KENNISGEWING

MUNISIPALITEIT SALDANHABAAI

VOORNEME OM 'N KONTRAK AAN TE GAAN WAT DRIE JAAR SAL OORSKRY: PS 03/2025: PROFESSIONELE DIENSTE (KONSULTANT): VREDENBURG STORTINGSTERREINSEL 2 ONTWIKKELING.

Kennis geskied hiermee ingevolge Artikel 33 van die Wet op Plaaslike Regering: Munisipale Finansiële Bestuur (Wet 56 van 2003) dat die Saldanhabaai Munisipaliteit van voorneme is om 'n kontrak aan te gaan vir die aanstelling van 'n professionele diensverskaffer (Konsultant) vir die ontwerp en konstruksie van Vredenburg-stortterreinsel 2. Die kontrak sal finansiële verpligtinge op die munisipaliteit plaas vir meer as drie boekjare wat in die jaarlikse begroting vir die 2026/27-boekjaar gedek word, asook in sy meerjarige bestedingsplan.

TENDER PS 03/2025: PROFESSIONELE DIENSTE (KONSULTANT): VREDENBURG STORTINGSTERREINSEL 2 ONTWIKKELING.

Kennis word verder gegee in terme van Artikel 21 en 21A van die Wet op Plaaslike Regering: Munisipale Stelsels (Wet 32 van 2000) dat:

1. Die plaaslike gemeenskap en ander belanghebbende partye uitgenooi word om skriftelike insette of voorstelle in te dien met betrekking tot die voorgenome konsep kontrak en inligting verklaring.
2. Afskrifte van die inligting verklaring en voorgestelde konsep kontrak is beskikbaar vir insette by enige munisipale kantoor, biblioteek asook op die munisipale webtuiste by www.sbm.gov.za.
3. 'n Afskrif van die volledige voltooide tender dokument is beskikbaar vir nagaan by die munisipaliteit. Die nagaan van die dokument sal slegs geskied onder die toesig van 'n gemagtigde amptenaar van die munisipaliteit onderhewig aan die nakoming van die POPI – Wet.

Kontak asseblief vir Mnr. L. Khuselo by 022 701 7043 of luvuyo.khuselo@sbm.gov.za vir verdere inligting. E-pos kommunikasie word verkies vir rekord doeleindes.

Skriftelike insette of kommentaar word ingewag tussen **05 November 2026 en 07 Desember 2026 (30 dae).** Die insette moet in 'n koevert geplaas word wat duidelik gemerk is met die tender besonderhede en in die tender boks geplaas word by die Beleggingsentrum, Hoofstraat 15, Grondvloer in Vredenburg.

H. METTLER
MUNISIPALE BESTUURDER
Privaatsak X12
Vredenburg
7380

NOTICE

SALDANHA BAY MUNICIPALITY

INTENTION TO ENTER INTO A CONTRACT THAT WILL EXCEED THREE YEARS: PS 03/2025: PROFESSIONAL SERVICES (CONSULTANT): VREDENBURG LANDFILL CELL 2 DEVELOPMENT.

Notice is hereby given in terms of Section 33 of the Local Government: Municipal Finance Management Act (Act 56 of 2003) that Saldanha Bay Municipality intends to enter into a contract relating to the appointment of a professional services provider (Consultant) for the design and construction of Vredenburg Landfill Cell 2. The contract will impose financial obligations on the municipality for more than three financial years covered in the annual budget for the 2026/27 financial budget (as well as its multiyear expenditure plan).

TENDER PS 03/2025: PROFESSIONAL SERVICES (CONSULTANT): VREDENBURG LANDFILL CELL 2 DEVELOPMENT.

Notice is further given in accordance with Section 21 and 21A of the Local Government Municipal Systems Act (Act 32 of 2000) that:

1. The local community and other interested persons/parties are invited to submit written comments or representations in respect of the proposed draft contract and information statement.
2. Copies of the information statement and proposed draft contract are available for inspection at any municipal office, library as well as on the municipal website at www.sbm.gov.za.
3. A copy of the fully completed tender document is available for inspection at the municipality. The view of the document will only occur under supervision of an authorized official of the municipality and adherence to the POPI Act.

