



**DEPARTMENT
TECHNICAL SERVICES
DIRECTORATE
WASTE MANAGEMENT
DIVISION
PLANT & ENGINEERING**

**PROCUREMENT DOCUMENT
Professional Services (CIDB PSC)**

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

Contract No: 36593-6W

Contract Title: PROVISION OF PROFESSIONAL ENGINEERING SERVICES IN RESPECT OF THE DSW SHONGWENI LANDFILL SITE

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: Compulsory Clarification Meeting

Meeting Location: 22 Electron Road, Springfield.

Date, Time: 19 October 2026 @10h00

Queries can be addressed to: Mnqobi Mkhize

The Employer's Agent's: 031 322 9531

Representative: Mnqobi.mkhize@durban.gov.za

Bidders are requested to submit email queries related to the bid. All email queries are to be submitted by 2026-10-29 and Emailed questions & answers will be consolidated and posted on eTenders/Municipal website/Ethekweni Supplier Portal for the benefit of all Tenderers by 2026-11-05.

TENDER SUBMISSION

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

Closing Date/ Time: 13/11/2026 at 11h00

JDE Submission: An **electronic submission** is also to be made via the eThekweni Municipality **JDE System (ESP Module)**

JDE Queries Lindo Dlamini:
Contact:

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

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

Issued by:

ETHEKWINI MUNICIPALITY

Deputy Director: PLANT & ENGINEERING

FOR OFFICIAL USE ONLY

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

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 works for professional service provider well experienced in solid waste management, landfill design and development as required to assist the Employer in implementing and development of their technical landfill objectives for the Western Waste Management Facility. The services include the review and continuous updating of the Landfill Master Plan and 3D Airspace Model, engineering investigations and detailed design, preparation of tender documentation, procurement support, construction monitoring and contract administration, environmental and regulatory compliance, project reporting, and the provision of specialist technical advice to support the sustainable development, operation, and long-term management of the landfill facility

Subject	Description	Tender Data
Employer	The Employer is the eThekweni Municipality as represented by: Deputy Director: PLANT & ENGINEERING	C.1.1.1
Tender Documents	Documentation is to be downloaded from the National Treasury's eTenders website or the eThekweni Municipality Website : • https://www.etenders.gov.za/ • https://www.durban.gov.za/pages/business/procurement	C.1.2
Meeting Type	Compulsory Clarification Meeting	C.2.7
Meeting Details	22 Electron Road, Springfield. 19 October 2026 @10h00	C.2.7
Seek Clarification	Queries relating to these documents are to be addressed to the Employer's Agent's Representative whose contact details are: Mnqobi Mkhize 031 322 9531 Mnqobi.mkhize@durban.gov.za	C.1.4
Submitting a Tender Offer	The Tender Offer (hard copy) shall be delivered to: The Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban An electronic submission , via the eThekweni Municipality JDE System (ESP Module) , is also to be made. Refer to Part T1.1.2 and Tender Data: C.2.13. Notwithstanding the electronic submission , a tender offer will only be deemed valid if the "hard copy" submission has been made.	C.2.13
Closing Time	The Tender Offer (hard copy) shall be delivered, and the electronic submission completed, both on or before 13/11/2026 , at or before 11h00.	C.2.15
Evaluation of Tender Offers	The 80/20 Price Preference Point System , as specified in the SCM Policy: Section 52: Preferential Procurement will be applied in the evaluation of tenders. Tender Data: C.3.11: Evaluation of Tender Offers details the awarding of Preference Points, and other related evaluation requirements.	C.3.11
Requirements for sealing, addressing, delivery, opening, and assessment of tenders are stated in the Tender Data		
CIDB B.U.I.L.D. Programme Standards		
Standard for Developing Skills through Infrastructure Contracts		Applicable

T1.1.2: NOTES TO TENDERERS

These “Notes to Tenderers” are intended to provide guidance regarding tendering obligations and requirements.

Compliance requirements are stated in the relevant parts of the Tender Data: T1.2.

GENERAL

- 1) The words BID, TENDER, QUOTATION, and REQUEST FOR QUOTATION (RFQ) are interchangeable throughout this procurement document.
- 2) **JDE- ESP Module** refers to the Supplier Self Service module on the eThekwini Municipality JDE System. Refer to Part T1.1.2.

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) Section 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 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 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) Section 20(1)(d)(i): Audited Financial Statements

Audited Financial Statements are required to be submitted if the value of the tender offer exceeds R10 million (incl. VAT). See **Returnable Form: MBD 5** and **Returnable Form: Contracts awarded by Organs of State** in the past 5 years.

3) Section 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: MBD 5**

4) Section 13.1(b)(vii), 20(1)(d)(ii), 28.2(d), 29.6(a), 38.1(d), and 29.14: Municipal Rates and Taxes (Fees)

Tenderers are to refer to **Returnable Form: 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) Section 21.2: Tender Validity

Tenders are to remain valid for twelve (12) months after the expiry of the **original tender validity period** as stated in the **Tender Data**, unless the Municipality is notified, in writing, of anything to the contrary.

The eThekweni Municipality reserves the right to request confirmation from Tenderers of tender validity at any time during the twelve (12) month period.

6) Section 28(2)(d), Section 28(2)(h) and Section use 29(12): Certifications and Registrations

CIDB Registration and Status, B-BBEE Certificates, and Tax Compliance Status PINs must be valid at the time of 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: Compulsory Enterprise Questionnaire**.

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.

7) Section 28(2)(f), and 52.5.13: Joint Ventures (JV)

Each party of a JV must submit separate Tax Compliance Status PINs. 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: Joint Venture Agreements**.

8) Section 49.1.2: Complaints and Objections (Appeals)

A non-refundable tariff, as per the approved Council tariffs, is payable by the Complainant to the Municipality. Proof of the payment of the Fee must be attached to the complaint.

T1.1.3: INFORMATION REGARDING THE ETHEKWINI JDE SYSTEM

This Part (T1.1.3) is for information purposes only.

Compliance requirements are stated in Part T1.2: Tender Data.

1) General

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.

2) 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
A copy of the **Director's ID** is required:
- On receipt of this email, the Procurement and Supply Chain Management (P&SCM) Directorate will respond with the login credentials and a link to the **JDE System**.

3) Assistance with using the JDE System

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

General Queries:

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

Technical Queries:

- Jabulani Chauke Tel: 031 322 9535
 Email: Jabulani.Chauke@durban.gov.za

4) 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.

5) 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.

6) Submission of tender offers

Reference is to be made to the **Tender Data: C.2.13** that specifies compliance requirements.

Should the **Tender Offer** be required in “**hard copy**” format, the submission is to be delivered to the Delivery Location as stated in the **Tender Data**.

In addition to the above, **Tender Offers are also to be SUBMITTED ELECTRONICALLY** (uploaded) on the eThekweni Municipality JDE System (Supplier Self Service (**ESP Module**) Module). Notwithstanding the **electronic submission**, a tender offer will only be deemed valid if the “hard copy” submission has been made. The “hard copy” submission will be deemed to be the ruling version.

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: C.2.15**.

7) Viewing the Tender opening schedule

Users on the **JDE ESP Module 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 eThekweni Municipal website at URL:

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

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 C** of the CIDB Standard for Uniformity in Construction Procurement as published in Government Gazette No 42622, Board Notice 423 of 8 August 2019, as duplicated below.

The Standard Conditions of Tender make several references to the **Tender Data** for details that apply specifically to this tender. The **Tender Data** (T1.2.2) shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Annex C

Standard Conditions of Tender

C.1	General	
C.1.1	Actions	
C.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 C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.	2) <i>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.</i>
C.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.	C.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.
		C.1.2 Tender Documents
		The documents issued by the employer for the purpose of a tender offer are listed in the Tender Data .
		C.1.3 Interpretation
		C.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.
		C.1.3.2 These conditions of tender, the Tender Data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.
	<i>Note:</i> 1) <i>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 impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.</i>	

C.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 fulfil his or her duties impartially;
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional **discounts** it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the **Tender Data**.

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure;

- c) no acceptable tenders are received;
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the *original* tender invitation was advertised.

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the **Tender Data**, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the **Tender Data** require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the **Tender Data** shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or

distort competition or have a discriminatory effect.	which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.
C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.	C.2.2 Cost of tendering
C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.	C.2.2.1 Accept that, unless otherwise stated in the Tender Data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.
C.1.6.3 Proposal procedure using the two stage-system	C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.
C.1.6.3.1 Option 1	C.2.3 Check documents
Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the Tender Data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.	Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
C.1.6.3.2 Option 2	C.2.4 Confidentiality and copyright of documents
C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.	Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage, in terms of the method of evaluation stated in the Tender Data, and award the contract in terms of these conditions of tender.	C.2.5 Reference documents
C.2 Tenderer's obligations	Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.
C.2.1 Eligibility	C.2.6 Acknowledge addenda
C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the Tender Data and the tenderer, or any of his principals, is not under any restriction to do business with employer.	Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the Tender Data, in order to take the addenda into account.
C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria	

C.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the **Tender Data**.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the **Tender Data**.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the **Contract Data**. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the **Tender Data**.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the **Contract Data**.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the **Tender Data**. The conditions of contract identified in the **Contract Data** may provide for part payment in other currencies.

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the

tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the **Tender Data**, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the **Tender Data** or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the **Contract Data** and described in the scope of works, unless stated otherwise in the **Tender Data**.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the **Tender Data**, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the **Tender Data**. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the Tender Data , as well as the tenderer's name and contact address.	the requirements of these conditions of tender apply equally to the extended deadline.
C.2.13.6 Where a two-envelope system is required in terms of the Tender Data , place and seal the returnable documents listed in the Tender Data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the Tender Data , as well as the tenderer's name and contact address.	C.2.16 Tender offer validity
C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the Tender Data .	C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the Tender Data after the closing time stated in the Tender Data .
C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.	C.2.16.2 If requested by the employer, consider extending the validity period stated in the Tender Data for an agreed additional period with or without any conditions attached to such extension.
C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the Tender Data .	C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).
C.2.14 Information and data to be completed in all respects Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.	C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".
C.2.15 Closing time	C.2.17 Clarification of tender offer after submission
C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the Tender Data not later than the closing time stated in the Tender Data . Accept that proof of posting shall not be accepted as proof of delivery.	Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.
C.2.15.2 Accept that, if the employer extends the closing time stated in the Tender Data for any reason,	<i>Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.</i>
	C.2.18 Provide other material
	C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including

notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.	
C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.	
C.2.19 Inspections, tests and analysis Provide access during working hours to premises for inspections, tests and analysis as provided for in the <i>Tender Data</i>.	C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence: a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements; b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.
C.2.20 Submit securities, bonds and policies If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the <i>Contract Data</i>.	C.3.2 Issue Addenda If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the <i>Tender Data</i>. If, as a result a tenderer applies for an extension to the closing time stated in the <i>Tender Data</i>, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.
C.2.21 Check final draft Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.	C.3.3 Return late tender offers Return tender offers received after the closing time stated in the <i>Tender Data</i>, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.
C.2.22 Return of other tender documents If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the <i>Tender Data</i>. C.2.23 Certificates Include in the tender submission or provide the employer with any certificates as stated in the <i>Tender Data</i>.	C.3.4 Opening of tender submissions C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the <i>Tender Data</i>. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.
C.3 The employer's undertakings C.3.1 Respond to requests from the tenderer C.3.1.1 Unless otherwise stated in the <i>Tender Data</i>, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the <i>Tender Data</i> and notify all tenderers who collected tender documents.	C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the <i>Tender Data</i>, the name

	of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.		
C.3.4.3	Make available the record outlined in C.3.4.2 to all interested persons upon request.		
C.3.5	Two-envelope system		
C.3.5.1	Where stated in the Tender Data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the Tender Data and announce the name of each tenderer whose technical proposal is opened.	C.3.8.1	Determine, after opening and before detailed evaluation, whether each tender offer properly received: a) complies with the requirements of these Conditions of Tender, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents.
C.3.5.2	Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the Tender Data , and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.	C.3.8.2	A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would: a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
C.3.6	Non-disclosure Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.	C.3.9	Arithmetical errors, omissions and discrepancies
C.3.7	Grounds for rejection and disqualification Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.	C.3.9.1	Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
C.3.8	Test for responsiveness	C.3.9.2	Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for: a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: (i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or (ii) the summation of the prices.
		C.3.9.3	Notify the tenderer of all errors or omissions that are identified in the tender offer and either

confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the **Tender Data** associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report .

