 years.
4	100	To have successfully completed or currently undertaking more than 6+ projects in the management, administration and coordination of a large Expanded Public Works Programme or Projects using labour intensive methods in undertaking road reserve routine maintenance within the past 10 years.

Experience of Key Resources								
Job Title	Minimum Qualification Required	NQF for labour intensive construction	Number of Years' Relevant Experience on projects of routine road maintenance using labour intensive methods					Total Points
			Level 0 0 pts	Level 1 40 pts	Level 2 70 pts	Level 3 90 pts	Level 4 100 pts	
Project manager	BSc Eng or BEng or BTech in Civil Engineering	NQF 7 in Develop and Promote Labour-Intensive Construction Strategies	No Submission	≤ 1	> 1 ≤ 3	> 3 ≤ 5	> 5	15
Team Leaders	National Diploma in Civil Engineering or higher qualification	N/A	No Submission	≤ 1	> 1 ≤ 3	> 3 ≤ 5	> 5	10
Financial personnel	Relevant National Diploma or higher qualification	N/A	No Submission	≤ 1	> 1 ≤ 3	> 3 ≤ 5	> 5	5
Administration personnel	Relevant National Diploma or higher qualification	N/A	No Submission	≤ 1	> 1 ≤ 3	> 3 ≤ 5	> 5	5
Note 1: "experience" implies experience on EPWP using labor intensive methods projects. Note 2: "accredited degree / diploma" implies a minimum 3 yr qualification within the built environment, from a registered University or Institute of Technology.								

Level	Pts	Criterion: Approach / Methodology
0	0	No response/ no documents submitted
1	40	The technical approach and / or methodology is poor / working tools and strategy are unlikely to satisfy project objectives or requirements. The programme is poor and has missed critical aspects.
2	70	The approach is tailored to address the specific project objectives and methodology. The approach does adequately deal with the critical characteristics of the project such as details on fleet, mobile devices (cell phone and electronic GPS), and proposed IT management system with the scope of work.
3	90	The approach is tailored to address the specific project objectives and methodology which include all programmed activities in appropriate order and includes staff, fleet, mobile devices (cell phone and electronic GPS), proposed IT management system, project management, financial administration, operations and health and safety. The programme is sufficiently flexible to accommodate changes that may occur during execution.
4	100	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has excellent knowledge of working in the project environment and producing the required final product. Staff, fleet, mobile devices (cell phone and electronic GPS), and IT management system proposal and ownership/ provision arrangement are most likely to ensure a great project outcome. The programme is specific, paper details ways to improve the project outcomes and the quality of the outputs

F.3.13 Acceptance of tender offer: In addition to the requirements of Clause F.3.13 of the Standard Conditions of Tender, tender offers will only be accepted if:

- (a) The Tenderer's municipal rates and taxes are not in arrears, or they have made arrangements to meet outstanding municipal fee obligations.
- (b) The Tenderer's tax compliance status has been verified, or they have made arrangements to meet outstanding tax obligations.
- (c) If required to be so registered, the Tenderer is **registered and is in good standing with the compensation fund or with a licensed compensation insurer**, as applicable to the requirements of The Occupational Injuries and Diseases Act.
- (d) The Tenderer or any of its directors/ shareholders are **not listed on the Register of Tender Defaulters** in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- (e) The Tenderer has not:
 - i) Abused the Employer's Supply Chain Management System; or
 - ii) Failed to perform on any previous contract and has been given a written notice to this effect.
- (f) The tenderer has completed **Returnable Document T2.2.1: "Compulsory Enterprise Questionnaire"** and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process.

The Municipality does not bind itself to accept the lowest or any tender. It reserves the right to accept the whole or any part of a tender to place orders. Bidders shall not bind the Municipality to any minimum quantity per order. The successful Tenderer (s) shall be bound to provide any quantities stipulated in the specification.

F.3.17 Copies of contract: The number of paper copies of the signed contract to be provided by the Employer is **ONE (1)**. Tenderers are referred to the requirements as stated in Clause F.2.13 of the Tender Data.

T1.2.3 ADDITIONAL CONDITIONS OF TENDER**T1.2.3.1 Complaints and Objections (Appeals)**

Reference is to be made to Clause 49 of the eThekweni Supply Chain Management Policy.

In terms of Section 49 of the eThekweni SCM Policy any person aggrieved by decisions taken in the implementation of the SCM System may lodge, within 14 days of notification thereof, a written objection against the decision. The objection with regard to the decision is to be directed to:

The City Manager
Attention Ms S. Pillay Email: Simone.Pillay@durban.gov.za
P O Box 1394
DURBAN
4000

Any objection will only be processed upon receipt of a non-refundable administration fee of **R1,814.00** (including VAT) [\[DB1\]](#), as stipulated in the Municipality's current SCM Policy. An objection will only be considered upon receipt of proof of payment of this fee which must be paid into the following bank account as a real-time payment:

eThekweni Metropolitan Municipality
Nedbank
Account Number: 110-782-1118
Reference Number: Use the Contract Number

T1.2.3.2 Prohibition on awards to persons in the service of the state

Clause 44 of the Supply Chain Management Regulations states that the Municipality or Municipal Entity may not make any award to a person:

- (a) Who is in the service of the State;
- (b) If that person is not a natural person, of which a director, manager, principal shareholder or stakeholder is a person in the service of the state; or
- (c) Who is an advisor or consultant contracted with the municipality or a municipal entity.

Should a contract be awarded, and it is subsequently established that Clause 44 has been breached, the Employer shall have the right to terminate the contract with immediate effect.

PART T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.1.1 General

The Tender Submission Documentation must be submitted in its entirety. All forms must be properly completed as required.

The Tenderer is required to complete each and every Schedule and Form listed below to the best of their ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the Schedules and Forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is non-responsive.

T2.1.2 Returnable Schedules, Forms and Certificates

Entity Specific

T2.2.1	Compulsory Enterprise Questionnaire	19
T2.2.2	Certificate of Attendance at Clarification Meeting	20
T2.2.3	Tax Compliance Status PIN	21
T2.2.4	MBD 4: Declaration of Interest	22
T2.2.5	MBD 5: Declaration for Procurement Above R10 Million	24
T2.2.6	MBD 6.1: Preference Points Claim Form ITO the Preferential Regulations	24
T2.2.7	MBD 8: Declaration of Bidder's Past SCM Practices.....	27
T2.2.8	MBD 9: Certificate of Independent Bid Determination.....	29
T2.2.9	Record of Addenda to Tender Documents (if applicable).....	32
T2.2.10	Declaration of Municipal Fees	33
T2.2.11	CSD Registration Report	34

Technical or Functionality Evaluation

T2.2.12	Tenderer's Experience	35
T2.2.13	Proposed Organisation and Staffing.....	36
T2.2.14	Personnel Schedule.....	37
T2.2.15	Experience of Key Personnel	38
T2.2.16	Approach Paper / Methodology / Programme.....	39

T2.2 RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES

The returnable schedules, forms, and certificates, as listed in T2.1.2, can be found on pages [19](#) to [39](#).

NOTE

The **Form of Offer** (C1.1.1), The **Data to be Provided by Contractor** (C1.2.2.2), and the **Bill of Quantities** (C2.2) are also required to be completed by the tenderer.

T2.2.1 COMPULSORY ENTERPRISE QUESTIONNAIRE

Ref	Description	Complete or Circle Applicable	
1.1	Name of enterprise		
1.2	Name of enterprise's representative		
1.3	Email address of representative		
1.4	Contact numbers of representative	Tel:	Cell:
1.5	National Treasury Central Supplier Database Registration number	MAAA	
1.6	VAT registration number, if any:		
1.7	CIDB registration number, if any:		
1.8	Department of Labour: Registration number		
1.9	Department of Labour: Letter of Good Standing Certificate number		

2.0 Particulars of sole proprietors and partners in partnerships (attach separate pages if more than 4 partners)			
	Full Name	Identity No.	Personal income tax No. *
2.1			
2.2			
2.3			

3.0 Particulars of companies and close corporations	
3.1	Company registration number, if applicable:
3.2	Close corporation number, if applicable:
3.3	Tax Reference number, if any:
3.4	South African Revenue Service: Tax Compliance Status PIN:

4.0	MBD 4, MBD 6, MBD 8, and MBD9 issued by National Treasury must be completed for each tender and be included as a tender requirement.
-----	---

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the Employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order.
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004.
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption.
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest.
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.2 CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING / SITE INSPECTION

Reference is to be made to Clauses F.2.1(c) and F.2.7 of the Tender Data.

This is to certify that:

(tenderer name):

of (address):

was represented by the person(s) named below at the Clarification Meeting held for all tenderers, the details of which are stated in the Tender Data (F.2.7).

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name:

Name:

Signature:

Signature:.....

Capacity:

Capacity:.....

Attendance of the above person(s) at the meeting is confirmed by the Employer's Agent's Representative, namely:

Name:

Signature:

Date:

T2.2.3 TAX COMPLIANCE STATUS PIN

Reference is to be made to Clauses F.2.23 and F.3.13(a) of the Tender Data.

SARS has introduced a new Tax Compliance Status System. Tenderers can submit a Tax Compliance Status PIN (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status.

Separate Tax Clearance Certificates / TCS PINs are required for each entity in a Joint Venture.

The TCS PIN(s) are to be entered under item 3.4 on form **T2.1.2.1: Compulsory Enterprise Questionnaire**.

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.4 MBD 4: DECLARATION OF INTEREST

MSCM Regulations: **“in the service of the state”** means to be:

- (a) a member of:
 - (i) any municipal council.
 - (ii) any provincial legislature.
 - (iii) the national Assembly or the national Council of provinces.
- (b) a member of the board of directors of any municipal enterprise.
- (c) an official of any municipality or municipal enterprise.
- (d) an employee of any national or provincial department, national or provincial public enterprise or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999).
- (e) a member of the accounting authority of any national or provincial public enterprise.
- (f) an employee of Parliament or a provincial legislature.

“Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

- 1 No bid will be accepted from persons **in the service of the state**¹.
- 2 Any person, having a kinship with persons **in the service of the state**, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to **persons in service of the state**, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Name of enterprise	Complete T2.1.2.1 Item 1.1				
Name of enterprise's representative	Complete T2.1.2.1 Item 1.2				
3.2 ID Number of enterprise's representative	Complete T2.1.2.1 Item 1.3				
3.3 Position enterprise's representative occupies in the enterprise	Complete T2.1.2.1 Item 1.4				
3.4 Company Registration number	Complete T2.1.2.1 Item 3.1 or 3.2				
3.5 Tax Reference number	Complete T2.1.2.1 Item 3.3				
3.6 VAT registration number	Complete T2.1.2.1 Item 1.7				
3.7 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted.					
<table border="1"> <tr> <th colspan="2">Circle Applicable</th> </tr> <tr> <td>YES</td> <td>NO</td> </tr> </table>		Circle Applicable		YES	NO
Circle Applicable					
YES	NO				
3.8 Are you presently in the service of the state?					
If yes, furnish particulars:					
.....					
3.9 Have you been in the service of the state for the past twelve months?					
If yes, furnish particulars:					
.....					

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES

NO

If yes, furnish particulars:

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

YES

NO

If yes, furnish particulars:

.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

YES

NO

If yes, furnish particulars:

.....

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

YES

NO

If yes, furnish particulars:

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?

YES

NO

If yes, furnish particulars:

.....

- 4 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted

Full Name	Identity No.	State Employee No.	Personal income tax No.
Use additional pages if necessary			

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

NAME (Block Capitals):

Date

SIGNATURE:

.....

.....

T2.2.5 MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
(ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire.

Circle Applicable	
YES	NO
1.0 Are you by law required to prepare annual financial statements for auditing? 1.1 If YES, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.	
2.0 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? 2.1 If NO, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days. 2.2 If YES, provide particulars. 	
3.0 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? 3.1 If YES, provide particulars. 	
4.0 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? 4.1 If YES, provide particulars. 	

If required by 1.1 above, tenderers are to include, at the back of their tender submission document, a printout of their audited annual financial statements.

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, and, if required, that the requested documentation has been included in the tender submission.

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.6 MBD 6.1: PREFERENCE POINTS CLAIM

(SCMP 52.7: Basket of Preference Goals)

This form serves as a claim form for preference points according to **The Basket of Preference Goals**.
Reference is to be made to the Tender Data: C.3.11.

1.0 GENERAL CONDITIONS

- 1.1 The relevant **Preference Points System (80/20 or 90/10)** applicable to this bid is stated in the **Tender Data: C.3.11**.
- 1.2 Failure on the part of the Tenderer to submit the required proof or documentation, in terms of the requirements in the Tender Data for claiming specific goal preference points, will be interpreted that **Preference Points for Specific Goals** are not claimed.
- 1.3 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2.0 ADJUDICATION USING A POINT SYSTEM

- 2.1 The bidder obtaining the highest number of total points will be recommended for the award of the contract.
- 2.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 2.3 Points scored will be rounded off to the nearest 2 decimal places.
- 2.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 2.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 2.6 Should two or more bids be equal in all respects the award shall be decided by the drawing of lots.

3.0 POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 Procurement System**or****90/10 Procurement System**

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

$$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where:

P_s	=	Points scored for comparative price of bid under consideration
P_t	=	Comparative price of bid under consideration
$P_{\min}$	=	Comparative price of lowest acceptable bid

4.0 POINTS ALLOCATED FOR THE BASKET OF PREFERENCE GOALS

4.1 Preference points may be claimed for the **Specific Goals** stated in the **Tender Data: C.3.11**.

For the purposes of this tender, the Tenderer may claim points based on the goal(s) stated in the table below, as supported by proof/ documentation specified in the Tender Data.

90/10 Preference Points System The Specific Goals to be allocated points in terms of this tender and the	Maximum Number of points ALLOCATED	Tenderer's Number of points CLAIMED
Ownership Goal: Race (black)	5	
RDP Goal: The promotion of South African owned enterprises.	5	
Total CLAIMED Points (maximum 10)	10	

5.0 REMIDIES FOR THE SUBMISSION OF FALSE INFORMATION

5.1 The remedies for the submission of false information regarding claims for specific goals are stated in the **SCM Policy: Section 52.9**.

Tenderers are to include, at the back of their tender submission, the required proof/ documentation in support of their Preference Goal claims.

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, and, if required, that the requested documentation has been included in the tender submission.

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.7 MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1.0 This Municipal Bidding Document must form part of all bids invited.
- 2.0 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3.0 The bid of any bidder may be rejected if that bidder, or any of its directors have:
- abused the municipal entity's supply chain management system or committed any improper conduct in relation to such system.
 - been convicted for fraud or corruption during the past five years.
 - wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years.
 - been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4.0 In order to give effect to the above, the following questions must be completed and submitted with the bid.

- 4.1 Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?

(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer / Authority of the institution that imposed the restriction after the audi alteram partem rule was applied.)

The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.

Circle Applicable	
YES	NO

- 4.1.1 If YES, provide particulars.

.....

.....

- 4.2 Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?

The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.

YES	NO
-----	----

- 4.2.1 If YES, provide particulars.

.....

.....

- 4.3 Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?

YES	NO
-----	----

- 4.3.1 If YES, provide particulars.

.....

.....

4.4 Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?

YES

NO

4.4.1 If YES, provide particulars.

.....

.....

4.5 Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?

YES

NO

4.5.1 If YES, provide particulars.

.....

.....

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.8 MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**NOTES**

- ¹ Includes price quotations, advertised competitive bids, limited bids and proposals.
- ² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
- ³ 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.

- 1.0 This Municipal Bidding Document (MBD) must form part of all **bids**¹ invited.
- 2.0 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or **bid rigging**).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3.0 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
- a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4.0 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of **bid rigging**.
- 5.0 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect.

I certify, on behalf of:

(Name of Bidder)

that:

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation.
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience.
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. 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 consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices.
 - (b) geographical area where product or service will be rendered (market allocation).
 - (c) methods, factors or formulas used to calculate prices.
 - (d) the intention or decision to submit or not to submit, a bid.
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid.
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.
10. 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.

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.9 RECORD OF ADDENDA TO TENDER DOCUMENTS

I / We confirm that the following communications received from the Employer or his representative before the date of submission of this tender offer, amending the tender documents, have been taken into account in this tender offer.

ADD.No	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

It is also confirmed that the requirements, as stated on the Addenda, have been complied with.

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.10 DECLARATION OF MUNICIPAL FEES

Reference is to be made to Clause F.2.1(f)(ii) of the Tender Data.

I, the undersigned, do hereby declare that the Municipal fees of:

.....
(full name of Company / Close Corporation / partnership / sole proprietary/Joint Venture)

(hereinafter referred to as the TENDERER) are, as at the date hereunder, fully paid or an Acknowledgement of Debt has been concluded with the Municipality to pay the said charges in instalments.

The following account details relate to property of the said TENDERER:

<u>Account</u>	<u>Account Number: to be completed by tenderer</u>											
Consolidated Account												
Electricity												
Water												
Rates												
JSB Levies												
Other												

I acknowledge that should the aforesaid Municipal charges fall into arrears, the Municipality may take such remedial action as is required, including termination of any contract, and any payments due to the Contractor by the Municipality shall be first set off against such arrears.

- Where the tenderer's place of business or business interests are outside the jurisdiction of eThekweni municipality, a copy of the accounts/ agreements from the relevant municipality are to be provided.
- Where the tenderer's Municipal Accounts are part of their lease agreement, then a copy of the agreement, or an official letter to that effect, is to be provided.

Tenderers are to include, at the back of their tender submission document, a printout of the above account's and or agreements signed with the municipality.

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.11 CSD REGISTRATION REPORT

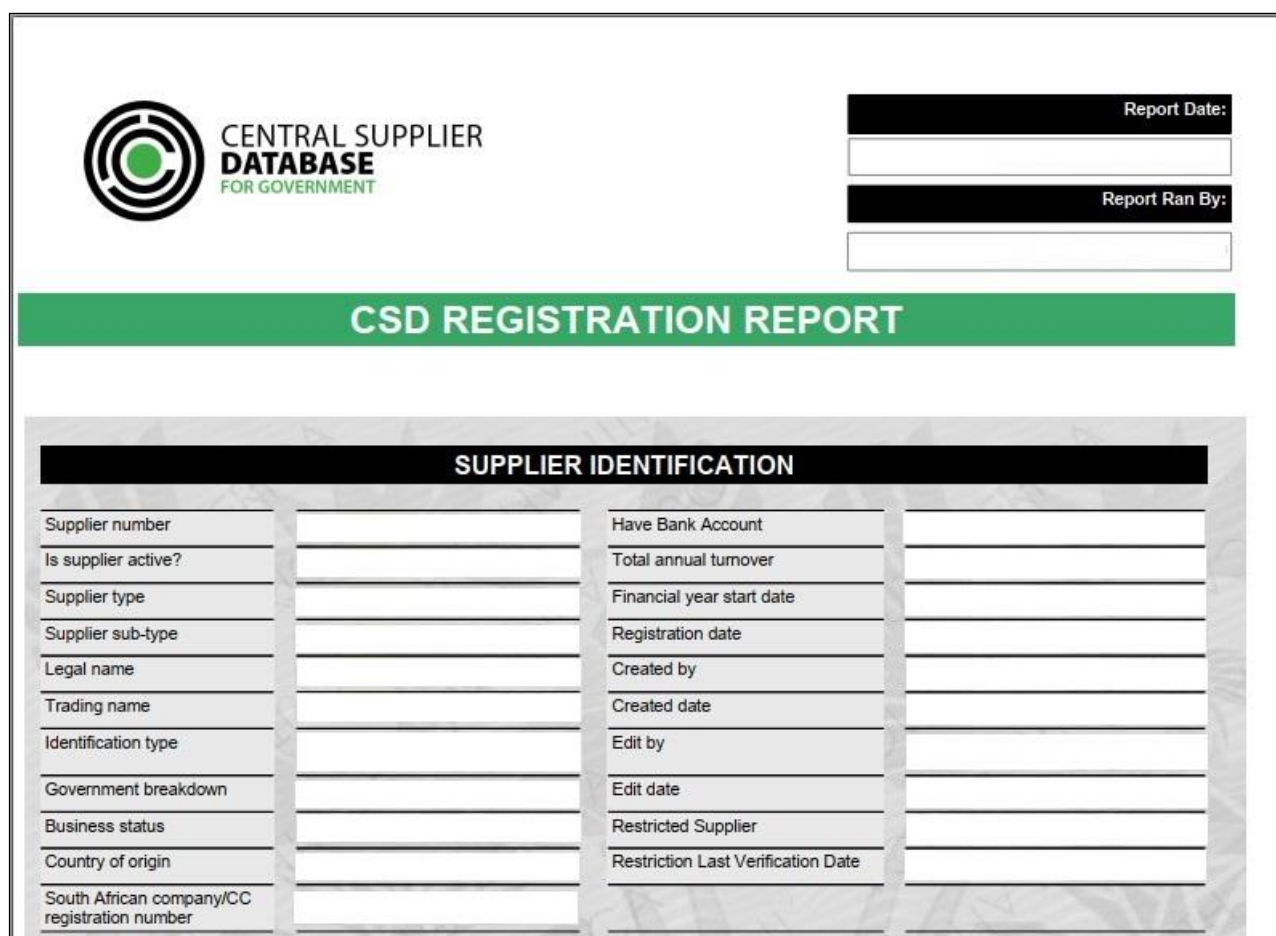
Reference is to be made to Clauses F.2.1(e) and F.2.23 of the Tender Data.