Please contact Mr. L. Khuselo at 022 701 7043 or luvuyo.khuselo@sbm.gov.za for further information. Email communication is preferred for the purpose of record keeping.

Written comments or representations are awaited between **05 November 2026 and 07 December 2026 (30 days).** The inputs must be placed in a sealed envelope which is clearly marked with the tender description, and it must be placed in the tender box at the Investment Centre, 15 Main Road, Ground Floor in Vredenburg.

H. METTLER
MUNICIPAL MANAGER
Private Bag X12
Vredenburg
7380

SALDANHA BAAI BAY
MUNISIPALITEIT | MUNICIPALITY | uMASIPALA

REF NO:
PS 19/2022

ENQUIRIES:
Luvuyo Khuselo
Senior Manager: Project Management Unit
Tel Nr: 022 -701 7043

DRAFT CONTRACT SBM 32/24/25: PS 03/2025: THE APPOINTMENT OF A PROFESSIONAL SERVICES PROVIDER (CONSULTANT) FOR DESIGN AND CONSTRUCTION OF VREDENBURG LANDFILL CELL 2

Between

SALDANHA BAY MUNICIPALITY

And

INGEROP SOUTH AFRICA (PTY) LTD

INDEX

1. The Draft Contract

2. Feedback from the Bid Adjudication Committee

3. Tender Data & Contract Data

4. Scope of Works

5. Pricing Schedule

FORM OF OFFER AND ACCEPTANCE - (PART C1.1)

(AGREEMENT)

1. OFFER

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

PS 03-2025: Professional Services (Consultant): Vredenburg Landfill Cell 2 Development.

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 authorized, 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 such as:

The Professional Service Provider (PSP) shall achieve in the performance of the contract the Contract Skills Development Goal (CSDG) established in the CIDB Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice No.48491 of 28 April 2023

The offered total of the Prices inclusive of Value Added Tax is

Nine Million Two Hundred Seventy Eight Thousand Five Hundred and Eighty Rand and Eighty Three cents Rand (in words);

R 9,278,580.83 (in figures)

(or other suitable wording)

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:**

Signature .....

Name EVAN NEIL ARENDSE

Capacity LEAD: INFRASTRUCTURE

MUNISIPALITEIT SALDANHA BAY
Privaatsak/Private Bag X12
28 AUG 2026
VREDENBURG
SALDANHA BAY MUNICIPALITY

Name and address of organisation:

INGEROP SOUTH AFRICA (PTY) LTD

Suite 209, Tyger Lake Building, 2 Niagara Way, Tygerfalls Bellville, 7530.

Initial .....

Name and signature of witness:

Signature .....

Name CHANELLE MAREE

Date 2026 -08- 13

Initial _____

2. ACCEPTANCE

By signing this part of this 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 : Agreements and Contract Data (which includes this Agreement)

Part C2 : Pricing Data

Part C3 : Scope of Work

and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto, as 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 Deviation (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 the 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 working 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.

Initial

Signature(s)		
Name(s)		
Capacity		
Date		
(Name & Address of Organisation)		

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE TENDERER:

Signature(s)		
Name(s)	EVAN NEIL ARENDSE	
Capacity	LEAD: INFRASTRUCTURE	
Date	2026 -08- 13	
INGEROP SOUTH AFRICA (PTY) LTD Suite 204, Tyger Lake Building, 2 Niagara Way, Tygerfalls Bellville, 7530		
(Name & Address of Organisation)		

Initial

FOR THE EMPLOYER:

Signature(s)		
Name(s)		
Capacity		
Date		
(Name & Address of Organisation)		

Initial

SALDANHA BAAI BAY
MUNISIPALITEIT | MUNICIPALITY | uMASIPALA

MINUTES OF THE BID ADJUDICATION COMMITTEE
HELD ON 14 SEPTEMBER 2026 AT 14:30 VIA MICROSOFT TEAMS

PRESENT:

Mr. S. Vorster (Chief Financial Officer / Chairperson)
Mr. D. van Turha (Director: IPS)
Mr. H. Shaik (Director: EETS)
Mrs. C. De Kock (Director: EDSS)
Mr. J. Pheiffer (Acting Director: CSPS)
Mrs. H. Meeding (Manager: SCM)
Mr. A. Adonis (SCM)

APOLOGIES:

1. OPENING & WELCOMING

Mr. S. Vorster welcomed the committee.