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the **Tender Data**.

C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the **Contract Data**, require the employer to provide.

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the **Tender Data**; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the **Tender Data** of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

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.

C.1: GENERAL

C.1.1 The employer:

The Employer for this Contract is the **eThekwini Municipality** as represented by:
Deputy Director: PLANT & ENGINEERING

C.1.2 Tender documents:

The Tender Documents issued by the Employer comprise:

- 1) The Procurement Document comprising of the PARTS as listed in the "INDEX" on page 1.
- 2) EXCEL Bill of Quantities file, if issued separately.
- 3) **Drawings**, issued separately from this document, or bound in Section C3.4: "Particular Specifications".

Electronically downloaded documentation is obtainable from the National Treasury's **eTenders Website** and/ or the **eThekwini Municipality Website** at URL:

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

Tenderers are to regularly check both web sites for the downloadable documentation.

C.1.4 Communication and employer's agent:

The Employer's Agent is:

Name: Logan Moodley
Tel: 031-322-4575
Email: logan.moodley2@durban.gov.za

The Employer's Agent's Representative is:

Name: Mngqobi Mkhize
Tel: 031 322 9531
Email: mngqobi.mkhize@durban.gov.za

The Tenderer's contact details, as indicated on **Returnable Document "Compulsory Enterprise Questionnaire"**, shall be deemed as the only valid contact details for the Tenderer for use in communications between the Employer's Agent and the Tenderer during tender evaluation.

C.2: TENDERER'S OBLIGATIONS

C.2.1 Eligibility:

Entities may only submit one (1) tender offer, either as a single tendering entity or as a partner of a joint venture. Should a tendering entity submit more than one (1) tender, **all** submissions by that tendering entity, including submissions where the entity is a partner of a joint venture, will be deemed not to be eligible.

C.2.1.1 Eligibility: General

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

- (a) In the event of a Compulsory Clarification Meeting:
 - i) the Tenderer fails to attend the Compulsory Clarification Meeting, or
 - ii) the Tenderer fails to have **Returnable Document "Certificate of Attendance at Clarification Meeting / Site Inspection"** signed by the Employer's Agent or their representative at the meeting.
- (b) At the time of tender closing, the Tenderer is not registered on the **National Treasury Central Supplier Database (CSD)** and the **eThekweni Municipality Supplier Portal**. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture. Tenderers are to reference **Returnable Document "Compulsory Enterprise Questionnaire"** (section 1.5) and **Returnable Document "CSD Registration Report"**.
- (c) In the case of Joint Venture (JV) submissions, two or more JV entities have common directors/ shareholders or common entities tendering for the same works.
- (d) The following documentation is not completed in full, signed, and returned with the tender submission. **Failure to comply will result in the tender offer being deemed non-responsive.**
 - T2.2.1: Compulsory Enterprise Questionnaire.
 - T2.2.5: MBD 4: Declaration of Interest.
 - T2.2.6: MBD 5: Declaration for Procurement Above R10 Million.
 - T2.2.8: MBD 8: Declaration of Bidder's Past SCM Practices.
 - T2.2.9: MBD 9: Certificate of Independent Bid Determination.
 - T2.2.10: Declaration of Municipal Fees
- (e) The certificates listed in the **Tender Data: C.2.23: Certificates** are to be included with the tender submission. **Failure to comply will result in the tender offer being deemed non-responsive.**
 - T2.2.1: SARS Tax Compliance Status - PIN Issued (submitted with the Compulsory Enterprise Questionnaire).
 - T2.2.12: Central Supplier Database (CSD) Report.

C.2.2.2 The cost of the tender documents:

Replace this paragraph with the following:

“Documents are to be downloaded, free of charge, from the **National Treasury’s eTenders website** and/ or the **eThekwini Municipality’s Website**.”

C.2.5 Reference documents:

Tenderers are to obtain their own copies of:

- 1) The **Conditions of Contract** identified in Section C1.2.1.1.
Tenderers/ Contractors are required to obtain their own copies.
- 2) The **Specifications** identified in Section C3.3.1.
Tenderers/ Contractors are required to obtain their own copies.
- 3) The following acts, regulations, policies, and standards referred to in this document, including but not limited to:
 - The Employer’s Supply Chain Management Policy (as at advertising date).
 - 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 Act No 38 of 2000 and the Regulations issued in terms of the Act (July 2013 as amended).
 - The Preferential Procurement Policy Framework Act (PPPFA), and the PPPFA Regulations (November 2022).
 - The Engineering Profession Act 46 of 2000 (EPA)
 - Any other eThekwini Policy documents referenced in the Tender Documents.

C.2.6 Acknowledge addenda:

Add the following paragraphs:

“Addenda will be published on the **eThekwini Municipality website** as stated in **Tender Data: C.1.2**. Tenderers are to ensure that this 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 will result in the tender submission being made non-responsive.

C.2.7 Clarification meeting:

Clarification Meeting Type: Compulsory Clarification Meeting

22 Electron Road
The Electron Waste Transfer Station – Ground Floor, Buffalo Training Room

On [19 October 2026] at [11:00]

Bidders are requested to submit emailed queries related to the bid. All emailed queries are to be submitted to the **Employer’s Representative** (refer to C.1.4) by **2026/10/29**. Emailed questions and answers will be consolidated and posted on the eTenders/Municipal website for the benefit of all tenderers by **2026/11/05**.

In the event of a Compulsory Clarification Meeting the Tenderer's representative(s) must be able to clearly convey the discussions at the meeting to the person(s) responsible for compiling the entity's tender offer.

If an attendance register is applicable, Tenderers must sign the attendance register and provide the name of the tendering entity.

Tenderers are referred to Clause C.2.1.1(a).

C.2.10.2 Pricing the tender offer:

The following is to be noted in terms of Tenderers being **VAT Registered**, or being a **Non-VAT Vendor** (ie. not VAT registered).

If the Tenderer is **VAT registered**, the Tenderer's Rates in the Bill of Quantities (BoQ) are to exclude VAT. VAT is to be shown separately on the BoQ summary page, and on the Form of Offer (Part C1.1.1).

If the Tenderer is a **Non-VAT Vendor**, the Tenderer's Rates in the Bill of Quantities are to include VAT. VAT is not to be shown separately on the BoQ summary page, or on the Form of Offer (Part C1.1.1). VAT will not be added to, or deducted from, rates or prices submitted from **Non-VAT Vendors**. The tendered priced will be deemed to include all VAT, taxes, and any applicable excise duties.

Tenderers are to refer to Part C2.1: PRICING ASSUMPTIONS / INSTRUCTIONS prior to pricing the tender offer.

C.2.12 Alternative tender offers:

No alternative tender offers will be considered.

C.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.

The **Tender Offer** (hard copy) is to be delivered to the following **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. : **36593-6W**
- Contract Title : **PROVISION OF PROFESSIONAL ENGINEERING SERVICES IN RESPECT OF THE DSW SHONGWENI LANDFILL SITE**

Tender Offers are also to be **SUBMITTED ELECTRONICALLY** (uploaded) on the eThekweni Municipality **JDE System (ESP Module)**. For information pertaining to the JDE System, Tenderers are referred to information in **Section T1.1.2**.

Notwithstanding the **electronic submission**, a tender offer will only be deemed valid if the "hard copy" submission has been made. The "hard copy" submission will be the governing submission.

The Tender documentation, issued by the eThekweni Municipality (refer to **Tender Data: C.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 (**ESP Module**). Tenderers are responsible for resolving all access rights and submission queries on the JDE System before the tender closing date/ time (**Tender Data: C.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: C.2.15**.

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.

C.2.15 Closing date and time:

The closing time is:

- **Date** : **Friday, 13 November 2026**
- **Time** : **11h00**

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

C.2.16 Tender offer validity:

In terms of the SCM Policy (Cl.21.2) tenders must remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the Municipality is notified in writing of anything to the contrary by the tenderer.

The eThekweni Municipality reserves the right to request confirmation from Tenderers of tender validity at any time during the twelve (12) month period.

C.2.23 Certificates:

Refer to **T2.1: “List of Returnable Documents”** 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 a printout of the required documents/ certificates at the back of their tender submission.

1) SARS Tax Compliance Status – PIN Issued

Reference is to be made to **Returnable Document “Compulsory Enterprise Questionnaire”** which requires the “SARS Tax Compliance Status – PIN Issued” to be included with this returnable document.

2) Central Supplier Database (CSD)

Reference is to be made to **Returnable Document “CSD Registration Report”**.

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

Separate **CSD Registration Reports** are required for each party to a Joint Venture.

The date of obtaining the CSD printout is to be indicated on the printout and should be on or after the date of advertising of this tender.

Failure to comply with 1) and 2) above will result in the tender offer being deemed non-responsive.

C.3: THE EMPLOYER'S UNDERTAKINGS

C.3.1.1 Respond to requests from the tenderer:

Replace the words "five working days" with "three working days".

C.3.2 Issue addenda:

Add the following paragraph:

"Addenda will be published on the National Treasury's **eTenders-Website** and/ or the **eThekwini Municipality Website**." (Refer to **Tender Data: C.1.2**).

C.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 P&SCM Boardroom, 6th Floor, (Municipal 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>

C.3.9 Arithmetical errors, omissions and discrepancies:

Add the following Clause:

"C.3.9.5 Reject a tender offer if the Tenderer does not accept the correction of the arithmetical error in the manner described in C.3.9.4."

Any interactions between the Tenderer and the Employer in terms of this clause will be conducted through the Employer's Agent (or Representative) as identified in **Tender Data C.1.4**.

C.3.11 Evaluation of Tender Offers:

Eligibility

Tenders will be checked for compliance with the ELIGIBILITY requirements, as specified in the **Tender Data: C.2.1**. Tenders 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 in **Part T1.2.3: Additional Conditions of Tender**.

Preference Point System

The procedure for the evaluation of responsive tenders is **PRICE AND PREFERENCE**, in accordance with the Employer's **SCM Policy: Section 52: Preferential Procurement**.