The Conditions of Tender, Clause F.2.1: Eligibility, requires a tenderer to be registered, at the time of tender closing, on the **National Treasury Central Supplier Database (CSD)** as a service provider.

CSD Registration Reports can be obtained from the National Treasury's CSD website at <https://secure.csd.gov.za/Account/Login>.

The date of obtaining the printout is to be indicated on the printout.

The following is an example of the beginning of the printout obtained from the above website.



SUPPLIER IDENTIFICATION			
Supplier number		Have Bank Account	
Is supplier active?		Total annual turnover	
Supplier type		Financial year start date	
Supplier sub-type		Registration date	
Legal name		Created by	
Trading name		Created date	
Identification type		Edit by	
Government breakdown		Edit date	
Business status		Restricted Supplier	
Country of origin		Restriction Last Verification Date	
South African company/CC registration number			

Tenderers are to include, at the back of their tender submission document, a printout of their (full) CSD Registration Report.

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.12 TENDERER'S EXPERIENCE

The experience of the tendering entity or joint venture partners in the case of an unincorporated joint venture or consortium, as opposed to the key staff members / experts, in projects of similar type over the last ten years will be evaluated. Tenderers must provide details of their knowledge of the local area and previous experience with key local stakeholders.

Tenderers should very briefly describe their experience in this regard and attach this to this schedule. Proof of participation / case studies and contact details of clients of the relevant projects must also be provided

The description should be put in tabular form with the following headings:

Employer, contact person and telephone number, where available	Description of event	Details of work undertaken nature of work & value	Date undertaken
---	-----------------------------	--	------------------------

The scoring of the tenderer's experience will be as follows:

Level	pts	Criterion: Tenderer's Experience
0	0	No Submission or Submission of no substance / irrelevant information provided
1	40	To have successfully completed or currently undertaking 1 project in the management, administration and coordination of a large Expanded Public Works Programme or Projects using labour intensive methods in undertaking road reserve routine maintenance within the past 10 years.
2	70	To have successfully completed or currently undertaking 2-3 projects in the management, administration and coordination of a large Expanded Public Works Programme or Projects using labour intensive methods in undertaking road reserve routine maintenance within the past 10 years.
3	90	To have successfully completed or currently undertaking 4-5 in the management, administration and coordination of a large Expanded Public Works Programme or Projects using labour intensive methods in undertaking road reserve routine maintenance within the past 10 years.
4	100	To have successfully completed or currently undertaking more than 5+ projects in the management, administration and coordination of a large Expanded Public Works Programme or Projects using labour intensive methods in undertaking road reserve routine maintenance within the past 10 years.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

T2.2.13 PROPOSED ORGANISATION and STAFFING

Refer to T1.2.3.5: “Functionality Specification” for Functionality Points evaluation prompts (if applicable).

The tenderer should propose the structure and composition of their team, i.e. the main operational areas involved, the key staff member / expert responsible for each area, and the proposed technical and support staff. The roles and responsibilities of each key staff member / expert should be set out as brief job descriptions. In the case of an association / joint venture / consortium, it should indicate how the duties and responsibilities are to be shared. The tenderer must also indicate where key personnel are based.

The tenderer must attach their Proposed Organization and Staffing to this page.

The scoring of the proposed organization and staffing will be as follows:

Level	Points	Criterion: Proposed Organogram and staffing
0	0	No Submission or Submission of no substance / irrelevant information provided
1	40	The organisation chart is sketchy; the staffing plan is weak in important areas. There is no clarity in allocation of tasks and responsibilities. Very few of the key staff are locally based
2	70	The organisational chart is complete and detailed; the technical level and composition of the staffing arrangements are adequate. Some of the key staff are locally based
3	90	Besides meeting the “satisfactory” rating, staff are well balanced i.e. they show good co-ordination, complimentary skills, clear and defined duties and responsibilities, some members of the project team have worked together before on limited occasions. Key staff are generally locally based
4	100	Besides meeting the “good” rating, the proposed team is well integrated, and several members have worked together extensively in the past. Key staff are almost entirely locally based

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

[illegible]

T2.2.15 EXPERIENCE OF KEY PERSONNEL

The experience of assigned staff member in relation to the scope of work will be evaluated from three different points of view:

- 1) General experience, level of education and training and positions held of each operational area team leader.
- 2) The skills and experience of the assigned staff in the specific operational areas. Linked to the scope of work.
- 3) The key staff members' / experts' knowledge of issues which the tenderer considers pertinent to events e.g. local conditions, legislation, techniques etc.

CVs of the team director, and team leaders of **not more than 2 pages each** should be attached to this schedule: (define which CV's are required). Each CV should be structured under the following headings:

Personal particulars	Qualifications	Skills	Name of current employer and position in enterprise	Outline of recent assignments / experience that has a bearing on the scope of work
----------------------	----------------	--------	---	--

The scoring of the experience of key staff will be as follows:

Experience of Key Resources								
Job Title	Minimum Qualification Required	NQF for labour intensive construction	Number of Years' Relevant Experience on projects of routine road maintenance using labour intensive methods					Total Points
			Level 0 0 pts	Level 1 40 pts	Level 2 70 pts	Level 3 90 pts	Level 4 100 pts	
Project manager	BSc Eng or BEng or BTech in Civil Engineering	NQF 7 in Develop and Promote Labour-Intensive Construction Strategies	No Submission	≤ 1	> 1 ≤ 3	> 3 ≤ 5	> 5	15
Team Leaders	National Diploma in Civil Engineering or higher qualification	N/A	No Submission	≤ 1	> 1 ≤ 3	> 3 ≤ 5	> 5	10
Financial personnel	Relevant National Diploma or higher qualification	N/A	No Submission	≤ 1	> 1 ≤ 3	> 3 ≤ 5	> 5	5
Administration personnel	Relevant National Diploma or higher qualification	N/A	No Submission	≤ 1	> 1 ≤ 3	> 3 ≤ 5	> 5	5
Note 1: "experience" implies experience on EPWP using labor intensive methods projects. Note 2: "accredited degree / diploma" implies a minimum 3 yr qualification within the built environment, from a registered University or Institute of Technology.								

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

NAME :

(Block Capitals)

SIGNATURE :
(of person authorised to sign on behalf of the Tenderer)

DATE:

T2.2.16 APPROACH PAPER / METHODOLOGY / PROGRAMME

Refer to T1.2.3.5: "Functionality Specification" for Functionality Points evaluation prompts (if applicable).

Tenderers must explain their understanding of the objectives of the assignment and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should explain the methodologies to be adopted and should also include a project plan and programme which outlines processes, procedures and associated resources, indicates how risks will be managed and identifies what contribution can be made regarding value management.

Tenderers must attach their approach papers to this page. The approach paper should not be longer than 6 pages.

The scoring of the approach paper will be as follows:

Level	Pts	Criterion: Approach / Methodology
0	0	No response/ no documents submitted
1	40	The technical approach and / or methodology is poor / working tools and strategy are unlikely to satisfy project objectives or requirements. The programme is poor and has missed critical aspects.
2	70	The approach is tailored to address the specific project objectives and methodology. The approach does adequately deal with the critical characteristics of the project such as details on fleet, mobile devices (cell phone and electronic GPS), and proposed IT management system with the scope of work.
3	90	The approach is tailored to address the specific project objectives and methodology which include all programmed activities in appropriate order and includes staff, fleet, mobile devices (cell phone and electronic GPS), proposed IT management system, project management, financial administration, operations and health and safety. The programme is sufficiently flexible to accommodate changes that may occur during execution.
4	100	Besides meeting the " good " rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has excellent knowledge of working in the project environment and producing the required final product. Staff, fleet, mobile devices (cell phone and electronic GPS), and IT management system proposal and ownership/ provision arrangement are most likely to ensure a great project outcome. The programme is specific, paper details ways to improve the project outcomes and the quality of the outputs

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

PART C1 : AGREEMENTS AND CONTRACT DATA**C1.1 : FORM OF OFFER AND ACCEPTANCE****C1.1.1 : OFFER**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

Contract No: **1M-32128**

Contract Title: **Appointment of One Service Provider For North, South, West and West Central Regions for the Management, Administration and Support of the Zibambele Poverty Alleviation (Epwp) For 36 Months**

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

*** The offered total of the prices inclusive of Value Added Tax is:**

R..... (In words)

.....)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

For the Tenderer:

*** Name of Tenderer** (organisation) :

*** Signature** (of person authorized to sign the tender) :

*** Name** (of signatory in capitals) :

Capacity (of Signatory) :

Address :

:

Witness:

Signature :

Name(in capitals) :

Date :

Notes:

*** Indicates what information is mandatory.**

Failure to complete the mandatory information and sign this form will invalidate the tender.

C1.1 : FORM OF OFFER AND ACCEPTANCE**C1.1.2 : FORM OF ACCEPTANCE**

This Form will be completed by the Employer

By signing this part of the Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in:

- Part C1 : Agreement and Contract Data, (which includes this Agreement)
- Part C2 : Pricing Data, including the Bill of Quantities
- Part C3 : Scope of Work
- Part C4 : Site Information

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representatives of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature (*person authorized to sign the acceptance*) :

Name (*of signatory in capitals*) :

Capacity (*of Signatory*) :

Name of Employer (*organisation*) :

Address :

:

Witness:

Signature : **Date** :

Name(*in capitals*) : :

C1.1 : FORM OF OFFER AND ACCEPTANCE
C1.1.3 : SCHEDULE OF DEVIATIONS

This form will be completed by THE EMPLOYER and ONLY THE SUCCESSFUL TENDERER

1. **Subject** :
- Details** :
- :
2. **Subject** :
- Details** :
- :
3. **Subject** :
- Details** :
- :

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

FOR THE TENDERER

FOR THE EMPLOYER

.....	Signature	
.....	Name (<i>in capitals</i>)	
.....	Capacity	
.....	Name and Address of	
.....	Organisation	
.....		
.....		
.....	Witness Signature	
.....	Witness Name	
.....	Date	

C1.2: CONTRACT DATA**C1.2.1 CONDITIONS OF CONTRACT****C1.2.1.1 GENERAL CONDITIONS OF CONTRACT**

The Conditions of Contract are the Standard Professional Services Contract (Third edition: July 2009) published by the Construction Industry Development Board. (see www.cidb.co.za - copied for ease of reference in C4.2).