2. APPLICATIONS FOR LEAVE OF ABSENCE

Mr P. Mbaliswana.

3. CHAIRPERSON'S ADRESS

No members of the public attended the Bid Adjudication committee meeting.

4. DECLARATION OF INTEREST

None.

5. MATTERS ARISING FROM PREVIOUS MEETING

None.

6. TENDERS REFERRED BACK TO BID EVALUATION COMMITTEE

None.

SV

7. NEW MATTERS

7.1 PS 03/2025: PROFESSIONAL SERVICES (CONSULTANT): VREDENBURG LANDFILL CELL 2 DEVELOPMENT.

The Bid Adjudication Committee has considered the above report on **14 September 2026.**

The Bid Adjudication committee resolved that tender **PS 03/2025 Professional services (consultant): Vredenburg Landfill Cell 2 Development** be awarded to **Ingerop South Africa (Pty) Ltd as per tendered rates for the contract value of R 9 278 580.83** including 15% VAT.

The award is subject to the following:

- The notification of successful and unsuccessful tenderers with a 21-day appeal period in terms of Section 62 of the Municipal Systems Act, Act 32 of 2000 from the day of notification of the decision, and

- That the award of the tender be made conditionally, provided that Section 33 of the MFMA process be completed.

7.2 PS 06/2025: PROFESSIONAL SERVICES (CONSULTANT): INTEGRATED WASTES TRANSFER STATION DEVELOPMENT AT ST HELENA BAY.

The Bid Adjudication Committee has considered the above report on **14 September 2026.**

The Bid Adjudication committee resolved that tender **PS 06/2025 Professional services (consultant): Integrated Waste Transfer Station Development at St. Helena Bay connections to Ingerop South Africa (Pty) Ltd** be awarded to **Ingerop South Africa (Pty) Ltd as per tendered rates for the contract value of R 4 943 332.5** Including 15% VAT.

The award is subject to the following:

- The notification of successful and unsuccessful tenderers with a 21-day appeal period in terms of Section 62 of the Municipal Systems Act, Act 32 of 2000 from the day of notification of the decision, and

- That the award of the tender be made conditionally, provided that Section 33 of the MFMA process be completed.

SV

8. MINUTES OF MEETING

The minutes of the BAC of 14 September 2026 was tabled and approved.

9. CLOSURE

The chairperson thanked all committee members for their participation and the meeting was closed.

..... 15/9/26

CHAIRPERSON **DATE**

SALDANHA BAY MUNICIPALITY

VIRTUAL PROCUREMENT BID ADJUDICATION COMMITTEE

ATTENDANCE REGISTER, DECLARATION OF VIRTUAL ATTENDANCE AND UNDERTAKING OF CONFIDENTAILITY AND IMPARTIALITY

DATE: 14 SEPTEMBER 2026 AT 14H30

I, the undersigned, hereby declare:

- That I attended the Virtual Bid Adjudication meeting the was held on Monday, 14 September 2026 at 14H30 via Microsoft Teams;
- That all information, documentation and decisions regarding any matter before the committee are confidential and undertake not to make known anything in that regard;
- That I will treat all providers and potential providers equitably and will not purposefully favour or prejudice anybody;
- That I will make known details of any private or business interest which I, or any close family member, partner or associate may have in any proposed procurement or disposal process of, or in any award or contract and that I will immediately withdraw from participating in any matter whatsoever.

