



**TECHNICAL SERVICES DEPARTMENT**  
**Roads & Stormwater Maintenance Division**

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24 November 2025

**1M-32128: 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**

**#1: First notice to Tenderers**

Tenderers are to take note of the corrections and updates to the above-mentioned tender. The updates relate to provisional sums, special conditions, and travel allowance provisions.

**1. Under Under C1.2 Contract Data Updates**

- Inclusion of provisional sum amounts on **page 53** for **Item 1.8 (Travel Allowance for 19 vehicles)** and **Item 1.9 (Supply and Delivery of Tools, PPE, and First Aid Kits for Supervisors)**, with pricing to be based on **Supply, Storage and Distribution**, as reflected on the corrected pages attached to this notice.
- Amendment of **page 45, Special Conditions 8.2.1**, to reflect the corrected wording regarding contract completion, as shown on the corrected page attached to this notice.
- Clarification of the travel allowance rate and mileage reporting requirement on **page 51**, as updated on the corrected page attached to this notice.

Tenderers are to replace the affected pages with the attached corrected pages on this notice.

**For: ROADS AND STORMWATER MAINTENANCE**

I, \_\_\_\_\_ hereby acknowledge receipt of this letter.

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

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**  
Cover is : **R 10,000,000**  
Period of cover : **Duration of 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) **Expenditure exceeding authorized contract value**

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 deliverables in line with the scope of work are accomplished and all information and data for the Zibambele programme has been handed over to 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 : **Employer**.

12.3.3 The adjudicator is the person appointed by:  
**Specify (name of an official within a body / association).**  
Tel ..... Fax .....

12.4.1 In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by: **Specify**.

13.1.3 All parties in a joint venture or consortium shall carry a minimum professional indemnity insurance of **R 10,000,000**.

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 maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to **R 10,000,000**.

13.5.1 The provisions of 13.5 do not apply to the Contract.

**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 PPE****9. 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	<b>market related cost or in accordance with the latest Rates for Reimbursable expenses published on <a href="http://www.publicworks.gov.za/consultants">www.publicworks.gov.za/consultants</a></b>
• Maps, models, presentation materials	
• Or any other documentation approved by the employer	
• Travel allowance (per km);	<b>As per Employer's ad-hoc rates (currently @ R7.01 but fluctuates from time to time) for the first 1333km there after running cost apply (currently @ R2.28 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. Motivation for any travel exceeding 1333km must be approved prior to claim being submitted</b>
• Bank charges	<b>As per bank rates</b>

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.

**C2.2 : 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	6 840 000	1		00	6 840 000
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	27 000 000	1		00	27 000 000