The Contract Data (including variations and additions) shall amplify, modify or supersede, as the case may be, the Standard Professional Services Contract, to the extent specified below, and shall take precedence and shall govern.

Each item of data given below is cross-referenced to the clause in the Standard Professional Services Contract to which it mainly applies.

C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT**1. GENERAL**

The Special Conditions of Contract (SCC) form an integral part of the contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2015 to the extent specified below, and shall take precedence and shall govern.

The Clauses of the Special Conditions hereafter are numbered "SCC" followed in each case by the number of the applicable clause or sub clause in the General Conditions of Contract 2015, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions, and an appropriate heading.

2. SCC 9.2 TERMINATION OF CONTRACTS (in addition to clause 9.2.4)

Should it appear to the Head of the Department concerned that the contractor is not executing the contract in accordance with the true intent and meaning thereof, or that he is refusing or delaying to execute the contract or that he is not carrying on the contract at such rate of progress as to ensure delivery by the date of delivery or that the time has expired within which delivery should have taken place or in the event of any other failure or default by the contractor, then in any such events, the Head of the Unit, may give notice in writing to the contractor to make good the failure or default, and should the contractor fail to comply with the notice within the period specified therein, then and in such case report the matter to the Bid Adjudication Committee.

The terminations of contracts awarded via the Bid Adjudication Committee are to be approved by the Bid Adjudication Committee. The contractor shall be responsible for any loss the Council may sustain by reason of such action as may be taken in terms of this clause.

3. SCC 5 CONTRACT PERIOD (clause 5.14.8)

The contract period is intended to be 36 months or the tendered sum, whichever comes first.

C1.2.2 CONTRACT DATA**C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER**

The Employer is the eThekweni Municipality as represented by: Deputy Head: **Roads and Stormwater Maintenance**

3.4 & The authorised and designated representative of the Employer is: Mark Tomlinson

4.3.2 The contact details of the authorised and designated representative are:

- Telephone : **031 311 7427**
- Fax : **031 311 7691**
- e-mail : **Mark.Tomlinson@durban.gov.za**

The address for the Receipt of communications is: **Mark.Tomlinson@durban.gov.za**

1 The Project is : **1M-32128**
: Appointment of One Service Provider For North, South, West and West Central Regions for the Management, Administration and Support of the Zibambebe Poverty Alleviation (Epwp) For 36 Months

1 Period of Performance : **36 MONTHS**

1 Start Date : **7 days from receipt of Road assessment data**

3.4.1 Communications by e-mail / facsimile **is** permitted.

3.5 The location for the performance of the Project is: **North, South, West and West Central region within eThekweni Municipality**

3.6 The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.

3.9.2 The time-based fees used to determine changes to the Contract Price are as stated in the Pricing Data.

3.12 The penalty per Day payable is: **R 10 000.00**

3.15.1 The programme shall be submitted within **14 Days** of the award of the Contract.

3.15.2 The Service Provider shall update the programme at intervals not exceeding **12 weeks**.

3.16 The time-based fees shall not be adjusted for inflation.

3.16.2 The indices are those contained in Table A of P0141 Consumer Price Index for "CPI for services" Published by Statistics South Africa.

Prices are fixed for the first 12-month period and thereafter adjusted annually using the CPI per province (KwaZulu-Natal) as specified on table A (Consumer Price Index: Main indices) of Statistical.

4.3.1(d) The Service Provider is not required to assist in the obtaining of approvals, licenses and permits from the state, regional and municipal authorities having jurisdiction over the Project.

5.4.1 The Service Provider is required to provide Professional indemnity in an amount as set out in the Professional Indemnity Schedule.

1. Insurance against: **Professional Indemnity Insurance**

Cover is : **R 10 000 000.00**

Period of cover : **for the duration of the contract**

- 5.5 The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:
- 1) **Appointing subcontractors for the performance of any parts of the Services**
 - 2) **Using alternative system or software not approved in writing by the Employer following a replacement of validated equipment.**
- 7.2 The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2 and to complete the Personnel Schedule.
- 8.1 The Service Provider is to commence the performance of the Services within **14 Days** of date that the Contract becomes effective.
- 8.2.1 The Contract is concluded when: **all deliverable in line with the scope of work are accomplished and all data including the electronic management program / system has been handed over as a property of the eThekweni Municipality.**
- 8.4.3(c) The period of suspension under clause 8.5 is not to exceed **12 months**
- 9.1 Copyright of documents prepared for the Project shall be vested with the **Employer**
- 11.1 A Service Provider may subcontract any work which he has the skill and competency to perform.
- 12.1 Interim settlement of disputes is to be by **Mediation**
- 12.2/3 Final settlement is by **Arbitration.**
- 12.2.1 In the event that the parties fail to agree on a mediator, the mediator is nominated by: **Consulting Engineers South Africa (CESA).** =
- 12.3.3 The adjudicator is the person appointed by: **Consulting Engineers South Africa (CESA).**
- Tel Fax
- 12.4.1 In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by: **Consulting Engineers South Africa (CESA).**
- 13.1.3 All parties in a joint venture or consortium shall carry a minimum professional indemnity insurance of **R 10 000 000.00.**
- 13.4 Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within **36 months** from the date of termination or completion of the Contract.
- 13.5.1 The provisions of 13.5 do not apply to the Contract.
- 13.6 The provisions of 13.6 do not apply to the Contract.
- 15 The interest rate will be prime interest rate of the Employers bank at the time that the amount is due.
- 16 **Penalty Clause for Non-Compliance with Contract Skills Development Goal (CSDG)**
- In the event that the Service Provider fails to achieve the Contract Skills Development Goal (CSDG) as specified in the CIDB Standard for Developing Skills Through Infrastructure Contracts (Gazette Notice No. 48491 of 28 April 2023), and fails to provide a reasonable explanation to the Employer for such non-compliance, the following penalties will apply:
- a) **Penalty Amount:** A penalty of R 59,841.83 (2 x Monthly CSDG Committed amount) (excluding VAT) per month shall be imposed for each month of non-compliance.

- b) **Duration of Penalty:** The penalty will be applicable for a period until the Service Provider achieves compliance with the CSDG.
- c) **Compliance Review:** The Employer will assess the Service Provider's compliance status at regular intervals, and any penalties imposed will be reassessed upon demonstration of compliance.

C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT

The additional conditions of contract are:

C1.2.3.1 PERFORMANCE MONITORING OF SERVICE PROVIDERS

For contract awards that are greater than R10m, the Service Provider shall be subjected to “Performance Monitoring” assessments in terms of the applicable Section of the Council’s current Supply Chain Management Policy.

C1.2.3.2 EMPOWERMENT INITIATIVE

The service provider shall, in the performance of the contract, achieve the **Contract Skills Development Goal (CSDG)** established in the CIDB Standard for Developing Skills Through Infrastructure Contracts, published in Gazette Notice No. 48491 of 28 April 2023.

Reference is to be made to Section C.3.3: “**CIDB SKILLS STANDARD**”

The awarded tender is to provide work integrated learning opportunities for University of Technology or Comprehensive University unemployed student completing their National Diploma. The unemployed learner working is to carryout work related to the scope for the period as calculated in C2.2 (Item 8). The Service provider shall achieve in the performance of the contract skills development goal established in the above-mentioned standard for developing skills through this contract as laid out in Section 4.2 subsection 4.2.5

The minimum prescribed reimbursement of the learner shall be as per **Method 3** of Table 3 of the standard. The current hourly notional cost (**Rate**) for the learner as per “GOVERNMENT GAZETTE, APRIL 2023” is **R93.26 excluding Vat**, calculated using an average of **21.67** working days per month.

- Where the unemployed learner is employed directly by the service provider, the service provider shall pay the stipend directly to the learner.
- Where the unemployed learner is sourced through an SDA, training provider or skill development facilitator, the service provider may pay the stipend to the SDA, training provider or skill development facilitator who in turn will pay the learner.
- The role and function of a cidb SDA is outlined in Annexure C3.3.3
- The proposed notional cost of the providing training opportunity will be reviewed as and when required. The new, revised costs will be published as revised in a Gazette Notice.

C1.2.3.3 EMPOWERMENT INITIATIVE

It is a condition of contract that the Professional Service Provider / Civil Engineering Consultant must allow for a minimum of 30% of the contract value (excluding PC Sum and Fixed Cost allowances) to be subcontracted to 51% black owned enterprises. Proof of payment to the subcontractors will be required to verify that the minimum has been achieved.

The penalty for not achieving the specified sub-contracting will be 0.5% of the contract value (excluding PC Sum items and Fixed Cost allowances) for every 1% of sub-contracting not achieved.

C1.2.2.2 DATA TO BE PROVIDED BY THE SERVICE PROVIDER

Ref / Clause Number	Data
1	The Service Provider is: Address : Telephone : Fax :
5.3	The authorised and designated representative of the Service Provider is: Name : The address for receipt of communications is: Address : Telephone : Fax : E-Mail :
5.5 & 7.1.2	The Key Persons and their jobs / functions in relation to the services are: Name : Specific Duties : Name : Specific Duties :

PART C2: PRICING DATA
C2.1: PRICING INSTRUCTIONS

C 2.1.1 The Service Provider is required to provide all the services necessary to undertake the project requirements in accordance with the Scope of Work. This includes all things necessary and incidental to providing the Services, including appointment and payment of subcontractors.

C 2.1.2 The sole basis for the remuneration of the Service Provider to be appointed to proceed with the project shall be:

C 2.1.2.1 The following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work for the services as defined in the Scope of Work

Quantity: The number of units of work for each item of the services

Rate: The payment per unit of work at which the Tenderer tenders to do the work for the services

Amount: The product of the quantity and the rate tendered for an item

C.2.1.2.2 The quantities set out in the Pricing Schedule are approximate quantities. The quantities of work accepted and certified for payment of the services, and not the quantities given in the Pricing Schedule, will be used to determine payments to the Service Provider. This amount could be more or less than the approximate quantities.