The **80/20** preference points system, for requirements with a Rand value of up to R50,000,000 (all applicable taxes included), will be applied. The Formula used to calculate the **Price Points (max. 80)** will be according to that specified below.

Price Points

The financial offer will be reduced to a comparative basis using the **Tender Assessment Schedule**.

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

80/20 Procurement System

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

Where: Ps = Points scored for comparative price of bid under consideration
Pt = Comparative price of bid under consideration
Pmin = Comparative price of lowest acceptable bid

Preference Points

Reference is to be made to **Returnable Form: MBD 6.1: Preference Points Claim**.

The Basket of Preference Goals (SCM Policy Section 52.7)

The Preference Points (either 20 or 10) 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: 70%

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%	0	n/a
	Between 0% and 51%	4	n/a
	Greater or equal to 51% and less than 100%	10	n/a
	Equals 100%	15	n/a
	Equals 0%	0	n/a
	Between 0% and 51%	2	n/a

Gender: Female (w2)	Greater or equal to 51% and less than 100%	4	n/a
	Equals 100%	5	n/a
Maximum Ownership Goal Points:		20	n/a

The **Weightings** of the **Ownership Categories** will be:

w1 = xxx%, w2=xxx% (where: w1 + w2 = 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: 30%

The tendering entity's **Address** (as stated on the National Treasury Central Supplier Database (CSD) or on the eThekweni Municipality Vendor Portal) is to be used in the determination of the tenderer's claim for **Preference Points** for this Specific Goal.

Location	80/20	90/10
Not in South Africa	0	n/a
South Africa	5	n/a
Kwa Zulu Natal	10	n/a
eThekweni Municipality	20	n/a
Maximum Goal Points:	20	n/a

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

C.3.13 Acceptance of tender offer:

In addition to the requirements of **Tender Data: C.3.13** of the **Standard Conditions of Tender**, tender offers will only be accepted if:

- The Tenderer's municipal rates and taxes are not in arrears, or they have made arrangements to meet outstanding municipal fee obligations.
- The Tenderer's tax compliance status has been verified, or they have made arrangements to meet outstanding tax obligations.
- 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.
- The Tenderer has not:
 - Abused the Employer's Supply Chain Management System; or
 - Failed to perform on any previous contract and has been given a written notice to this effect.

- (e) The Employer is reasonably satisfied that the Tenderer has in terms of the Construction Regulations (2014), issued in terms of the Occupational Health and Safety Act (1993), the **necessary competencies and resources to carry out the work safely.**

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.

The municipality has a firm intention to proceed with the work, subject to funding being identified. Notwithstanding the **Standard Conditions of Tender: C.1.1.3** of, the municipality reserves the right to award or not award the tender based on the municipalities available budget.

C.3.15 Complete adjudicator's contract:

Refer to the Conditions of Contract and the Contract Data.

C.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 the **Tender Data: C.2.13.**

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 EtheKwini 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 **R6 131.00** (including VAT), 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
First National Bank (FNB)
Account Number: 631-6574-6331
Reference Number: **36593-6W**

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.

T1.2.3.3 Code of Conduct and Local Labour

The Tenderers shall make themselves familiar with the requirements of the following policies:

- Code of Conduct;

T1.2.3.4 Contracts having future budgetary implications

As this project may exceed the current budget cycle, it is subject to Section 33 of the Municipal Finance Management Act, 56 of 2003, and consequently the Employer may follow the processes in terms of Section 33. These will run concurrently with the procurement process for this tender/contract.

T1.2.3.5 Functionality Specification

Functionality Evaluation:

- 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:
- 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;

Functionality criteria	Sub-criteria	Points	Evaluation Schedule(s)
Experience of Tenderer	Experience of service provider in executing work of similar scope	60	-
Experience of Key Resources in executing work of similar nature	Principal Consultant/ Employer's agent	10	General Experience & Qualifications
	Design Engineer	10	General Experience & Qualifications
	Resident Engineer	10	General Experience & Qualifications
Methodology	Including programme, risk management and approach	10	
Maximum possible score for Functionality (M_s)		100	

T1.2.3.5.1 EXPERIENCE OF TENDERER

The experience of the Tenderer will be evaluated in this section. For the purpose of the Evaluation of Tenderer's experience" implies experience on projects of a similar nature with respect to the following:

- Landfill Cell lining (minimum category "B" lining system) and or Minimum Requirements General B+ type liner
- Leachate Pond and Stormwater containment
- Leachate Management and Treatment
- Landfill Infrastructure Development

The prompts for judgment and the associated scores used in the evaluation of Functionality shall 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 1 to 3 <u>projects</u> of a similar nature within the past 20 years.
2	70	To have successfully completed 4 to 7 <u>projects</u> of a similar nature within the past 20 years..
3	90	To have successfully completed 8 to 10 <u>projects</u> of a similar nature within the past 20 years.
4	100	To have successfully completed 11+ <u>projects</u> of a similar nature within the past 20 years.

T1.2.3.4.2 EXPERIENCE OF TENDERER

The qualification and experience of each of the proposed key personnel is to be evaluated in this section, as follows:

Experience of Key Resources in executing work of similar nature								
Job Title	Minimum Qualification Required	Professional Registration Required	Number of Years' Relevant Experience on projects of a similar nature					Total Points
			Level 0 0 pts	Level 1 40 pts	Level 2 70 pts	Level 3 90 pts	Level 4 100 pts	
Principal Consultant/ Employers Agent	BSc Eng or BEng or BTech	Pr. Eng, (ECSA registered)	No Submissi on	≤ 5	> 5 ≤ 10	> 10 ≤ 15	> 15	10
Design Engineer	BSc Eng BEng (Or)	Pr. Eng, (ECSA registered)	No Submissi on	≤ 5	> 5 ≤ 10	> 10 ≤ 15	> 15	10
Resident Engineer	BSc Eng or BEng (Or)	Pr Eng (ECSA registered)	No Submissi on	≤ 5	> 5 ≤ 10	> 10 ≤ 15	> 15	10
Note 1: "experience" implies experience on projects of a similar nature with respect to the following: ▪ Landfill Cell lining (minimum category "B" lining system) and or Minimum Requirements General B+ type liner ▪ Leachate Pond lining ▪ Leachate Management and Treatment ▪ Landfill Infrastructure Development Note 2: "accredited degree / diploma" implies a minimum 3 yr qualification within the built environment, from a registered University or Institute of Technology.								

T1.2.3.4.3 METHODOLOGY AND PROGRAMME

The methodology and programme are to be evaluated in this section, as follows:

Level	Pts	Criterion: Approach / Methodology in similar nature works
0	0	No response/ no documents submitted
1	40	The proposed methodology is generic and does not adequately address the objectives of the Western waste management facility. The tenderer demonstrates limited understanding of the scope of work and fails to consider integration between disciplines (civil, structural, architectural, QS, electrical, environmental, and social). The project plan is incomplete, lacking key components such as stakeholder facilitation, spatial alignment, technical feasibility, or Stage 1–4 design coordination.
2	70	The methodology is aligned with project objectives and generally covers the key components of the Western waste management facility scope, including feasibility and design. The approach outlines deliverables and activities per stage but lacks sufficient detail in certain areas (e.g., risk management, inter-disciplinary coordination, stakeholder consultation, or schedule integration). The programme is acceptable but may not fully demonstrate how the 36-month project period will be achieved.
3	90	The approach is well-structured and clearly tailored to the Glebelands project. The methodology demonstrates a strong understanding of the multi-disciplinary nature of the assignment and includes clear processes for coordination, integration, and compliance with municipal standards. It effectively covers stakeholder facilitation, feasibility studies, detailed design processes, risk management, and quality assurance mechanisms. The project programme is realistic, sequenced, and shows interdependencies between all professional disciplines.
4	100	The tenderer exceeds expectations by presenting an innovative, comprehensive, and outcome-driven methodology. The submission demonstrates advanced understanding of infrastructure planning and design integration, aligned with eThekweni Municipality's spatial and developmental frameworks. The methodology clearly addresses social facilitation, sustainability, value engineering, and technology integration to improve delivery efficiency and long-term impact. The programme is robust, detailed, and demonstrates superior project management controls, ensuring timely delivery within the 36-month period while maintaining quality and compliance beyond the stated requirements
Note 1: The Methodology and approach must be detailed to include the following key areas: - Design of landfill activity and sequencing - Environmental requirements and programme - Health & Safety Requirement - Construction Quality Assurance (CQA) and Technical Oversight		

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 and signed as required.

The Tenderer is required to complete and sign 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

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T2.2.5	Contracts Awarded by Organs of State in the past 5 years	35
T2.2.6	MBD 6.1: Preference Points Claim Form (SCM Policy Section 52.5)	35
T2.2.6	MBD 6.1: Preference Points Claim Form (SCM Policy Section 52.7)	35
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Technical or Functionality Evaluation

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T2.2.21	Approach Paper/ Methodology/ Programme	50

Contract Part: The Tenderer is required to complete following forms:

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C1.2.2.2	Data to be Provided by Contractor	55
C2.2	Bill of Quantities	61

T2.2.1 COMPULSORY ENTERPRISE QUESTIONNAIRE

Ref	Description	Tenderer to Complete	
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 <u>must be completed for each tender and be included as a tender requirement.</u>
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* Tenderers are to include, at the back of their tender submission, a printout of their SARS **"Tax Compliance Status – PIN Issued"** certificate, failing which the tender submission will be deemed non-responsive.

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 Tenderer's 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 the **Tender Data: C.2.1.1(a) and C.2.7.**

This is to certify that:

(entity name):

of (address):

was represented by the person(s) named below at the Clarification Meeting for Contract **36593-6W** held for all Tenderers, the details of which are stated in the **Tender Data: C.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 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	
Name of enterprise’s representative	
3.2 ID Number of enterprise’s representative	
3.3 Position enterprise’s representative occupies in the enterprise	
3.4 Company Registration number	
3.5 Tax Reference number	
3.6 VAT registration number	

- 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.

- 3.8 Are you presently in the service of the state?

Circle Applicable	
YES	NO

If yes, furnish particulars:

.....

3.9 Have you been in the service of the state for the past twelve months?

YES

NO

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			

Failure to complete this form in full, sign, and return with the tender submission will result in the tender offer being deemed non-responsive.

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:

**T2.2.4 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. The audited annual financial statements are to be included at the back of the tender submission.		
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. SEE Returnable Document "Contracts Awarded by Organs of State in the Past 5 Years"		
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.		

Failure to complete this form in full, sign, and return with the tender submission will result in the tender offer being deemed non-responsive.

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** 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

5.0 REMEDIES 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 (reference is to be made to the Specific Goals stated in the Tender Data: C.3.11).

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:
- a) abused the municipal entity's supply chain management system or committed any improper conduct in relation to such system.
 - b) been convicted for fraud or corruption during the past five years.
 - c) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years.
 - d) 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.

.....

.....

Circle Applicable	
YES	NO
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? 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? 4.5.1 If YES, provide particulars. 	

Failure to complete this form in full, sign, and return with the tender submission will result in the tender offer being deemed non-responsive.

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 below **Certificate of Independent Bid Determination** must be completed and submitted with the bid.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid for: Contract **36593-6W**
PROVISION OF PROFESSIONAL ENGINEERING SERVICES IN RESPECT OF THE DSW SHONGWENI LANDFILL SITE

in response to the invitation for the bid made by: ETHEKWINI MUNICIPALITY

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

I certify, on behalf of:

that:

(continued on next page)

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.