NAME	DEPARTMENT / SECTION	SIGNATURE
STEFAN VORSTER	CHIEF FINANCIAL OFFICER	
DENWIN VAN TURHA	DIRECTOR: INFRASTRUCTURE AND PLANNING SERVICES	DECLARED VERBALLY – PLEASE REFER TO MICROSOFT TEAMS RECORDING.
JACQUES PHEIFFER	ACTING DIRECTOR: CORPORATE SERVISEC AND PUBLIC SAFETY	DECLARED VERBALLY – PLEASE REFER TO MICROSOFT TEAMS RECORDING.
HAROUN SHAIK	DIRECTOR: ENERGY & ELECTRO-TECHNICAL SERVICES	DECLARED VERBALLY – PLEASE REFER TO MICROSOFT TEAMS RECORDING.
CORNELL DE KOCK	DIRECTOR: ECONOMIC DEVELOPMENT AND STRATEGIC SERVICES	DECLARED VERBALLY – PLEASE REFER TO MICROSOFT TEAMS RECORDING.
HERMIE MEEDING	MANAGER: SUPPLY CHAIN MANAGEMENT	DECLARED VERBALLY – PLEASE REFER TO MICROSOFT TEAMS RECORDING.
ABRI ADONIS	SCM COMPLIANCE	DECLARED VERBALLY – PLEASE REFER TO MICROSOFT TEAMS RECORDING.

TENDER 03/2025: PROFESSIONAL SERVICES (CONSULTANT): VREDENBURG LANDFILL CELL 2 DEVELOPMENT.

BID ADJUDICATION COMMITTEE:

AWARDED 14 SEPTEMBER 2026

Comments by Bid Adjudication Committee:

The Bid Adjudication committee resolved that tender **PS 03/2025 Professional services (consultant): Vredenburg Landfill Cell 2 Development** be awarded to **Ingerop South Africa (Pty) Ltd as per tendered rates for the contract value of R 9 278 580.83** including 15% VAT.

The award is subject to the following:

- *The notification of successful and unsuccessful tenderers with a 21-day appeal period in terms of Section 62 of the Municipal Systems Act, Act 32 of 2000 from the day of notification of the decision, and*

- *That the award of the tender be made conditionally, provided that Section 33 of the MFMA process be completed.*

CHIEF FINANCIAL OFFICER
Mr. S. Vorster (CHAIRPERSON)

Mr. D. Van Turha approved verbally – please refer to the Microsoft teams recording.
DIRECTOR: INFRASTRUCTURE AND PLANNING SERVICES

Mrs. C. De Kock approved verbally – please refer to the Microsoft teams recording.
DIRECTOR: ECONOMIC DEVELOPMENT AND STRATEGIC SERVICES

Mr. J. Pheiffer approved verbally – please refer to the Microsoft teams recording.
ACTING DIRECTOR: CORPORATE SERVICES AND PUBLIC SAFETY

Mr. H. Shaik approved verbally – please refer to the Microsoft teams recording.
DIRECTOR: ENERGY AND ELECTRO TECHNICAL SERVICES

TENDER NO.: PS 03/2025

PROFESSIONAL SERVICES (CONSULTANT): VREDENBURG LANDFILL CELL 2 DEVELOPMENT.

The Tender (Part T)

PART T1 Tender Procedures
T1.1 Tender Notice and Invitation to Tender
T1.2 Tender Data

PART T2 Returnable Documents (All documents / schedules are returnable)
T2.1 List of Returnable Schedules Required for Tender Evaluation
T2.2 Returnable Schedules that will be incorporated into the contract

Initial_____

TENDER NO.: PS 03/2025

PROFESSIONAL SERVICES (CONSULTANT): VREDENBURG LANDFILL CELL 2 DEVELOPMENT.

Tender Invitation to Tender (T1.1)

SALDANHA BAY MUNICIPALITY

TENDER NUMBER: SBM 32/24/25

TENDER DESCRIPTION:

PART 1

THE APPOINTMENT OF CONSULTING ENGINEERING SERVICES FOR SALDANHA BAY MUNICIPALITY TO FACILITATE VARIOUS PROJECTS FOR THE PERIOD 01 JULY 2025 TO 30 JUNE 2028.