The validity of the Contract shall in no way be affected by differences between the quantities in the Pricing Schedule and the quantities finally certified for payment. Work for the services will be valued at the rates tendered, subject to the provisions of paragraphs 7 and 8 of this section.

C.2.1.2.3 The tendered rates are all-inclusive and covers the execution of the activities as listed,

1. Project Management fees

This shall include any costs not covered in project administration and the following key deliverables

- The project Manager is responsible for the management and administration of the programme in its entirety in terms of the operations manual, EPWP legislation compliance, OHSA compliance.
- Monthly and quarterly performance reporting
- Planning
- Managing the information management system to ensure accurate information is stored and generated
- Attendance of all critical meetings in terms of operations, planning and presentations
- Developing an exit strategy model for participants

2. Project administration

Shall cover all costs incurred by the tenderer, for the total administration management of the

Zibambele Programme, including Administrator, Data capture and HR functions, premises rentals, computers, printers, telephones, stationary and other associated costs, such as Data management and OHSA and First aid training costs for approximately 160 Overseers.

Payment for this item will be measured against the following deliverables

- Office rentals and hardware costs 20%
- Administration, data capturing and HR functions performed accurately 50%
- Filing systems hardcopy management 10%
- OHSA management and control/monthly reporting 10%
- Training costs/monthly reporting 10%

3. Payment of technical/operational staff

The tenderer must tender a collective sum for all the technical/operational staff that he will utilise for this project. This programme requires a minimum of 4 Team leaders and 14 Coordinators.

4. IT Information management systems/program

The service provider must price for an electronic information management program/system that is always accessible through an internet-based link by the Employer (approximately 6 users), the programme must be able to perform and reflect the following tasks: **(The system must be fully functional within one month of commencing the contract)**

- capture and save personal details of each beneficiary (name, surname, identity number, ward number, street address, training acquired, exit letters, death certificates and ID photo).
- must be able to capture the beneficiary's employment date, contract start date and termination or exit date for all Participants.
- track banking details and payment slips of all Participants.
- spatial representation of each beneficiary's road section maintained, on google earth or similar backdrop; **(within 3 months of commencing)**
- show Participants attendance registers/attendance exception reports per ward
- save old and new records of the Participants including records of tools and PPE issued to each beneficiary
- Save scanned contracts of Participants.
- Keep the records of management, performance, safety and incident reports.
- Records of weekly and monthly regional meetings.
- Participant performance in terms of tasks completed
- The system must have adequate storage capacity (cloud and local servers)
- The programme must be user friendly and be auditable by the eThekweni municipality and the Department of Public Works. (windows)
- The system must be able to generate performance and demographic reports monthly and quarterly

5. Electronic devices (GPS enabled)

Initially service providers used Trimble to capture and store the start and end points of the beneficiaries on their section of road. The fee shall include the acquisition, maintenance and management of any similar device to carry out and maintain this function. **Should the service provider choose to utilize a capable cell phone to undertake this function then this item must not be priced for.**

6. Cell phone packages for technical and operational staff

Technical/operational staff are constantly out in the field and therefore provision shall be made for communication devices and all operation costs.

7. Monthly printing and distribution of payslips

This fee shall include all costs incurred by the tender for printing, sealing of payslips and distributing approximately 7000 payslips per month to beneficiaries, financial verification and quality control.

8. Supply and delivery of tools and PPE9. Travel allowance (PC SUM)10. Mark-up: Supply And Deliver of Tools And PPE

Ad-hoc rate based on vehicles provided for Co-ordinators and Team leaders.

The expenses stated by the Employer are:

Item	Amount
GIS printing of documents issued to the Employer	market related cost or in accordance with the latest Rates for Reimbursable expenses published on www.publicworks.gov.za/consultants
- Maps, models, presentation materials - Or any other documentation approved by the employer	
Travel allowance (per km);	As per Employer's ad-hoc rates (currently @ R7.01 but fluctuates from time to time) for the first 1333km there after normal rates apply (currently @ R7.01 but fluctuates from time to time). The successful tenderer must have a mileage reporting system which is SARS compliant and must be included on the certificate monthly.
Bank charges	As per bank rates

- C.2.1.2.4 If the Tenderer has tendered a rate but omitted the amount, or vice versa, the missing amount or rate will, if possible, be determined in conjunction with the Tenderer from the available data, and the Tenderer must confirm his acceptance of these amounts and rates.

If the Tenderer groups a number of items together and tenders one lump sum for such group of items, this single tendered lump sum shall apply to that group of items and not to each individual item, or, should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed nil.

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during execution of the Contract.

- C.2.1.2.5 The works executed are being measured for payment in accordance with the methods described in the Contract Documents under the various payment items, notwithstanding any custom to the contrary.

C.2.1.2.6 The short descriptions of the payment items in the Pricing Schedule are given to identify the items and to provide specific details. Reference shall inter alia be made to the Scope of Work, Conditions of Contract and Special Conditions of Contract (if any) for more detailed information regarding the extent of the work entailed under each item.

C.2.1.2.7 Subject to the conditions stated in paragraph 8 below, the rates and lump sums filled in by the Tenderer in the Schedule of Quantities shall be final and binding with regard to submitting the Tender, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the Tender. Should there be discrepancies between the Tender Sum and the correctly extended and totalled Pricing Schedule, the Tender Sum will be deemed correct, and the Employer will have the right to make such adjustments to the Tender Rates as he deems necessary to reconcile the total of the Pricing Schedule with the Tender Sum.

In such an event the Tenderer will be consulted but, failing agreement between the parties, the decision of the Employer will be final and binding. Adjustment of the Tender Sum will take place only after acceptance of the Tender, but prior to the signing of the Contract. In their own interests Tenderers should make doubly sure of the correctness of their tendered rates, the extensions and the Tender Sum.

C.2.1.2.8 A Tender may be rejected if the unit rates or lump sums for some of the items in the Pricing Schedule are in the opinion of the Employer, unreasonable or out of proportion and if the Tenderer fails within a period of seven (7) days of having been notified in writing by the Employer to adjust the unit rates or lump sums for such items to make such adjustments.

C.2.1.2.9 All rates and sums of money quoted in the Pricing Schedule shall be in Rands and whole Cents. Fractions of a cent shall be discarded.

C.2.1.2.10 The minimum prescribed reimbursement of the learner shall be as per **Method 3** of Table 3 of the standard. The current hourly notional cost (**Rate**) for the learner as per "GOVERNMENT GAZETTE, APRIL 2023" is **R93.26 excluding Vat**, calculated using an average of 21.67 working days per month.

- Where the unemployed learner is employed directly by the service provider, the service provider shall pay the stipend directly to the learner.
- Where the unemployed learner is sourced through an SDA, training provider or skill development facilitator, the service provider may pay the stipend to the SDA, training provider or skill development facilitator who in turn will pay the learner.
- The proposed notional cost of the providing training opportunity will be reviewed as and when required. The new, revised costs will be published as revised in a Gazette Notice.
- Not more than 45 working hours can be claimed per week.

2.2: PRICING SCHEDULE

Item	Description / Item Code	Unit of Measure	Estimated Quantity Required	Rate (Excl. VAT)		Amount (Excl. VAT)	
				R	c	R	c
1.1	Project management fees (running costs) including one designated project manager	Month	36				
1.2	Project administration (administration costs) including designated project administrators and data capture salaries.	Month	36				
1.3	Payments for technical/operational staff (4xteam leaders and 14 x coordinators) monitoring 4 regions with 6975 participants	Month	36				
1.4	Information management system/software (upgrades and maintenance)	Month	36				
1.5	Electronic devices (GPS enabled) for capturing and mapping participant locations, road sections	Month	36				
1.6	Cell phone packages for technical/operational staff	Month	36				
1.7	Printing and distribution of contract pay slips and UIF forms	Month	36				
1.8	Travel Allowance for 19 vehicles	Prov Sum	1				
1.9	Supply And Deliver of Tools and PPE and first aid kits for supervisors. The pricing will be based on supply, storage and distribution	Prov Sum	1				

Item	Description / Item Code	Unit of Measure	Estimated Quantity Required	Rate (Excl. VAT)		Amount (Excl. VAT)	
				R	c	R	c
2.0	Mark-up: Supply And Deliver of Tools And PPE	5%	1				
	SUB-TOTAL						
2.1	Skills cost (refer to clause C.1.2.3.2)	Sub-total (Rm) x 150	<u> </u> Hrs.			R	

Note: (Rm) Rand in millions, which should be used to calculate Hrs (e.g. R3 400 000.01/1000000 = R3.4m)

(e.g. Hrs = R3.4m x 150 = 510Hrs)

		Sub-Totals:		
		15% VAT:		
Total (incl. VAT) carried forward to the Tender Form:				

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

PART C3.1: SCOPE OF WORK

BACKGROUND

Zibambele is a poverty alleviation programme for previously disadvantaged individuals. It consists of the creation of sustainable job opportunities for poor rural families through the maintenance of low volume roads.

The programme consists of four regions.

- North Region
- South Region; and
- Outer west Region
- Inner West region

Zibambele is a poverty alleviation programme which mainly targets destitute women-headed households in rural areas, to provide essential road maintenance and other labour-intensive activities, in return for a monthly payment stipend. It has, over time, matured to become a very significant programme which contracts, mainly unskilled and otherwise unemployable, labour, reaching into every corner of the Municipality.

Individuals from destitute households, are engaged to carry out road maintenance activities. EPWP Participants will each be allocated sections of between 300 and 500 meters to maintain. Work undertaken would typically include:

- Maintenance of the road drainage systems including open channels, mitre drains and stormwater inlets.
- Ensuring good roadside visibility including grass cutting at intersections.
- Maintenance of gravel road surface to minimise rutting and corrugations and the sweeping of asphalt roads.
- Clearing the road verges of litter and noxious weeds; and
- Other labour-intensive activities as determined from time to time.

The contract provides EPWP Participants with two days per week to perform their road maintenance tasks. The remainder of the time is free for them to carry on with any other activities, such as planting crops and seeing to their private affairs.

What makes the Zibambele Programme different to normal poverty relief programmes is that it creates meaningful work, thus giving the EPWP Participants a sense of dignity associated with being gainfully employed? The EPWP Participants, mainly women, are selected by the community and it is they who decide who is the neediest of them all. This creates an enormous sense of community ownership of the Programme and of partnership with Government.