Failure to complete this form in full, sign, and return with the tender submission will result in the tender offer being deemed non-responsive.

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.9 DECLARATION OF MUNICIPAL FEES

Reference is to be made to the **Tender Data: C.2.23 and C.3.13(a)**.

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												

- If applicable, a copy of a recent (within the past 3 months) Metro Bill is to be provided.

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.
- Where a Tenderer's place of business or business interests are carried out from premises as part of any other 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, copies of the above-mentioned account's, agreements signed with the municipality, lease agreements, or official letters.

Failure to complete this form in full, sign, and return the required documents with the tender submission will result in the tender offer being deemed non-responsive.

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:

T2.2.10 CSD REGISTRATION REPORT

Reference is to be made to **Tender Data: C.2.1.1(b) and C.2.23**.

The **Tender Data: C.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 following is an example of the printout obtained from the above website.

Note: the printout will contain more than one page.

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, a printout of their CSD Registration Report. The date of obtaining the CSD printout is to be indicated on the printout and should be on or after the date of advertising of this tender.

Failure to comply will result in the tender offer being deemed non-responsive.

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 JOINT VENTURES AGREEMENTS

If this tender submission is to be made by an established Joint Venture, the Joint Venture Agreements and Power of Attorney Agreements are to be attached here.

Should the Joint Venture, at the time of submission, not yet be formalised, this form is to be completed in full and signed by all parties to the proposed Joint Venture.

The Lead Partner of the Joint Venture is to sign the **Form of Offer** in Section **C1.1.1**.

INTENT TO FORM A JOINT VENTURE

Should our submission for CONTRACT: **36593-6W** be successful, a Joint Venture will be established by the parties as listed below, as an unincorporated association, with the purposes of securing and executing the Contract, for the benefit of the Members.

Proposed Joint Venture

Joint Venture Title (name):

Represented by (name):

Tel:

Lead Partner/ Member 1

Entity Name:

Ownership Interest in JV %:

CSD Registration:

CIDB #:

Represented by (name):

Signature:

Partner/ Member 2

Entity Name:

Ownership Interest in JV %:

CSD Registration:

CIDB #:

Represented by (name):

Signature:

Partner/ Member 3

Entity Name:

Ownership Interest in JV %:

CSD Registration:

CIDB #:

Represented by (name):

Signature:

Note: All requirements for Joint Ventures, as stated elsewhere in this procurement document, must be complied with in full.

T2.2.12 RECORD OF ADDENDA TO TENDER DOCUMENTS

Reference is to be made to the **Tender Data: C.2.6.**

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:

T2.2.13 EXPERIENCE OF TENDERER

Refer to Additional Conditions of Tender: T1.2.3.3 for Functionality Points evaluation prompts (if applicable). 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 (20) years will be evaluated. Tenderers must provide details of their knowledge of the local area and previous experience with key local stakeholders.

The following is a statement of works of similar nature (in relation to the scope of works) recently (within the past 20 years) executed by myself / ourselves.

Tenderers are to submit copies of signed completion certificates for all projects submitted.

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.

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	CONSULTING ENGINEER: CONTACT PERSON AND TELEPHONE NUMBER	NATURE OF WORK	VALUE OF WORK (inclusive of VAT)	DATE COMPLETED

Attach additional pages if more space is required

Confirmation of submission of Information/ Documentation

It is the responsibility of the Tenderer to ensure that the experience submissions comply with the requirements as stated **T1.2.3.5 . Experience points for each project will be allocated pending submission of the documents. Provided below is a template that can be used to verify documents submitted per project**

Submission 1	Letter of Award OR Form of Offer & Acceptance
	Completion Certificate
	Signed Employer reference letter

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:

T2.2.14 PROPOSED ORGANISATION AND STAFFING

The Tenderer should propose the structure and composition of their team i.e. the main disciplines involved, the key staff member / expert responsible for each discipline, and the proposed technical and support staff and site staff.

The roles and responsibilities of each key staff member / expert should be set out as 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 attach their organization and staffing proposals to this page. (this is to include both the on-site and off-site staffing resources used for this project)

In addition to any lists, this information should also be shown in an organogram format (flow chart) clearly indicating the staff hierarchy and reporting lines, again for on- and off-site resources.

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:

T2.2.15 KEY PERSONNEL

The minimum requirements for each of the key personnel can be found in section **T1.2.3.4.2**. The Tenderer is to submit the CVs of the key personnel that are proposed for this project. The following documents must accompany the CVs of each key personnel:

- All supporting documents (identity document, qualifications, and professional registration certificates).

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel (e.g. Engineer, Project Manager etc.) which may have to be brought in from outside if not available locally.

CATEGORY OF EMPLOYEE	NAME OF PERSONNEL	
	KEY PERSONNEL, PART OF THE ORGANISATION	KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY
Lead/principal Engineer		
Resident Engineer		
Design Engineer		
Others:		
.....		
.....		
.....		
.....		
.....		

Note: CVs of key personnel may be requested during the contract period.

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:

T2.2.16 EXPERIENCE OF KEY PERSONNEL

Refer to Additional Conditions of Tender: T1.2.3.3 for Functionality Points evaluation prompts (if applicable).

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 (total duration of professional activity), level of education and training and positions held of each discipline specific team leader.
- 2) The education, training, skills and experience of the Assigned Staff in the specific sector, field, subject, etc which is directly linked to the scope of work.
- 3) The key staff members' / experts' knowledge of issues which the Tenderer considers pertinent to the project e.g. local conditions, affected communities, legislation, techniques etc.

A CV of the Employers Agent, Design Engineer(s) and Resident Engineer of not more than 2 pages should be attached to this schedule:

Each CV should be structured under the following headings:

- a) Personal particulars
 - name
 - date and place of birth
 - place (s) of tertiary education and dates associated therewith
 - professional awards
- b) Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- c) Skills
- d) Name of current employer and position in enterprise
- e) Overview of post-graduate / diploma experience (year, organization and position)
- f) Outline of recent assignments / experience that has a bearing on the scope of work

The bidder's Key staff experience is required to be submitted in the following format.

Staff Name	Project name and Description of work	Position	Duration	Year
<i>Eg. John Mayer</i>	<i>DSW Marianhill – Landfill lining phase 1</i>	<i>Design Engineer</i>	<i>12 months</i>	<i>May 2010- May 2011</i>

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:

T2.2.17 APPROACH PAPER/ METHODOLOGY/ PROGRAMME

Refer to Additional Conditions of Tender: T1.2.3.5 for Functionality Points evaluation prompts (if applicable).

EXPERIENCE SUBMISSION - APPROACH PAPER / METHODOLOGY / PROGRAMME

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	Score %	Criterion: Approach / Methodology
0	0	0 No response/ no documents submitted
1	40	The proposed methodology is generic and does not adequately address the objectives of the Western waste management facility. The tenderer demonstrates limited understanding of the scope of work and fails to consider integration between disciplines (civil, structural, architectural, QS, electrical, environmental, and social). The project plan is incomplete, lacking key components such as stakeholder facilitation, spatial alignment, technical feasibility, or Stage 1–4 design coordination.
2	70	The methodology is aligned with project objectives and generally covers the key components of the Western waste management facility scope, including feasibility and design. The approach outlines deliverables and activities per stage but lacks sufficient detail in certain areas (e.g., risk management, inter-disciplinary coordination, stakeholder consultation, or schedule integration). The programme is acceptable but may not fully demonstrate how the 36-month project period will be achieved.
3	90	The approach is well-structured and clearly tailored to the Glebelands project. The methodology demonstrates a strong understanding of the multi-disciplinary nature of the assignment and includes clear processes for coordination, integration, and compliance with municipal standards. It effectively covers stakeholder facilitation, feasibility studies, detailed design processes, risk management, and quality assurance mechanisms. The project programme is realistic, sequenced, and shows interdependencies between all professional disciplines.
4	100	The tenderer exceeds expectations by presenting an innovative, comprehensive, and outcome-driven methodology. The submission demonstrates advanced understanding of infrastructure planning and design integration, aligned with eThekweni Municipality's spatial and developmental frameworks. The methodology clearly addresses social facilitation, sustainability, value engineering, and technology integration to improve delivery efficiency and long-term impact. The programme is robust, detailed, and demonstrates superior project management controls, ensuring timely delivery within the 36-month period while maintaining quality and compliance beyond the stated requirements
Note 1: The Methodology and approach must be detailed to include the following key areas: - Design of landfill activity and sequencing - Environmental requirements and programme - Health & Safety Requirement - Construction Quality Assurance (CQA) and Technical Oversight		

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.

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:

PART C1: AGREEMENT 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: **36593-6W**

Contract Title: **PROVISION OF PROFESSIONAL ENGINEERING SERVICES IN RESPECT OF THE DSW SHONGWENI LANDFILL SITE**

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 :

:

Telephone :

Witness:

Signature : **Date** :

Name (in capitals) : :

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.

om 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 fulfil 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.

C1.2.2 CONTRACT DATA

C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER

The Employer is the eThekweni Municipality as represented by: **Deputy Director: PLANT & ENGINEERING**

3.4 & The authorised and designated representative of the Employer is: Mnqobi Mkhize

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

- Telephone : 031 322 9531
- e-mail : mnqobi.mkhize@durban.gov.za

The address for the Receipt of communications is: mnqobi.mkhize@durban.gov.za

4.3.2 The Project is : **36593-6W**

4.3.3 Period of Performance : **36 months**

4.3.4 Period of Performance : Unless terminated in terms of the Contract, or otherwise specified in the Contract Data, the Contract completion shall be when the Service Provider has completed all Deliverables in accordance with the Scope of Work within the 36 months period.

4.3.5 Start Date : **30/03/2027**

3.4.1 Communications by facsimile **is not** permitted.

3.5 The location for the performance of the Project is: **22 Electron Road, Durban**

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 maximum penalty per Day payable is: **R 3000.00**, subject to a maximum 10% of fees payable per contract.
- 3.15.1 Programmes for each contract shall be submitted within **14 Days**, upon final agreement between Employer and Service Provider.
- 3.15.2 The Service Provider shall update the programme at intervals not exceeding **4 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 – **Escalation for the contract is NOT APPLICABLE**
- 4.3.1(d) The Service Provider is 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 of: **R 25 000 000.00**.
- 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 (PI)**
Cover is : **R25 000 000.00**
Period of cover : **01/04/2027 to 30/03/2030**
2. Insurance against : **Public Liability insurance**
Cover is : **R25 000 000.00**
Period of cover : **01/04/2027 to 30/03/2030**
- 5.5 The Service Provider is required to obtain the Employer’s prior approval in writing before taking any of the following actions:
- a) Replacing any of the key personnel listed at the time of tender.
 - b) Occupying any public land or facility for any purpose that will cause disruption and or inconvenience to the users of such land or facility in respect of any construction contract.
 - c) Making a material change, addition or omission from the approved designs.
 - d) Issuing an instruction that will result in the approved contract value being exceeded.
 - e) Nominating the Engineer’s Representative in terms of Clause 3.2.1 (GCC 2015).
 - f) Delegation of Engineer’s authority in terms of Clause 3.2.4 (GCC 2015).
 - g) Granting permission to work during non-working times in terms of Clause 5.8.1 (GCC 2015).
 - h) Suspend the progress of the works in terms of Clause 5.11.1 (GCC 2015).
- The issuing of an instruction to accelerate progress in terms of Clauses 5.7.3 and 5.12.4 (GCC 2015)
- 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: **End of the Contract Period**
- 8.4.3(c) The period of suspension under clause 8.5 is not to exceed **3 months**.
- 9.1 Copyright of documents prepared for the Project shall be vested with the **Employer** – Format of documents to be submitted in MS Word and all drawings to be submitted in DWG and DXF
- 11.1 A Service Provider may subcontract any work on approval of the Employer which he does not have the skill and competency to perform.
- 12.1 Interim settlement of dispute to be by **Mediation / Adjudication**.
- 12.2/3 Final settlement is by **Litigation / Arbitration**.
- 12.2.1 In the event that the parties fail to agree on a mediator, the mediator is nominated by: **Association of Arbitrators of SA**
- 12.3.3 The adjudicator is the person appointed by: **Association of Arbitrators of SA**
- 12.4.1 In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by: **Association of Arbitrators of SA**
- 13.1.3 All parties in a joint venture or consortium shall carry a minimum professional indemnity insurance of **R25 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 **12 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 25 000 000,00** – Not Applicable
- 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.