PART 2

CATEGORY: SOLID WASTE

PS 03-2025 - PROFESSIONAL SERVICES (CONSULTANT): VREDENBURG LANDFILL CELL 2 DEVELOPMENT.

ESTIMATED DURATION OF PROJECT (DESIGN AND CONSTRUCTION): 57 MONTHS

Enquiries: Mr. R. Nackerdien

Email: rashied.nackerdien@sbm.gov.za

You are hereby invited to tender on the above work package.

Tenders must be placed in the tender box at the Investment Centre, Ground Floor, 15 Main Road, Vredenburg, **before 12H00 on Friday, 14 August 2026**, in a sealed envelope upon the outside whereon is clearly marked the above-mentioned tender number and description.

The tenders shall be opened in the public after the closing hour. Any or the lowest tender will not necessarily be accepted. The 80/20 preference point system as contained in the Preferential Procurement Policy, R8/5-26, of 28 May 2026 will be used in the adjudication of this tender. The project is subject to the following:

- Standard for Developing skills through infrastructure contracts (published in GN 1779 of 31 March 2023).

Part 2 of the Panel term tender entails Price and Preference (Individual work packages).

A compulsory information session will take place at the Council Chamber, 12 Main Road, Vredenburg on **Wednesday, 22 July 2026, promptly at 11H00. No grace period will be allowed.**

A valid tax clearance certificate, from the South African Revenue Services, must be supplied with the tender document and the tenderer must be tax-compliant on the Central Supplier Database (CSD).

Mr. H. Mettler
MUNICIPAL MANAGER
Saldanha Bay Municipality
Private Bag X 12
VREDENBURG
7380

Initial_____

Tender Data (T1.2)

Clause number	The Conditions of Tender are **The Standard Conditions of Tender as contained in Annex C of Government Gazette No. 42622 of 8 August 2019** of the **CIDB Standard for Uniformity (2019) in Engineering and Construction Works Contracts.** The Standard Conditions of Tender for Procurements make several references to the Tender Data for details that apply specifically to this Tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.
C.1.1	Add the following: The Employer is: SALDANHA BAY MUNICIPALITY Department: Project Management Unit Private Bag X12 Vredenburg 7380
C.1.2	**Replace C.1.2 with the following:** The Tender documents (Part 1) issued by the Employer comprise: **The Tender** **Part T1: Tender Procedures** T1.1 Tender notice and invitation to Tender T1.2 Tender data **Part T2 Returnable Documents** T2.1 List of Returnable Schedules Required for Tender Evaluation T2.2 Returnable Schedules that will be incorporated into the contract **The Contract** **Part C1: Agreement and contract data** C1.1 Form of acceptance C1.2 Contract data C1.3 Objections and Complaints form C1.4 Forms of Professional Indemnity Insurance C1.5 Performance Guarantee (5% of Accepted Contract Sum) C1.6 Occupational Health and Safety Agreement **Part C2: Pricing data** C2.1 Pricing instructions C2.2 Schedule of activities **Part C3: Scope of work** C3.1 Description of works C3.2 CIDB B.U.I.L.D Programme C3.3 Engineering C3.4 Procurement C3.5 Management C3.6 Annexures This part, Part 2, will only include relevant parts that relates to this work package.

Initial_____

C.1.4	Add the following: The employer has no agent acting on it's behalf for the purpose of this tender. The employer's representative for the purpose of communication between employer and bidders is: Name: Rashied Nackerdien Address: Saldanha Bay Municipality Private Bax X12 Vredenburg 7380 Tel: 022 701 7104 Email: Rashied.nackerdien@sbm.gov.za Only information issued formally in writing to bidders by the employer's representative will be regarded as amendments to the tender document.
C1.5	Add the following to clause C.1.5.1; (e) Saldanha Bay Municipality reserves the right to accept all, some, or none of the bids received – either wholly or in part – and it is not obligated to accept the lowest or any bid.
C.1.6.2	Removed
C.1.6.3.1	Removed
C.1.6.3.2.1	Replace: The first stage has already been completed and awarded. The employer is inviting all responsive tenderers, for the Solid Waste category to submit tender offers for the second stage.