In addition to the social benefits of providing a financial “safety net” for the poorest of the poor, eThekweni Municipality Roads and Stormwater Maintenance (RSWM) Department is fulfilling a core function, which is the maintenance of its road network and other assets. In doing so, it has saved millions of rands, through:

- Reduced wear-and tear to vehicles, through regular maintenance and improved fault reporting.
- Improved road safety, through regular pothole patching and corrugation repairs on gravel roads and grass cutting, especially at intersections and dangerous curves.
- Protection of State assets, through the regular clearing of waterways and stormwater systems as well as the construction of rock bolsters on gravel road mitre drains preventing erosion.

- Reduced maintenance costs, through the targeting of persons living within walking distance from their places of work.

C3.2 EMPLOYER'S OBJECTIVES

The Employers objective is to obtain offers for the provision of a professional service provider to manage the Zibambele programme in its entirety, which if successful can replace the existing service provider in a seamless manner without disrupting current operations.

HANDOVER INCLUSIVE OF THE 36 MONTH CONTRACT PERIOD

The successful service provider will ensure that the transition from the outgoing service provider to the new service provider is seamless.

The new service provider must: -

- Ensure that core personal is orientated and trained on the operational aspects of the programme during the hand over period.
- Ensure that all Beneficiary hard copy files/records and information are transferred and set up in an auditable filing system which will be available to the eThekweni Municipality at all times.
- Ensure that all electronic data/records/information and GIS data is transferred to the new Service providers web-based management system successfully and that eThekweni Municipality personally have access to the system.
- Ensure that a system for printing and distributing of payslips is functional.
- Ensure that all UIF details and information is successfully migrated for monthly contributions.
- Transfer and undertake an inventory of first aid kits for Participant supervisors.
- Undertake a PPE and Tool inspection/audit of Participants.
- Undertake participant physical verification during the hand over period

During the initial hand over period the exiting service provider will remain responsible for all outputs and performance indicators.

Overall Deliverables

1. The service provider will manage the programme using an existing operations manual and will be expected to update and revise the manual within three months of the takeover period. The service provider is expected to make changes to maximise work efficiency moving away from individual to team based activities.
2. The service provider will manage the programme in accordance with EPWP guidelines and policies.
3. The service provider assumes responsibility as agent of the employer for all aspects relating to (Construction Regulation & OH&S Act).
4. The service provider must provide an electronic information management program/system that is always accessible through an internet-based link by the Employer (approximately 6 users), the programme must be able to perform and reflect the following tasks: **(The system must be fully functional within one month of commencing the contract)**
 - capture and save personal details of each beneficiary (name, surname, identity number, ward number, street address, training acquired, exit letters, death certificates and ID photo).
 - must be able to capture the beneficiary's employment date, contract start date and termination or exit date for all Participants.
 - track banking details and payment slips of all Participants.

- spatial representation of each beneficiary's road section maintained, on google earth or similar backdrop;**(within 3 months of commencing)**
 - show Participants attendance registers/attendance exception reports per ward
 - save old and new records of the Participants including records of tools and PPE issued to each beneficiary
 - Save scanned contracts of Participants.
 - Keep the records of management, performance, safety and incident reports.
 - Records of weekly and monthly regional meetings.
 - Participant performance in terms of tasks completed
 - The system must have adequate storage capacity (cloud and local servers)
 - The programme must be user friendly and be auditable by the eThekweni municipality and the Department of Public Works. (windows)
 - The system must be able to generate performance and demographic reports monthly and quarterly
5. The service provider must have the capability of capturing the start and end point coordinates of each beneficiary with a handheld device representing each beneficiary spatially on a GIS system.
 6. The system must be compatible with the Employers GIS systems. Each Participants Name, identity number and photo must be linked to his/her spatial road link.
 7. The service provider must have suitable premises to accommodate all staff associated with the management of the Zibambele programme, the premises must be centrally situated to handle participant pay and if queries or have sub offices to accommodate field staff throughout the eThekweni Metro. eThekweni Municipal officials including auditors must always have unrestricted access to these premises.
 8. The service provider must be able to store and distribute all tools and PPE to Participants and keep auditable record of each item issued.
 9. Programme Management and Liaison with the RSM Project Manager.
 10. Programme Administration
 11. Ensures that attendance registers are utilised to submit accurate pay space schedules/exception reports for participant payments no later than the 15th of each month **(Any errors which results in overpayments will be for the service providers account and will be deducted from the service providers invoice)**
 12. The development of an exit strategy for participants into cooperatives for road and stormwater maintenance initiatives.
 13. Performance monitoring of all Participants and adherence to predefined standards,
 14. Constant evaluation of programme effectiveness in meeting objectives with a view to amend as necessary the allocation of resources. (in line with variable contractor numbers)
 15. To ensure that the Participants allocated road sections are on the official eThekweni Municipality's Road network,
 16. Service provider must verify all Participants against the EPWP database prior to the commencement of their contract to avoid double dipping
 17. Assist the Participants in processing UIF claims,
 18. Monthly printing and distribution of payslips,
 19. The service provider must conduct physical participant verifications, Tool and PPE audit within one month of commencing the contract. And 6 monthly thereafter
 20. All data and information relating to the Zibambele programme will remain the property of the eThekweni Municipality and the service provider will hand over all data and information on completion of the contract period to the eThekweni Municipality and incoming service provider.
 21. The eThekweni Municipality is in the process of developing its own information management system and the service provider is expected to transfer data and information onto the new system which will run parallel to the service providers system during the 36-month contract period.

All the above deliverables must form part of the approach paper.

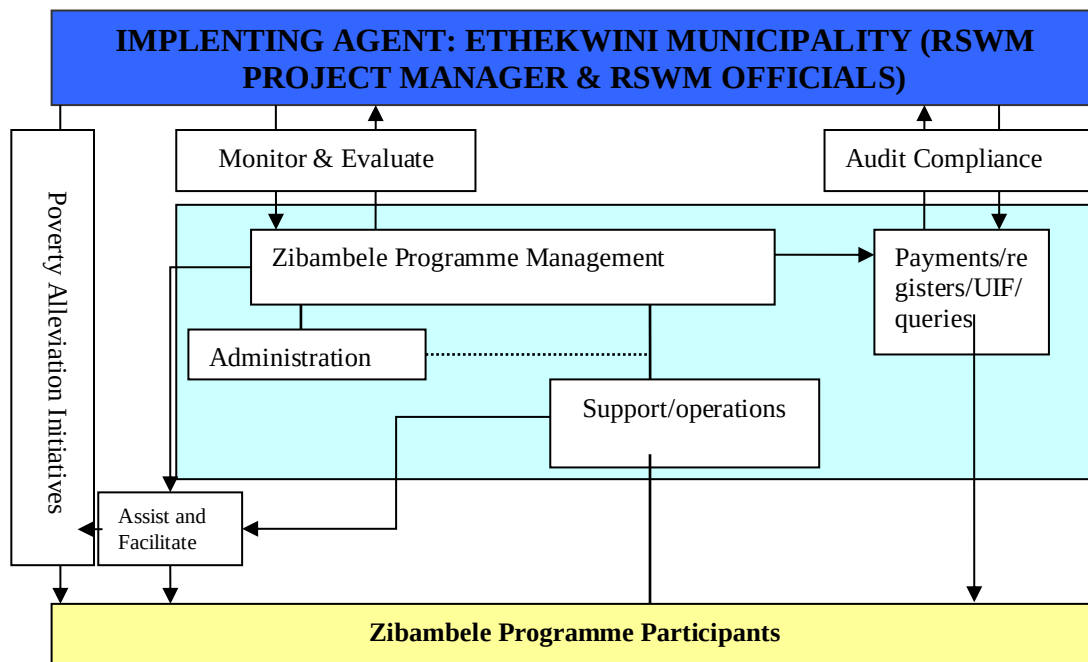
ZIBAMBELE OPERATIONAL ASPECTS

1. Programme Scope

The programme's main outputs are the efficient management of the Participants of the Zibambele Programme and the monitoring and reporting on their performance and attendance to the eThekweni Roads and Stormwater Maintenance (RSM) Project Manager

PROGRAMME ACTIVITIES

Figure 1



2. ZIBAMBELE PROGRAMME RESOURCES

Figure 2 presents the current resources and functional requirements for the Programme activities. (The tenderer may wish to change the above structure and must include the proposals in the approach paper)

A) North Region

Level		No
2.1	Beneficiaries	1986 (variable depending on RSM instruction)
2.2	Participant Supervisor	45 (variable depending on RSM instruction)
2.3	Coordinators	4 (variable depending on RSM instruction)
2.4	Team leaders	1 (variable depending on beneficiary numbers and Service provider's)
2.5	Programme Management	
2.6	Administration	
2.7	Payment schedule participants	
2.8	Monitoring and Evaluation	
2.9	Health and Safety	

Figure 2.1

B) South Region

Level		No
2.1	Beneficiaries	1577 (variable depending on RSM instruction)
2.2	Participant Supervisor	38 (variable depending on RSM instruction)
2.3	Coordinators	3 (variable depending on RSM instruction)
2.4	Team leaders	1 (variable depending on beneficiary numbers and Service provider's)
2.5	Programme Management	
2.6	Administration	
2.7	Payment schedule participants	
2.8	Monitoring and Evaluation	
2.9	Health and Safety	

Figure 2.2

C) West Region

Level		No
2.1	Beneficiaries	2049 (variable depending on RSM instruction)
2.2	Participant Supervisor	46 (variable depending on RSM instruction)
2.3	Coordinators	4 (variable depending on RSM instruction)
2.4	Team leaders	1 (variable depending on beneficiary numbers and Service provider's)
2.5	Programme Management	
2.6	Administration	
2.7	Payment schedule participants	
2.8	Monitoring and Evaluation	
2.9	Health and Safety	

Figure 2.3

D) West Central Region

Level		No
2.1	Beneficiaries	1295 (variable depending on RSM instruction)
2.2	Participant Supervisor	26 (variable depending on RSM instruction)
2.3	Coordinators	3 (variable depending on RSM instruction)
2.4	Team leaders	1 (variable depending on beneficiary numbers and Service provider's)
2.5	Programme Management	
2.6	Administration	
2.7	Payment schedule participants	
2.8	Monitoring and Evaluation	
2.9	Health and Safety	

Figure 2.4

(PARTICIPANTS)

The Zibambebe Participants are employed on behalf of the eThekweni Municipality and are selected by the Ward Structures from the most disadvantaged communities of eThekweni. Their task is to carry out low intensity maintenance on their section of road. They are employed for 8 days per month and supervised on a daily basis by the Participants supervisors who monitor their attendance and general performance.