C1.2.2.2 DATA TO BE PROVIDED BY THE SERVICE PROVIDER

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

C1.2.2.3 DATA TO BE PROVIDED BY THE EMPLOYER

The additional conditions of contract are:

C1.2.3.1 PERFORMANCE MONITORING OF SERVICE PROVIDERS

For contract awards that are greater than **R5m**, 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.

The service provider will further be assigned by the following monthly requirements

- Monthly updates of cashflows and progress
- Scheduled monthly progress meetings

C1.2.3.2 REPORTING

The PSP will be required to report all work done and the outcomes of the work done. This will be facilitated by Monthly updates of cashflows and progress as well as Scheduled monthly Progress and Technical Meeting.

C1.2.3.3 SERVICE PROVIDER'S PERSONNEL

The Employer reserves the right to subject any team member forming part of the tendered team to a competency test to confirm the stated qualifications, experience and knowledge claimed at the time of tendering. If, in the opinion of the Employer, any team member does not have the prerequisite qualifications and/or experience or is under-performing in terms of the roles and responsibilities assigned to the resource in accordance with the requirements of the Scope of Work, then the Employer shall be entitled to instruct the removal of the relevant team member. Should this be the case, the Service Provider must replace the relevant team member with an alternative resource (to the approval of the Employer), which replacement must have equivalent or better qualifications and/or experience

The key personnel proposed by the Tenderer at the time of tender submission shall be retained for the duration of the Contract.

Should it become necessary to replace any of the proposed personnel, the Service Provider shall submit the details and curriculum vitae of the proposed replacement to the Employer for prior written approval. The replacement personnel shall possess qualifications, experience, and competencies that are equal to or exceed the minimum requirements specified in the tender and shall be of at least equivalent standing to the individual being replaced.

No replacement personnel shall be deployed on the Contract until the Employer's written approval has been obtained.

C1.2.3.4 ADDITIONAL PENALTIES

The following additional penalties will be applicable:

- Should the PSP fail to notify the Employer within the stipulated time frames that additional budget and/or contract authority is required for the construction contract, then the PSP shall be subjected to a penalty **amount equal to 0.5 percent (0.5%)** of the penalty of the PSC fees on that specific contract

- Should the PSP's construction estimate be have a variance exceeding 20 percent of the responsive bidder's market average the employer reserves the right to impose 0.5 percent penalty of the PSC fees on that specific contract
- Should the PSP fail to submit the relevant environmental and waste management regulatory application to relevant authorities nine (9) months before the Construction Contract is awarded, then the PSP shall be subjected to a penalty amount equal to 0.5% the PSC fees on that specific contract.

Penalty for Delay in Achieving Project Milestones

Where the Service Provider fails to achieve any contractual milestone within the timeframes stipulated in the approved programme, and such delay is attributable to the Service Provider, the Employer shall impose a maximum penalty of **R3,000.00 per calendar day** (or **0.05% of the contract value per day**, subject to a maximum of **10% of the PSC fees** on that specific contract) for each day that the relevant milestone remains outstanding.

No penalty shall be applied where the delay is caused by:

- Instructions or omissions by the Employer;
- Approved variations or changes to the scope of work;
- Force majeure events; or
- Any other delay formally approved by the Employer through an extension of time.

The imposition of a penalty shall not relieve the Service Provider of its obligation to complete the Services within the agreed programme, nor shall it prejudice the Employer's right to recover any additional damages or exercise any other remedies available under the Contract. The performance dates will be based on agreed milestones and programme accepted dates following the award of the contract. The following penalties shall be permissible should the PSP fail to meet agreed milestones in accordance with accepted programme and dates.

Milestone

Late submission of concept report

Late submission of preliminary design

Late submission of detailed design/tender documents

Failure to attend scheduled progress meetings without accepted alternative date from the employer

Failure to submit monthly progress reports and progress minutes on time

Penalty

R2,000/calendar day

R2,000/calendar day

R3,000/calendar day

R2,500 /occurrence

R1,000/calendar day

C2.1: PRICING ASSUMPTIONS / 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:
- Interim progress payments in respect of the “sum” items in the Bill of Quantities shall be by means of progress instalments as assessed by the Engineer/Employer and based on the measurable work in which the work actually carried out relates to the extent of the work to be done by the service provider. In general monthly progress payments shall be adopted based on clear agreed measure of works which must be justified and proven to be work done.
- C 2.1.3 Tenderers will note that the prices for some items are developed from a tendered fee expressed as a percentage of an estimated contract value (construction cost), or part thereof, which for tendering purposes, are given. Tenderers are required to insert their tendered percentage fee in the space provided. Where prices have been developed from a tendered fee, the final amount due to the Service Provider will be adjusted according to final construction contract values based on the percentage fee tendered.
- C 2.1.4 Where the estimated construction value is broken up into component parts for the purposes of determining fees in respect of different disciplines, the “make-up” of each component is described in the Scope of Work.
- C 2.1.5 The following table shall be used for proportioning the tendered basic fee for normal services, for each discipline, over the various stages of the services:

Stage of Service		Percentage Points for each Stage
1	Inception	5
2	Concept and Viability	25
3	Design Development	25
4	Documentation and Procurement	15
5	Contract Administration and Inspection	25
6	Close - Out	5

“Close-Out” may be included under the Contract Administration and Inspection Stage of the Service, in which case the Service Provider will then be required, at the time of issue of the Certificate of Completion (to the Contractor) to claim the total fee (100%) for normal services, less a 5% retention amount of the total fee. The retention will be released on successful completion of the contractor’s defects liability period.

If the Contractor is in default which results in delay, or if an extension of time is granted in respect of which there is no adjustment of the contract price/value, then the Service Provider shall be entitled to 25% of the full fee pro-rated for the period in question for Contract Administration and Inspection (in addition to construction monitoring charges) as follows:

- Rate per week for additional contract administration and inspections = percentage points for Stage 5 x percentage basic fee tendered x final construction contract price/value / final contract duration up to practical completion/taking-over (including any valid extensions of time), applied to the delay period (in weeks).
- C 2.1.6 Tendered time-based fees (where the unit of measurement is time based) shall be adjusted in terms of clause 3.16 of the Standard Professional Services Contract. All other rates, sums, percentage fees or prices (as applicable) tendered in the Activity Schedule shall be final and binding and shall **not** be subject to any variation throughout the period of the contract. This is due to the fact that the fee for normal services rendered is typically developed from a construction contract value which will be subject to escalation/contract price adjustment, and the Service Provider will benefit from adjustments in this regard. In developing any other rates, (excluding time based), tenderers must make allowance for annual increases.
- C 2.1.7 Provision for time-based services which fall beyond the scope of normal services as described in the Scope of Work has been made in the bill of quantities. In respect of engineering and landscape architectural services, this provision is for services provided on instruction from the Employer and will be deducted in whole or part if not required. The estimated period of involvement of each category of person must be agreed with the Employer before any work in this regard commences.
- C 2.1.8 The categories of persons (A, B, C, D) in respect of time-based fee rates for engineering services shall be as defined in Clause 4.2 of the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Board Notice 151 of 2014).
- C 2.1.9 A higher category person undertaking lower category work will be reimbursed, in respect of time-based fees, at the lower category rate.
- C 2.1.10 Where a provisional sum has been provided in respect of *other professional* services, the service provider shall, when called upon to do so by the Employer, submit a proposal in respect of such each service to the Employer for approval. The Service Provider is not entitled to claim the full provision in this regard, but shall rather submit a realistic proposal based on the requirements of the project, and as set out in the Scope of Work, which may be accepted, or rejected, at the sole discretion of the Employer.
- C 2.1.11 Where provisional sums are provided in respect of services, etc., these amounts may be omitted in part or in full should the services, etc. not be required. Where services are to be sub-contracted out by the Service Provider, which do not exceed R200 000,00 (including VAT) in value, the Service Provider will typically be required to invite three quotations from suitably qualified sub-consultants/contractors. Where the sub-contracted services are likely to exceed R200 000,00 (including VAT) in value, the Service Provider shall follow an open tender process in respect of this work. A mark up (extra over) in respect of all other costs, overhead charges and profit will be applicable in respect of all sub-contracted services not specifically itemised in the Bill of Quantity.
- C 2.1.12 Tenderers are to note that only those recoverable expenses listed in the Bill of Quantity will be reimbursed to the Service Provider. No reimbursement of costs for subsistence, typing, printing/copying (other than reports and/or tender documents), communications or computer hardware and/or software will be made and these costs will be deemed to be included in rates, sums, percentage fees and prices for normal and additional services rendered.

- C 2.1.13 Items for printing/copying shall be for specified contract documents, reports, manuals and drawings, excluding general correspondence, minor reports, progress reports, etc. which shall be deemed to be included in the professional fees. Payment will only be made for copies of reports and drawings submitted to the Employer or issued, as specified or requested by the Employer, and all drafts shall be for the Service Provider's account.
- C 2.1.14 Full time construction monitoring staff shall be reimbursed for travelling expenses, for either the return office to site or return home to site journeys, whichever is the lesser. Part-time construction monitoring staff shall be reimbursed for either the return office to site or return alternate site to site journeys, whichever is the lesser. Construction monitoring staff engaged in work outside of normal working hours shall be reimbursed for the return home to site journey. Staff other than construction monitoring staff shall only be reimbursed for travelling expenses in respect of trips exceeding 40km per journey (round trip). Payment shall only be made for that portion of the distance that exceeds 40 km.
- C 2.1.15 The per kilometre rate for the reimbursement of travel expenses shall be limited to the Employer's travel rate allowances as adjusted from time to time.
- C 2.1.16 Tenderers are to note that the planning for this contract is *based on a three (3) year budget* which is subject to change. The employers intension following this contract is seek a 10-15 year appointment but this will be subjected to the Section 33 process of the MFMA. While the Employer has every intention to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the Standard Professional Services contract as amended by the Contract Data.
- The service provider shall not be entitled to any loss of profit claims should the scope of works be reduced.
- C 2.1.17 Where fractions of a cent occur in calculations of prices and amounts, they shall be rounded up/down to the nearest whole cent.

C2.2: PRICING SCHEDULE

ENGINEERING SERVICES						
ITEM NO.	PAYMENT REF.	DESCRIPTION	UNIT	QUANTITY / VALUE	RATE	AMOUNT
1		PLANNING, INVESTIGATION & ASSESSMENT				
1.1	PS 2.1.1	Receipt, review and acceptance of all project information from the previous Professional Service Provider, including attendance at handover meetings with the Employer and outgoing consultant.	hr	100	R	R
1.2	PS 2.1.2	Update and validation of the Landfill Master Plan and Airspace Model incorporating revised waste projections, operational requirements, remaining airspace calculations and future cell development programme.	sum	1	R	R
1.3	PS 2.1.3	Continuous Development, design, monitoring and reporting Master plans & Airspace 3D dashboard Model for monthly tracking	monthly	36	R	R
2		NORMAL PERCENTAGE BASE FEES				
2.1		Percentage fee for normal services determined as described in C 2.2.2 above and based on the client's estimated construction cost of works.	%			
	PS 1.1/C 2.1.5	Normal Service to All Stages				
		R20mil < Contract Value < R40million	Sum	1	R	R
		R40mil < Contract Value < R100million	Sum	1	R	R
		R100mil < Contract Value < R1billion	Sum	1	R	R
3	PS 2.1.3	CONSTRUCTION MONITORING				
		Fees for construction monitoring services				
3.1		Resident Engineer /Engineer's Representative	hr	4000	R	R
3.2		Assist Engineer's Representative	hr	1500	R	R
4	PS 2.1.2	PROVISION FOR TIME BASED ENGINEERING SERVICES				
4.1		Category A staff	hr	100	R	R
4.2		Category B staff	hr	100	R	R
4.3		Category C staff	hr	200	R	R
4.4		Category D staff	hr	200	R	R
5	PS 3	RECOVERABLE				
5.1		Printing, Copying and Binding	Prov.Sum	R500,000	1	R 500,000.00
5.2		Mark-up on item 5.1 above for all overheads, charges, and profit.	%			R
5.3		Specialist Professional Services	Prov.Sum	R1,000,000	1	R1,000,000.00
5.4		Mark-up on item 5.3 above for all overheads, charges, and profit.	%			R
5.5		Topographical and land surveys to include for quarterly or as specified by the Employer	Prov.Sum	R250,000	1	R250,000.00
5.6		Mark-up on item 5.5 above for all overheads, charges, and profit.	%			R
5.7		Institutional service delivery (ISD) and social consultants	Prov.Sum	R500,000	1	R 500,000.00
5.8		Mark-up on item 5.7 above for all overheads, charges, and profit.	%			R
5.9	PS 4	Construction Quality Assurance	Prov.Sum	R750,000	1	R750,000.00
5.10		Mark-up on item 5.9 above for all overheads, charges, and profit.	%			R
TOTAL SECTIONS						R

TOTAL INCLUDING VAT (this value to be transferred to the Form of Offer)

R

NAME :

(Block Capitals)

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

DATE:

PART C3: SCOPE OF WORK

C3.1 BACKGROUND

The Waste Management Directorate (WMD) as part of its strategic planning undertook an extensive process for the identification of window areas for future landfill sites in the eThekweni area. As a result, the process led to the acceptance of the proposed Shongweni Landfill in the outer west region. A comprehensive Environmental Impact Assessment (EIA) undertaken which included a technical assessment of the site.

Currently Mariannhill Landfill Site services the city's western disposal needs anticipated to reach capacity by approximately June of 2026. As a result, WMD as part of its landfill succession plan requires appointing a professional service provider well experienced in solid waste management (landfill design and development) to technical acceptance from DWS and accordingly plan for tender, construction etc.

In terms of the Municipal Finance Management Act, 2003 and the Municipal Supply Chain Management Regulations, 2005, such services must be procured through a competitive bid process. The purpose of this document is therefore to invite tenders from suitable qualified and experienced enterprises **FOR CONTRACT NO 36593-6W: PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE WESTERN WASTE MANAGEMENT FACILITY**, which will be evaluated using quality as a threshold and thereafter qualifying tenders will be subsequently evaluated using the Financial Offer and Preference.

As this project will exceed the current budget cycle, it is subject to Section 33 of the Municipal Finance Management Act, 56 of 2003, and consequently the Employer must follow the required processes in terms of Section 33. These will run concurrently with the procurement process for this tender/contract, but will require Council approval prior to commencement.

C3.2 EMPLOYER'S OBJECTIVES

The employers overall objective is to ensure that the engineering development, operation, maintenance and remediation of the proposed Shongweni Landfill Site is efficiently executed and in compliance with all applicable legislations and regulations. Therefore a professional service provider well experienced in solid waste management (landfill design and development) is required to assist the Employer in implementing this objective. Moreover, the appointed professional service provider *is deemed to accept the responsibility and liability* for:

- the entire landfill waste body,
- the checking of landfill stability,
- the drainage of toxic wastewaters (termed leachate),
- the design of the lining system,
- the approval of the method of operation in accordance with authority permit regulations,
- the development of action plans and reports relating to landfill compliance requirements
- the closure design submission and approval from authorities and more recently the safe extraction and utilization of landfill gas

C3.4 DESCRIPTION OF THE SERVICES REQUIRED

The service provider is required to perform the following:

C3.4.1 Scope of Engineering Services

C3.4.1.1 Planning, Studies, Investigations and Assessments

The provision of all services described in Clause 3.1 of the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), Board Notice 151 of 2014 as gazetted in Government Gazette No. 38324, 12 December 2014, as amended or amplified upon in the project brief below.

C3.4.1.2 Normal Services

The provision of all services described in Clauses 3.2.1 to 3.2.6 (inclusive) of the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), Board Notice 151 of 2014 as gazetted in Government Gazette No. 38324, 12 December 2014, as amended or amplified upon in the project brief below.

C3.4.1.3 Additional Services

The provision of additional services pertaining to all stages of the project as described in Clauses 3.3 of the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), Board Notice 151 of 2014 as gazetted in Government Gazette No. 38324, 12 December 2014, as amended or amplified upon in the project brief below.

- (a) The provision of all services in respect of wayleave applications and approvals.
- (b) The provision of a level 2 construction monitoring service as described in Clause 3.3.2 6(b) of the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), , Board Notice 151 of 2014 as gazetted in Government Gazette No. 38324, 12 December 2014, as amended or amplified upon in the project brief below.
- (c) The provision of a level 3 construction monitoring service as described in Clause 3.3.2 6(c) of the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), , Board Notice 151 of 2014 as gazetted in Government Gazette No. 38324, 12 December 2014, as amended or amplified upon in the project brief below.
- (d) The provision of operation monitoring with respects to Landfill operations once the construction or implementation stage has been completed
- (e) The provision of landfill Stability assessments and surveys to ensure technical compliance

C3.4.1.4 Engineering Management Services

The provision of all services described in Clause 3.3.6 of the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), Board Notice 151 of 2014 as gazetted in Government Gazette No. 38324, 12 December 2014, as amended or amplified upon in the project brief below.

C3.4.1.5 Time Based Fees

The provision of all services described in Clause 4.2 of the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), Board Notice 151 of 2014 as gazetted in Government Gazette No. 38324, 12 December 2014, as amended or amplified upon in the project brief below.

C3.5 USE OF REASONABLE SKILL AND CARE

The service providers attention is drawn to the fact that many hazards and potential dangers exist on a landfill. Safety of persons and property is of paramount importance, as a result no disruption of daily landfill operations can be allowed.

Attention is brought to the presence of existing services on the site is going to require special care in order to prevent damage during construction.

The service provider is therefore required to provide all aspects of the service with reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

C3.5 CO-OPERATION WITH OTHER SERVICE PROVIDERS

The successful tender is expected to work as part of a team on selected specialist projects that include the following but not limited to:

- Landfill Operations, Closure/Aftercare and Rehabilitation design with the Employer
- Long Term Planning i.e. carbon sequestration and restoration ecology projects on landfill sites with Environmental Planning and Climate Protection Projects Division (EPCPD) or similar service provider

C3.6 BRIEF

C3.6.1 TERMS OF REFERENCE

The purpose of this contract is to procure the professional services necessary for the design and implementation of landfill development works contracts for the of the proposed DSW Shongweni Landfill Site. The Service Provider will be required to provide the standard range of services related to built environment development as well as the development of specifications and tender documentation and undertake studies and investigations/research and development works relating to the on-going optimisation of the facility. All work will have to comply with the applicable statutory and regulatory requirements, some of which require approvals at design stage. Given that the Service Provider shall accept full responsibility of the work, it is required that the necessary design approvals required from the competent authority be secured timeously by the Service Provider and such attendance and representation will be deemed inclusive as part of the normal service. Any abnormal design approval over and above the standard master plan shall be considered as part of an additional service. *The applicable legislation is also continuously being refined and the Service Provider will have to keep abreast with these developments.*

The engineering services to be provided in terms of this contract include, inter alia, the Planning, Studies, Investigations and Assessments, Normal Services and Additional Services as broadly described in the relevant sections of the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), Board Notice 151 of 2014 as gazetted in Government Gazette No. 38324, 12 December 2014, as amended or amplified by the specific requirements below. If there is any conflict between the Specific Requirements and the Guideline Scope of Services document referred to above, the Specific Requirements shall take precedence.

The additional services to be provided applying for wayleave conditions, the provision of construction monitoring services, and undertaking the duties of the Client in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2014.

The Service Provider may be required if needed to procure, on instruction of the Employer, any other specialist services that may be considered for the successful implementation of the works, in terms of a sub consultancy or sub-contract agreement.

C3.6.2 TIME FRAMES / MILESTONES

Milestones set by the employer typically revolve around financial budget provisions and the need to practically spend the budget in any given financial year. The important milestones will therefore be the financial year ends (30th June of each financial year cycle) and the service provider will be expected to establish an overall project programme, in consultation with the employer, that takes cognizance of the budget allocated and the budget cycle. Once agreed, the service provider is expected to ensure that the programme of the works/required project deliverables is adhered to, and to intervene timeously if necessary.

A further milestone especially initial stages of the seeking technical approval of the sites development will be compliance to the The National Water Act (NWA) 36 of 2008 which refers to Section 21 (c) for water use licenses (WUL) that potentially require such licensing. This forms an integral part which may directly influence the service providers design options for the site. Failure to ensure compliance with WULA process may negatively effect the projects programme and the service provider is to ensure the necessary satisfaction of the process. It is understood that the service provider shall be responsible for the co-ordination of the necessary specialist studies/consultants and submission of the WULA. This shall be covered under additional services.

The service provider shall update the employer in the form of revised programmes as and when required by the Employer.

C3.6.3 PLACES FOR THE PERFORMANCE OF SPECIFIC TASKS

It is anticipated that majority of the work involved in the reporting, detailed designs, contract administration etc. will be undertaken at the service providers local office. The service providers personnel due to the nature of the implementation works are preferred and or required to be locally based (eThekweni region). The construction monitoring service will take place at the site of the project.

The Service Providers personnel will however be required to attend meetings elsewhere in the eThekweni Metropolitan Area as and when required, and it may be necessary to carry out inspections at the contractor's (or sub-contractor's) yard(s) wherever they may be.