The condition of their section and their tools are formally inspected on a regular basis by the coordinators. All participants must be provided with skills training by the service provider coordinators. (Terms and conditions of employment are as per EPWP Policy and guidelines)

a) UNPAVED ROADS

Zimbabwe Participants carry out the following list of duties on gravel roads. Zimbabwe Participants should maintain the road drains and verges and keep the road surface clear of debris and litter. The overall workload includes minor surface repairs, and the recommended length of a section should generally be no more than 300m. Verge widths should be from edge to edge of road reserve but should not exceed 3m on either side. **(Road sections may only be selected from the official eThekweni un-surfaced road network and the beneficiary must reside no more than 1 kilometre from his/her road section to be maintained)**

Contractor Duty List – Unpaved Roads

- Clear, and keep clear, side drains, mitre drains, dish drains and all other outlet channels and drains of silt,
- Earth deposits and other deleterious matters.
- Clear, and keep clear, culvert inlets and outlets.
- Clear, and keep clear, pipe culverts.
- Cut, and keep foliage cut, to a maximum height of 15 cm (except trees with girth > 30 cm).
- Gather, load, transport and deposit foliage cuttings in a designated area.
- Gather, load, transport and deposit other debris and litter in a designated dumping area.
- Load suitable material provided and transport to potholed areas and eroded channels.
- Fill, and keep filled, potholes and eroded channels.
- Gather, load and transport small rocks to damaged erosion bolster positions as required; and
- Repair damaged erosion bolsters as required.

b) SURFACED ROADS

Zimbabwe Participants carry out the following list of duties on surfaced roads. Zimbabwe Participants should maintain the road drains and verges and keep the road surface clear of debris and litter. The overall workload excludes surface repairs, and the suggested length of section should be no more than 500m. Verge widths should be from road edge to edge of road reserve but should not exceed 3m.

(Road sections may only be selected from the official eThekweni surfaced road network and the beneficiary must reside no more than 1 kilometre from his/her road section to be maintained)

Contractor Duty List – Surfaced Roads

- Clear, and keep clear, side drains, mitre drains, dish drains and all other outlet channels and drains of silt,
- Earth deposits and other deleterious matters.
- Clear, and keep clear, culvert inlets and outlets
- Clear, and keep clear, pipe culverts
- Cut, and keep foliage cut, to a maximum height of 15 cm (except trees with girth > 30 cm)
- Gather, load, transport and deposit foliage cuttings in a designated area
- Gather, load, transport and deposit other debris and litter in a designated dumping area
- Load suitable material provided and transport to potholed areas and eroded channels
- Fill, and keep filled, potholes and eroded channels
- Gather, load and transport small rocks to damaged erosion bolster positions as required

- Repair damaged erosion bolsters as required
- Cut foliage growing adjacent to the road surface in a manner such that water falling on the road surface is allowed free movement off the surface.

PARTICIPANTS SUPERVISORS

The Zibambele Participants supervisors are employed on behalf of the eThekweni Municipality and are also selected from the same communities as the Participants. The selection of Participants supervisors is based on their potential leadership ability and their general acceptance in their community. Participants supervisors are employed for the full month and supervise approximately 50 Zibambele Participants each. (Participants supervisors must be literate). (Terms and conditions of employment are as per EPWP Policy and guidelines)

Zibambele Participants supervisors carry out the following list of duties on gravel roads. In general, a Participant supervisor is expected to support approximately 50 Zibambele Participants depending on the location and distribution of their Participants. The Participant's supervisors are required to:

- Monitor the road condition of each beneficiary daily and instruct the beneficiary with regard to work required and the work methods used.
- Monitor the beneficiary's attendance and performance and take on site corrective action.
- Submit monthly or weekly registers to their Coordinators.
- Inform the Coordinator of any attendance or performance-related issues and attend the subsequent poor performance meetings.
- Ensure that Participants set out hazard cones and are wearing all safety apparel while working.
- Carry out the instructions of the Zibambele Coordinator and submit monthly reports to him/her.
- Be present when the coordinator formally inspects each beneficiary's section once per month.
- Assist in the provision of technical and other training to Participants through their Ward associations
- Assist in the timeous issue of tools and equipment.
- Monitor the condition of tools and equipment and arrange replacements when necessary.
- Assist with the formation and ongoing administration, attend meetings with service provider when required
- Assist with the provision of suitable road building material for the Participants.

COORDINATORS

Coordinators are employed by the service provider, and their role is to manage critical aspects of the programme. They form the link between the community, the Councillors, the EMA Officials and the Programme Management team. Currently a Coordinator supports **approximately 10 Participants supervisors**. A Coordinator must be an individual/Graduate who has S4 or Diploma in Civil Engineering and a code B or EB driver's license and is seeking experiential training. (T09 eThekweni pay curve equivalent).

Coordinators must keep in regular contact with their Participants and Participants supervisors to ensure that all Participants are fulfilling their contract with the Municipality. Together with ongoing monitoring, they will also undertake formal inspections of their Participants monthly to determine the condition of the sections of road and the status of their tools. They must have a thorough understanding of their respective road network under their control

SOME OF THE DUTIES CURRENTLY PERFORMED

- Responsible for the support and management of all Participants in their wards.
- Schedule beneficiary's daily tasks.
- Provide ongoing training to Participants on best practices for carrying out maintenance activities
- Responsible for road safety requirements.
- Capturing of start and end point coordinates of each beneficiary
- Responsible for the acquisition of ID books for all Participants.
- Responsible for the opening of bank accounts for all Participants
- Responsible for managing tool requirements and distribution
- Facilitate the formation and support of potential cooperatives
- Reporting road and stormwater defects to the relevant RSWM Regional office.
- Liaising with Councilors and community structures in the selection process

TEAM LEADERS

Team Leaders are employed by the service provider and are preferably promoted from the ranks of the Coordinators. They are responsible for **approximately 3/4 Coordinators and 1500/2000 participants**. This structure reinforces the lines of communication and introduces clear lines of accountability to the Programme. Team Leaders must have attained a Diploma in Civil engineering as well as a code B or EB driver's license as a prerequisite. (T11 eThekweni pay curve equivalent).

Team Leaders manage their respective Coordinators by ensuring routine tasks are carried out. They are also involved in monitoring and evaluating the Programme and reporting their findings to Programme Management.

They play an important oversight role when issues of poor performance have to be addressed. They are responsible for the formal aspects of counselling and the issuing of performance notifications which allow the coordinators to maintain a working relationship with their Participants.

SOME OF THE DUTIES CURRENTLY PERFORMED

- Proactive planning of the Zibambele programme activities.
- Keep Programme Management informed of the status of the programme in their Coordinators' wards.
- Keep eThekweni Municipal Authority officials informed of the status of the programme in their maintenance areas.
- Keep Councilors informed on the status of the programme in their wards.
- Compliance with the occupation, health and safety act.
- Attending regional meetings with all stakeholders and presenting status reports

3. PROGRAMME MANAGEMENT

One of the key outputs of the programme is the accurate and efficient management of the Programme. This output plus the timeous and accurate reporting on the Programme to the eThekweni Municipality will be the prime responsibility of Programme Management.

SOME OF THE DUTIES CURRENTLY PERFORMED

- Providing project plans

- Updating the operations manual
- Ensuring Epwp and labour compliance
- Managing all administrative and operational activities
- Managing the information management system outputs
- Programme performance reporting
- Ensuring HR functions and disciplinary resources are available

4. MONITORING AND EVALUATION

The performance of the Programme must be continually monitored according to the key performance indicators prescribed by the EMA. Routine reports must be submitted on a regular basis with reflective reports on specific issues being reported on an ad hoc basis.

5. PROGRAMME ADMINISTRATION

a) Responsibilities

Programme Administration is responsible for the management and storage of all data relating to the Zibambebe Programme. They rely on the Coordinators and Team Leaders to supply them with all necessary forms and details. Data to be captured and managed include the following:

Data Details	Hard Copy	Electronic Copy IMS
Participants personal particulars	Individual's folder	Server
Participants bank account details;	Individual's folder	Server & audit datasets
Scanned copies of the Participants identity documents	Individual's folder	Server
Digital photographs of Participants	No hard copy	Server
Geospatial data of the Participants sections	Maps on request	GIS dataset/pdf maps
Record of all payments made to Participants	Grouped by ward	Server & audit datasets
Participants attendance records	Grouped by ward	Server
Scanned copies of Participants contracts	Individual's folder	Server
Monthly records of the condition of Participants sections	No hard copy	Server
Records of tools issued to Participants	Individual's folder	Server
Monthly records of the condition of Participants tools	hard copy	Server

b) Deadlines for Data Capture

All records must be kept up to date. These records must be available for download or scrutiny within the periods stated below:

- Details of new Participants within 2 weeks of their recruitment.
- Geospatial information of sections within 2 weeks of recruitment.
- Attendance records by the second last day of the month.
- Payment details within 2 days of payment.

- Performance records within 2 days of inspection; and
- Tool condition records within 2 days of inspection.

c) Storing of Data

All records must be stored electronically on a web-based information management system (Server). Hard copies of data will either be stored separately (Individual's Folders) or grouped by ward or area. Individual's Folders are grouped by ward in a filing system and storage boxes on handover.

d) Checking of Data

Data must be checked routinely by programme management on a monthly basis. Records of which data was checked on which date must be kept separately:

- Electronic data must be checked against Individual's Folders; and
- The Individual's Folders must be checked for completeness.

Records of missing or incorrect data must be presented to the RSM Project Manager on a monthly basis. The RSM Project Manager/staff/auditors will carry out independent random checks of this information.

6. DETERMINING BENEFICIARY NUMBERS

The eThekweni Municipality is responsible for the determination of the number of Participants for the Zibambele Programme. The density of unemployed people in a ward forms the basis of the allocation procedure.

The eThekweni Municipality will from time to time inform Project Management of any changes to the distribution and numbers of Zibambele Participants and Participants supervisors in a ward.

7. SELECTION PROCEDURE

SECTION ALLOCATION

Community ward structures/councillor assist with the identification of candidate sections and notify the communities through the Ward Structures.

The coordinator then inspects each section of road or pathway. The extent of each section is determined by ensuring that each recruit has the same workload. Workloads may vary due to the presence of steeper gradients where storm water damage is more prevalent or where verge growth is extreme or where wheelbarrow work is more strenuous.

The road sections are generally limited to 0.50km and the pathway sections are limited to 0.80km. Once the road, pathway section limits have been finalised the coordinator captures the extents on their GPS.

Having checked that the demarcated road section forms part of the official paved or unpaved road network in a given ward, the coordinator and the relevant Ward Structures in the area call a selection meeting for all possible Participants in the ward. At this meeting, which is facilitated by the eThekweni Municipality, the Ward Structures nominate destitute individual from households and finally agree by consensus on those individuals of the community who will be recruited as Zibambele Participants.

8. TRAFFIC VOLUMES

Where the traffic composition on roads allocated for Zibambe Maintenance exceeds 400 vpd or the traffic comprises more than 15% heavy vehicles even if the total traffic count is less than 400 vpd, Zibambe beneficiary's work must not include any maintenance of the road surface. Their work must be limited to working in the road reserve, including the drains.

9. HAZARD IDENTIFICATION AND RISK ASSESSMENT

(Construction Regulation & OH&S Act)

All construction Regulations are as per construction Regulations 2014

10. DEVELOPMENT OF RISK ASSESSMENTS

a) Duties of the Programme Manager

The Programme Manager shall, before the commencement of any services, cause a risk assessment to be performed by a competent person, appointed in writing, and the risk assessment shall form part of the OH&S plan and be implemented and maintained as contemplated in Construction Regulation 5(1).

b) Included in the Risk A

The Risk Assessment shall include, at least:

- *The identification of the risks and hazards to which persons may be exposed.*
- *The analysis and evaluation of the risks and hazards identified*
- *A documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified a monitoring plan; and*
- *A review plan*

11. PROTECTIVE CLOTHING

All Participants supervisors and Participants will be issued with suitable protective clothing and footwear in the form of overalls, boots, goggles, reflective safety vests, cones and gloves. Team leaders and coordinators must wear their reflective safety vests when monitoring sites

Personal & Other Protective Equipment (Sections 8/15/23 or the OHS Act)

The service provider is required to identify hazards in the workplace and deal with them. He must either remove them or, where impracticable take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

Personal Protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of PPE is considered.

Where it is not possible to create an absolutely safe and healthy workplace the Contractor is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

It is a further requirement that the said equipment be maintained by the service provider, that he instructs and trains the Participants in the use of the equipment and ensures that the prescribed equipment is used by the Participants.

Participants do not have the right to refuse to use/wear the equipment prescribed by the employer and, if it is impossible for a beneficiary to use or wear prescribed protective equipment through health or any other reason, the beneficiary cannot be allowed to continue working under the hazardous condition/s for which the equipment was prescribed but an alternative solution has to be found that may include relocating or terminating the beneficiary.

The service provider may not charge any fee for protective equipment prescribed by him/her but may charge for equipment under the following conditions:

- Where the beneficiary requests additional issue in excess of what is prescribed
- Where the beneficiary has blatantly abused or neglected the equipment leading to early failure
- Where the beneficiary has lost the equipment

All Participants shall, as a minimum, be required to wear the following PPE:

- Protective overalls
- Protective footwear
- Safety reflective vest
- gloves

All PPE provided to local labour working on the Expanded Public Works Programme shall be branded in accordance with the EPWP CI Manual.

12. DISPOSABLE GLOVES

All workers engaged in the disposal of dead animals shall be issued with disposable gloves and masks.

13. TOOL ISSUING AND REPLACEMENT

All tools and safety equipment will be issued by the service provider upon the approval of eThekweni Municipality Representative. Bin bags issued will be by way of requisition through eThekweni Municipality Procurement Department.

14. STANDARD TOOLS ISSUED

TOOLS REQUIRED FOR ROAD MAINTENANCE TASKS

At the commencement of a Zibambele EPWP Beneficiary's contract they are issued with a set of **SABS approved tools**. Normally the entire selection is not issued to all EPWP Participants, and deviations can be made with the approval of the eThekweni Municipality. The standard selection of tools is provided in together with the life expectancy of the tools and equipment.

All tools issued must be obtained from SABS approved manufacturers and should bear the SABS mark of approval. (The service provider is required to provide a fair procurement process proposal for council approval within the hand over period)

Table 3: List of Tools to be issued to Zibambele Participants

Description	Expected Lifespan	Manufacturer / Make
Wheelbarrow	3 years	Falcon (one per four participants)

Spade	3 years	Lasher
Plastic/Steel Rake	1 year	Lasher (steel rake for gravel roads)
Bush Knife	1 year	Lasher
Broom	4 months	King Horn
Sickle	2 years	Lasher
Traffic Cones x2	3 years	As per RSM spec (450mm)
Bin Bags (litter)	2 per EPWP Beneficiary per week	Yellow DSW for litter
Bin Bags (garden)	As per request	Green (parks)
Note:	Cones and boots to be replaced on exchange at respective depot.	
	The issuing of either a steel rake or a bush will be determined by the extent of the work to be carried out.	
	Not all EPWP Participants are issued with a full set of tools, as the required tools are site dependent.	

Table 3: List of Personal Protective Equipment to be issued to Zibambele Participants

All tools issued must be obtained from SABS approved manufacturers and should bear the SABS mark of approval.

Description	Expected Lifespan	Manufacturer / Make
Suit workwear orange 2 piece (Overall), with high visibility and EPWP Zibambele Poverty Alleviation Programme logo.	3 years	As per RSM spec
Safety Vest braises high visibility 4 way	2 years	As per RSM spec
Orange hat with EPWP Zibambele Poverty Alleviation Programme logo	3 years	As per RSM spec
Leather Gloves	6 months	As per RSM spec
Safety Boots	18 months	Project boots

15. PAYMENT PROCEDURE

Good governance requires that payments to programme Participants are accurate and auditable. To this end the functions of Programme Management and Administration are clearly separated from the payment of Participants. Programme administration and payment have been structured to have separate reporting protocols using the same datasets.

16. ZIBAMBELE PARTICIPANTS AND PARTICIPANTS SUPERVISORS PAYMENT SCHEDULE:

All electronic payments to EPWP Participants are made through the eThekweni Municipality salary payment system. Attendance registers are utilised to submit pay space schedules for participants, pay space schedules to be submitted by the 15th of every month.

All EPWP Participants are required to operate a banking account and be registered with **SARS** so that they can be paid electronically.

Payments are made automatically on the 25th of every month to those EPWP Participants who have fulfilled their obligations in terms of their contract. No payments will be made without the approval of the Programme Management.

Adjustments through non-attendance / death or tool damage repayments must be clearly presented in an

exception report prior to stipends being processed.

No participant payments are made in advance, service providers are responsible for accurate time and attendance schedule/exception reports considering non-attendance days, deaths, resignations/pensionable age. The service provider will be held liable for errors and overpayments.

17. ZIBAMBELE PROGRAMME SUPPORT INVOICE:

This invoice must be submitted to the eThekweni Municipality for authorisation by the 30th of every month. The invoice will present all costs incurred to support the Zibambele Programme based on the approved Business Plan and tender rates. Details of time, travel and other disbursements must be presented in the approved format. **(only tax schedules from a tracking company will be accepted to verify travel claims)**

18. PROCESS FLOW

The attendance and performance of the Zibambele Participants and Participants supervisors are monitored monthly by the coordinators. Payments to the Zibambele Participants are made to each individual participant at the end of every month that they have worked. The entire process flow with milestone dates is presented in EZP 6 Payment Procedure Form. Exception report schedules for non-attendance days/Deaths/pensionable age

Are submitted to the pay space administrator monthly.

19. PAYMENT REGISTERS

Programme Administration will maintain an ongoing payment register which reflects all Zibambele Participants recruited for the Programme and the details and time of every payment made.

A separate list of actual payments made through the Zibambele Programme bank account must be maintained by the Pay space administrator for audit purposes.

20. RECONCILIATIONS

Reconciliation reports are to be generated monthly for audit purposes. This report must reflect participants that have retired /passed away or absconded as well as any under and over payment for the month.

21. CONTROLS

The Programme service provider Manager will be held accountable for ensuring accurate payment schedules are submitted for processing. Payment, attendance and performance registers must be maintained daily and must be available for scrutiny at any time.

22. PAYMENT CONTROL MECHANISMS

Each month the coordinators will submit performance and attendance registers to the consultant administration for capturing and processing and submission to the eThekweni Pay space administrator in an agreed format. These registers, being the basis for payment, must be sufficiently detailed and accurate to back up the Zibambele Participants and Participants supervisors' Monthly salaries. Details of these registers will be made available and accessible to the eThekweni Municipality through an internet-based management system.

The service provider is to ensure that all potential Zibambebe Participants and Participants supervisors have the following documents as a prerequisite during the selection process

- Bank account
- ID documents.
- Tax certificate

In addition to the above, no participants are to commence work prior to them being verified and approved by the eThekweni Municipality Pay space Administrator and Project Manager

23. ID DOCUMENTS

Only people with valid ID documents may be selected as potential Zibambebe participants .no exceptions will be made.

24. BANK ACCOUNTS

Each Participant is responsible for the opening of their own account and providing such proof/ banking confirmation during the application for employment and verification process

Participant and Participant Supervisors are responsible for the management of their own banking account. Council will not be responsible for bank rejections as a result of bank account closures and non-payments to participants.

C3.3 ANNEXURES

- 1. STANDARD CONDITIONS OF TENDER**
- 2. CIDB STANDARD PROFESSIONAL SERVICES OF CONTRACT**
- 3. CONTRACT SKILLS DEVELOPMENT GOAL. GAZETTE NOTICE NO. 48491 OF 28 APRIL 2023.**

C3.3.1 STANDARD CONDITIONS OF TENDER – CIDB SFU (2015)

Annex F (normative)

Standard Conditions of Tender

F.1 General

F.1.1 Actions

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of ineptitude that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

C3.3.2 CIDB STANDARD PROFESSIONAL SERVICES OF CONTRACT

**STANDARD PROFESSIONAL SERVICES
CONTRACT**

(July 2009)
(Third Edition of CIDB document 1014)



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July, 2009: Edition 3 of CIDB document 1015

Standard Professional Services Contract

**C.3.3.3 CONTRACT SKILLS DEVELOPMENT GOAL. GAZETTE NOTICE NO. 48491 OF 28
APRIL 2023.**