C3.6.4 REPORTING REQUIREMENT

It is expected that the service provider will channel all reporting which will include conceptual design/ close out reports, master plans, contract administration, research and development, conceptual rehabilitation design etc. to the designated DSW engineer. Apart from general reports required under the brief, the service provider may be required to contribute, prepare, ad hoc reports/technical papers on specific aspects of the projects.

C3.7 REFERENCE DATA

All available data, preliminary technical assessments undertaken as part of the EIA stage and

Waste Management License details regarding the site will be made accessible to the successful tenderer.

The service provider shall ensure that cognizance of all applicable national and international norms and standards are taken in execution of his/her works and that that of his/her sub-consultants/contractors in the design and implementation of projects. International standards should only be used where no national standards exist, or where it is the norm to use or refer to international standards.

C3.8 APPROVALS

The service provider shall be responsible for obtaining the following approvals:

- (a) Approval of the development master plan from the Employer,
- (b) Approval of the conceptual and preliminary designs from the Employer,
- (c) Approval of the Water Use Licence Application/s (WULA's),
- (d) Approval (authorisation) of the project from the Department of Environmental Affairs (edTEA) and/or the provincial Department of Environmental Affairs and Development Planning,
- (e) Approval of the detailed design, drawings and contract document from the Employer,
- (f) Wayleave approval from all service authorities,
- (g) Approval of the construction monitoring proposal from the Employer,
- (h) In respect of time based services, approval of the allocation of staff from the Employer.
- (i) Approval for the employment of specialist sub-consultants from the Employer.

Notwithstanding any approval received from the Employer, the Service Provider shall remain responsible for all work carried out by the Service Provider and its sub-consultants in terms of this contract.

C3.9 PROCUREMENT

The works shall be executed in accordance with the conditions associated with the granting of preferences detailed in the returnable schedule where preferences are granted in respect of price & preference points.

C3.10 ACCESS TO LAND, BUILDINGS AND SITES

The service provider is to obtain the necessary approval from the Employer in order to gain access to related site of work. Such approval will generally be issued following complete health and safety induction of the service provider and his/her employees. The approval will be in the form of an authorized letter issued by the Employer. The service provider may be at times requested to display project information for awareness to interfacing parties on the land for example in the buffer zone or local community areas.

C3.11 FORMAT OF COMMUNICATION

All requests for formal approvals from the Employer, or any other body, shall be submitted in writing in hardcopy format. Interim progress payment certificates/claims shall be submitted in

the same format, accompanied by an original tax invoice. Ad hoc communication between the Employer and the Service provider may be conducted per facsimile or in electronic (email – which is preferred).

All plans and authority documents are to be submitted in both hardcopy and electronic format.

C3.12 KEY PERSONNEL

The service provider shall maintain the involvement of the following key personnel as the exigencies of the contract require:

- a) A Lead Engineer: The Project Engineer must have acted as the “Engineer” in terms of General Conditions of Contract form of contract in order to qualify for allocation of scoring and be registered as a Professional Engineer (Pr. Eng) with ECSA.
- b) A Design Engineer: In accordance with a minimum acceptable “reasonable/satisfactory” level as set out in the returnable quality scoring submission.
- c) An Engineer’s Representative i.e. Resident Engineer: In accordance with a minimum acceptable “reasonable/satisfactory” level as set out in the returnable quality scoring submission Professional Engineer (Pr. Eng) with ECSA.

Should it become necessary to replace any of the key personnel listed at the time of tender during the course of this contract, they may only be replaced by individuals with equally similar or better qualifications and experience, who satisfy the minimum requirements and then only with the approval of the Employer’s Representative.

C3.13 MANAGEMENT MEETINGS

C3.13.1 PROGRESS MEETINGS

During the initial stages of the project (Planning, Studies, Investigations and Assessments) and during the contract period, the Service Provider will be expected to attend monthly progress management meetings with the Employer’s technical team, convened for the purpose of managing this contract. The Service Provider is expected to present proposals, project progress, community issues, environmental compliances etc and take direction from the Employers technical team.

C3.13.2 COMMUNITY / STAKEHOLDER MEETINGS

The Service Provider will be expected to contribute to and attend community/stakeholder meetings which is generally the waste facility’s Project Steering Committee/Monitoring Committee (MC) Meetings or local leadership/community meetings. It is expected that the Service Provider will present any related project feedback and address or respond to any queries that may arise out of the detailed design development.

C3.13.3 AD HOC MEETINGS

The Service Provider will be expected to attend ad hoc meetings from time to time as and when needed, with the Employer, stakeholder groups, or service or other authorities, in order to address specific issues (community, permit compliance, etc) as and when the need arises.

C3.13.4 CONSTRUCTION PROGRESS / TECHNICAL MEETINGS

During the Contract Administration and Inspection stage of this project, the Service Provider shall convene and run site meetings as part of the normal service once every two weeks on average over the contract period. The Employer and Contractor will be present, as well as any technical meetings with the Contractor as may be required to ensure the successful implementation of this project.

C3.13.5 GENERAL

The Service Provider shall be represented at all meetings by at least one key personnel, preferable the Project Engineer. The Service Provider shall provide secretarial services (for record keeping purposes) at all management meetings as per items C3.12.1 to C3.12.4 above.

C3.14 EMPLOYER'S RIGHT TO RECOVER COSTS

The Employer reserves the right to recover, by way of a deduction from any amount due to the Service Provider, any additional cost which the Employer incurs arising out of non-performance / negligence of the Service Provider.

C3.15 COMMUNITY LIAISON OFFICER

The Social Facilitator shall provide stakeholder engagement and community liaison services for the duration of the landfill construction contract. The services shall include:

- Developing and implementing a Stakeholder Engagement Plan.
- Facilitating communication between the Employer, Engineer, Contractor, local communities, Ward Councillor, Traditional Leadership, and other stakeholders.
- Organising and facilitating community meetings, public participation sessions, and stakeholder engagements.
- Managing community complaints and maintaining a Grievance Register, ensuring timely resolution of issues that may affect project progress.
- Monitoring compliance with Contract Participation Goals (CPGs), including local labour and local supplier participation where applicable.
- Identifying and reporting social risks that may impact the project and recommending mitigation measures.
- Preparing monthly progress reports detailing stakeholder engagement activities, grievances, resolutions, community concerns, and recommendations.
- Attending site progress meetings and providing advice on community-related matters.

- 1 The scope of work should, in line with international best practice, wherever possible, be:
 - a) described in terms of performance rather than the design of descriptive characteristics; and
 - b) based on national or international standards, where such exist.
- 2 Quality measures must not promote captive markets and should result in quality that is appropriate to comply with user requirements as opposed to the best quality available.
- 3 SANS 10403 suggests that the following topics be addressed in a scope of works:

TOPIC	COMMENTARY
Client's / employer's objectives	Describe the client's / employer's objectives for the services.
Description of the services	Provide a short description of the services and outline what the consultant is to provide.
Extent of the services	Provide a brief outline of the extent of services and key deliverables, as appropriate.
Use of reasonable skill and care	Identify the work for which the consultant is required to exercise reasonable skill and care.
Co-operation with other services providers	Identify other service providers on the project and establish how interactions are to take place.
Brief	State, as necessary; a) terms of reference; b) time frames for deliverables / milestone dates; c) place(s) for the performance of specific tasks; and d) reporting requirements.
Reference data	State the reports, surveys, agreements, etc upon which the service provider is to base his brief, if any.
Applicable national and international standards	List all applicable national, regional and international standards and all values pertaining to specific attributes relating thereto.
Particular/Generic specifications	Attach or make reference to particular (purpose written) or generic (standard in-house) specifications (purpose written for the project or specifications of the procuring department or professional associations) which are applicable to the services.
Approvals	Identify all those parties from whom the consultant has to obtain approvals and outline the procedures that are to be followed.

TOPIC	COMMENTARY
Procurement	State requirements appropriate to the methodology and procedures that are to be followed. (See Annex A of SANS 10396) Make reference to Preference Schedules, if any. State the number, title and edition of SANS 1914 series of resource specifications applicable to the contract and all data and definitions required e.g. definitions of target groups, weighting factors, etc. (Refer to SANS 10396 for specific guidance) State the variations, if any, to the SANS 1914 resource specification.
Access to land / buildings / sites	Describe arrangements for access to land / buildings / sites and any restrictions relating thereto.
Planning and programming	State requirements for format of programme, level of detail, critical path activities and their dependencies, frequency of updating, key dates, etc. Provide particulars of phased completion, programme constraints, milestone dates for completion etc., as necessary. List the activities to be carried out by the employer/client or by others which are to be included in the consultant's programme.
Software application for programming	State any requirements.
Quality management	Briefly describe - what quality management systems the consultant will be required to operate - the intention of the employer / client in terms of the monitoring of quality management, who will carry out such monitoring (employer / client or agent) and if the monitoring forms part of a quality management system or will require only an occasional verification.
Format of communications	State formats of different types of communications, and attach pro formas of such documents to the end of the Scope of Works. Also state requirements for the format of documents which are to be retained, eg microfilm, computer tapes / CDs or original form.
Key personnel	State requirements for a schedule of key personnel / schedule of contact particulars of key personnel, if required, and state when the schedule is to be submitted. Attach pro formas of such documents to the end of the Scope of Works.
Management meetings	Provide particulars of times, days, location, attendance requirements, etc., as required, and state requirements for representatives having the necessary delegated authority.
Forms for contract administration	State requirements, if any, for use of standard forms for contract administration purposes and attach pro formas of such documents at the end of the Scope of Works. Also state if forms are available in electronic format.
Electronic payments	State details required / procedures to obtain electronic payments, as relevant.
Daily records	State requirements for daily records of time spent.

TOPIC	COMMENTARY
Professional indemnity insurances	State number of copies and the place where policies are to be presented.
Payment certificates	State requirements for substantiation of claims in payment certificates to expedite verification and certification by employer's / client's representative.
Use of documents by the employer	State the purpose for which the employer / client will be using any documents provided by the consultant e.g., construction, maintenance, extension, rebuilding, etc.
Property provided for the Consultant's use	List all property to be provided by the employer / client and others for the consultants use.
Proof of compliance with the law	State specific documents / methods by which compliance with any legislation is to be verified, as necessary.
ANNEXES	
List by title	Provide data sheets, completed returnable schedules, pro forma documents, particular specifications, drawings, sketches etc. which are referred to in this document.

PS 1 PARTICULAR SPECIFICATIONS

PS 1.1 ENGINEERING SERVICES

PS 1.1.1 Planning, Studies, Investigations and Assessments

The Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000) stands as the overall interpretation of this item. The relevant works related to this project involves reviewing existing conceptual designs, technical reports, records of decisions, background documentation and associated EIA works to inform detailed design development of this site.

Particular cognesis is drawn to the sites requirement to satisfy a Water Use License Application (WULA) in terms of Section 21 of the National Water Act. Such a WULA will involve specialist studies and the service provider shall be responsible for managing such works as results or findings will influence the design philosophy.

Whilst a preliminary development plan has been done and also recorded that there has been significant legislative and environmental regulation changes, the service provider has to interrogate and or carry out investigations/assessments to satisfy professional acceptance of the works.

A development master plan and airspace model is required which must cover all phases of the development and capital expenditure requirements with programme of the works.

PS 1.1.2 Normal Services

The development of the site will be undertaken in phases and for each phase a separate contract will be required. The stages listed below will have to be undertaken for each contract with payment being made in accordance with the tendered % of the contract amount. It is further noted that the employer may call upon such designs to be independently reviewed from time to time in order to satisfy internal audit assessments.

PS 1.1.2.1 Stage 1: Inception

The Service Provider shall provide those services as described in the relevant section the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), Board Notice 151 of 2014 as gazetted in Government Gazette No. 38324, 12 December 2014, as are necessary to establish the Employers requirements and preferences, assess user needs and options and confirm the project brief moving forward.

PS 1.1.2.2 Stage 2: Concept & Viability (Often called Preliminary Design)

The Service Provider shall submit a conceptual design report to the Employer for comment and approval, including details of investigations and studies undertaken, concept development and rationale, outline specifications and recommendations.

PS 1.1.2.3 Stage 3: Design Development (Also termed Detailed Design)

The Service Provider shall provide those services necessary to finalise the design, specifications, cost estimate, cash flow, financial viability and programme for the project, and shall co-ordinate the input from all members of the professional team in this regard.

The Service Provider shall be responsible for all service enquiries, wayleave applications and obtaining the necessary authority or permission from the relevant service authorities to carry out all work in terms of this project. All associated competent authority approval shall be deemed inclusive as part of this service stage and no additional will be paid for (on the basis of professional responsibility). All applications in this respect must be carried out timeously.

A set of draft plans/drawings shall be submitted to both the Employer and the competent authority for comment and approval prior to going out to tender. All plans must be thoroughly checked by the Service Provider's project engineer prior to submission. On approval of the detail design drawings, two sets of paper prints must be submitted to the Employer for signature. One set will be kept by the Employer and the other returned to the Service Provider.

The Service Provider shall prepare any further plans, designs and drawings (over and above the tender drawings), which may be necessary for the execution of the works. The preparation of any shop drawings required for manufacture and installation, or the detailed checking of such, where prepared and submitted by the construction contractor, shall form part of the normal services to be provided by the Service Provider.

PS 1.1.2.4 Stage 4: Documentation & Procurement

The Service Provider shall provide the services necessary for the preparation of procurement documentation and the evaluation of tenders received. The Service Provider shall confirm the Employer's procurement (Supply Chain Management) policies and procedures prior to the preparation of any procurement documentation.

The construction contract documents shall be prepared in the Construction Industry Development Board's (CIDB) format and in compliance with the eThekweni Municipality's Supply Chain Management Policy. The construction contract document shall be based on the eThekweni Municipality's latest example CIDB document for Civil Contracts, which is based on the SAICE General Conditions of Contract for Construction Works, 2nd Edition 2010. The Service Provider shall liaise with the Employer during the preparation of the construction contract document to determine any other specific requirements that the Employer may have in this regard.

The Service Provider shall ensure that all of the requirements of the competent authority are incorporated into the specification and that, where necessary, tenderers are given the opportunity to price for the impact of such requirements.

Specifications shall include, inter alia, a Health and Safety Specification, and a Construction Environmental Management Plan.

Should provisional sums or prime cost items of greater value than R200 000 (incl. VAT) be included in the Bills of Materials, the Service Provider will be expected to follow an open competitive process in respect of these items, on behalf of the contractor. *This will include the preparation of a tender document, advertising and receiving tenders, and evaluating same on behalf of the contractor, at no extra cost to the Employer.*

Once the contract document has been finalised, the Service Provider shall supply the Employer with an electronic copy of the document. The Service Provider shall be further required to compile a bid specification report as per the eThekweni Municipality's report template.

The Service Provider shall be responsible for providing the Employer with the required number of copies of plans and tender documents for tender purposes (both hard copy and on compact disc).

The Service Provider shall, during the tender period, attend and preside over a tender clarification meeting, and respond to all queries received during this period.

Once tenders close, the Service Provider shall evaluate all valid tenders received and shall prepare a tender evaluation report (which shall include a recommendation) for consideration by the Employer's Bid Evaluation Committee (BEC) and follow up on any issues requiring the Service Provider's attention/action.

Once approved by the Employer, the Service Provider shall facilitate the signing up of the construction contract.

PS 1.1.2.5 *Stage 5: Contract Administration and Inspection*

The Service Provider shall fulfil the service as described in the guideline scope of services.

The Service Provider shall provide those services as required to manage, administer and monitor the construction contract, including co-ordination of the inspection of the works by the other members of the professional team as and when necessary.

The service to be provided shall include, where necessary the detailed checking of shop drawings prepared by the contractor for manufacture and installation/construction.

The Service Provider shall also, in particular, ensure that all payment certificates and preferential procurement requirements (contract participation goals), and contract participation expenditure reports are timeously submitted.

The Service Provider is expected to include for a quality assurance system deemed inclusive in this stage of the service for construction quality assurance of all landfill containment lining works as per Department of Water and Sanitation requirements.

PS 1.1.2.6 *Stage 6: Close Out*

The Service Provider shall complete the project close-out as described in the guideline scope of services.

As-built plans/drawings shall be submitted to the Employer in electronic format as well as a complete sets of paper prints. The Service Provider shall ensure that all assets constructed and or installed under the contracts are captured into the eThekweni Municipality's Asset Management templates. Necessary documentation to facilitate effective completion, handover and operation with all documentation such as asset details, operations and maintenance manuals, warrenty certificates etc are required as part of this close out service.

The Service Provider shall also compile a project close-out report for submission to the Employer, which includes, inter alia, technical details of the project, the project team, project cost, completion dates, construction details and design changes, delays and the reasons thereof, problems encountered and the solution thereof, conclusions and recommendations.

PS 2.1 ADDITIONAL SERVICES

PS 2.1.1 Acceptance of all project information from the previous Professional Service Provider

The Service Provider shall receive, review, and validate all available project information, records, designs, reports, approvals, models, drawings, correspondence, and other relevant documentation from the previous Professional Service Provider. The Service Provider shall attend handover meetings with the Employer and the outgoing consultant to facilitate the orderly transfer of project knowledge, identify any outstanding issues, confirm the completeness of the information received, and familiarise themselves with the current status of the project. Any discrepancies, omissions, or information gaps identified during the handover process shall be documented and reported to the Employer for resolution. The

Service Provider shall assume responsibility for the continued implementation of the project only after completion of the handover process and acceptance of the transferred information by the Employer.

PS 2.1.2 Master plans & Airspace Model development and Review

The Service Provider shall be responsible for the review and update of existing Landfill Master Plans, as well as the development and maintenance of landfill airspace models. The scope of work shall include, but not be limited to, the assessment of the existing Master Plan, evaluation of historical and current waste disposal rates, forecasting of future waste generation, and the preparation of phased landfill cell development plans and implementation programmes.

The Service Provider shall develop a three-dimensional airspace model that accurately quantifies the remaining landfill capacity and supports effective landfill planning and operational management. The model shall incorporate monthly waste disposal projections and actual waste placement data to monitor airspace consumption, forecast the remaining operational life of the landfill, and identify any deviations from the approved filling sequence.

The Service Provider shall include preparation of periodic airspace utilisation reports, remaining capacity assessments, landfill life projections under various waste generation scenarios, and recommendations to optimise airspace utilisation and ensure compliance with the approved landfill design, Waste Management Licence conditions, and applicable environmental legislation

PS 2.1.3 Master plans & Airspace 3D model

The Service Provider shall continuously develop, maintain, update, and validate the Landfill Master Plan and 3D Airspace Dashboard Model throughout the duration of the contract. The model shall incorporate monthly waste disposal data, survey information, remaining airspace calculations, waste projections, operational performance, and future cell development sequencing to enable ongoing monitoring, reporting, and informed decision-making. Monthly updates, analyses, and dashboard reports shall be submitted to the Employer, together with recommendations to optimise landfill operations and maximise the remaining operational life of the facility.

PS 2.1.4 Engineering Management Services

The Service Provider shall upon instruction from the client fulfil the service as described in the guideline scope of services. These services are in general expect to ensure effective co-ordination of any multi-discipline team and preferable to be headed by the project engineer on a time based fee.

PS 2.1.5 Construction Monitoring

Construction monitoring is considered essential for landfill development work part and allowance has been made for level 3 (full time), in accordance to the ECSA Fee guideline.

Depending on the detailed nature of each phase of the contract, the client will decide on the appropriate level to be used. The Engineer's Representative on site shall be the Engineer with satisfactory level of competence as set out in the RE's returnable schedule. All associated travel costs to and from site shall be all inclusive and no travel disbursement shall be paid for separately. The rate shall be the total Cost to the Service Provider (Total Cost to Company).

PS 3 RECOVERABLE EXPENSES

The service provider is to note that only those recoverable expenses allowed for will be reimbursed. No reimbursement of costs for subsistence, typing, printing/copying (other than

reports), communication or computer hardware and/or software will be made and these costs are deemed to be included in the tendered rates, sums, mark ups etc.

The Provisional Sum allowed for covers the cost of the items with percentage mark up for the Service Provider's overheads, profits and charges on works only upon instruction from the Engineer / Employer. The Service Provider is not entitled to claim the full provision but shall submit a realistic proposal based on the requirements of the project which may be accepted, or rejected, at the sole discretion of the Employer.

Where provisional sums are provided in respect of services, etc., these amounts may be omitted in part or in full should the services, etc., not be required. Where services are to be sub-contracted out by the Service Provider, it is encouraged that typically three (3) quotations are invited from suitably qualified sub-consultants/contractors. A mark-up (extra over) in respect of all other costs, overhead charges and profit will be applicable in respect of services not specifically itemized in the Schedule of Quantities.

Costs that shall be recovered but are not limited to:

- a) Topographical and land surveys
- b) Geotechnical investigations
- c) Sampling and Laboratory testing
- d) Site traffic surveys
- e) Specialist sub-consultants
- f) Environmental investigations and studies, and management plans
- g) Institutional service delivery and social consultants
- h) Land acquisitions, expropriation, way leaves and servitudes
- i) Power supply applications.

PS 4 CONTROL QUALITY ASSURANCE

CQA services shall be made in accordance with the relevant items in the Bill of Quantities and shall include all professional services, inspections, testing coordination, reporting, site attendance, travel, equipment and documentation necessary to fulfil the CQA requirements. Where CQA site services are measured monthly, payment shall be based on the actual services satisfactorily performed and supported by the required CQA records and monthly report. Payment for testing shall only be made for authorised tests satisfactorily completed and supported by valid test results. The rates shall include routine follow-up inspections and NCR close-out arising from Contractor non-compliance. Such activities shall not constitute additional payment.

C3.3: ANNEXURES

C.3.3.1 **CIDB STANDARD PROFESSIONAL SERVICES CONTRACT**

C.3.3.2 **STANDARD CONDITIONS OF TENDER**

C3.3.1 CIDB STANDARD PROFESSIONAL SERVICES CONTRACT

**STANDARD PROFESSIONAL SERVICES
CONTRACT**

(July 2009)
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Standard Professional Services Contract

C3.3.2 STANDARD CONDITIONS OF TENDER



CIDB Standard Conditions of Tender

(January 2009 edition)

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