Initial_____

<table>
<tr><td>C.2.1.</td><td>Add clause C.2.1.3:
Compliance with requirements of SBM SCM Policy and procedures
Only those tenders that are compliant with the requirements below will be declared responsive:
a) A completed Compulsory Enterprise Questionnaire to be provided (applicable schedule to be completed);
b) A completed Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's behalf (applicable schedule to be completed);
c) A copy of the partnership / joint venture / consortium agreement to be provided;
d) A completed Declaration of Interest – State Employees to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule to be completed);
e) A completed Declaration – Conflict of Interest and Declaration of Bidder's past Supply Chain Management Practices to be provided and which does not indicate any conflict or past practices that renders the tender non-responsive based on the conditions contained thereon (applicable schedules to be completed);
f) A completed Certificate of Independent Bid Determination to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule to be completed);
g) The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy;
h) The tenderer's tax matters with SARS are in order or the tenderer is a foreign supplier that is not required to be registered for tax compliance with SARS;
i) The tenderer is not an advisor or consultant contracted with the Employer whose prior or current obligations creates any conflict of interest or unfair advantage</td></tr>
<tr><td>C.2.7.</td><td>Add the following:
A compulsory clarification meeting will be held on 22 July 2026.</td></tr>
<tr><td>C.2.8</td><td>Replace the clause 2.8 with the following:
Request for clarification of the tender document, if necessary, please notify the employer at least seven (7) working days before the closing time per e-mail to both the following persons:
<table><tr><td>Mr. Rashied Nackerdien
Title: Project Manager
Email: Rashied.Nackerdien@sbm.gov.za</td><td>Mr. Viandro van Wyk
Title: Accountant SCM Compliance
Email: viandro.vanwyk@sbm.gov.za</td></tr></table></td></tr>
<tr><td>C.2.12</td><td>Removed</td></tr>
<tr><td>C.2.13.6</td><td>The Employer's address for delivery of Tender offers and identification details to be shown on each Tender offer package are:
Location of Tender box: SALDANHA BAY MUNICIPALITY, Investment Centre, Ground Floor, 15 Main Road, Vredenburg, 7380.
Physical address: Municipal offices, Investment Centre, 15 Main Road, Vredenburg, 7380.</td></tr>
</table>

Initial_____

	Identification details: **PS 03/2025 - PROFESSIONAL SERVICES (CONSULTANT): VREDENBURG LANDFILL CELL 2 DEVELOPMENT.**
C.2.15.1	The closing time for submission of Tender offers is **12H00 on Friday, 14 August 2026.** ***Note: Telephonic, telegraphic, facsimile or emailed Tender offers will not be accepted.***
C.2.15.2	Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
C.2.16	The Tender offer validity period is **84 days.**
C.2.23	Replace with the following: The Tenderer is required to submit with his Tender. 1) A valid tax clearance certificate issued by the South African Revenue Services. 2) B-BBEE status level certificate. 3) Locality documentation (municipal accounts and/or lease agreements of the company and executive directors).
C3.1.1	Replace clause C.3.1.1 with the following: Respond to a request for clarification received up to seven (7) working days before the tender closing time stated in the Tender Data and notify all tenderers who were invited to tender.
C.3.4	The time and location for opening the tender is: **Friday, 14 August 2026** at **12H00, SALDANHA BAY MUNICIPALITY, Council Chamber, 12 Main Road, Vredenburg.**
C.3.11	Add the following (d)(i): **PRICE EVALUATION** *80 Points (Tenders < R 50 000 000)* Evaluation will be on price and preference as per the approved Preferential Procurement Policy of Council. **POINTS** **PRICE** 80 **SPECIFIC GOALS** 20 (10 B-BBEE and 10 Locality) **TOTAL POINTS FOR PRICE AND SPECIFIC GOALS** **100** MBD 6.1 must be duly completed and signed and sufficient proof must be submitted to claim preference points.
C3.13	Add the following: **Tender offers will only be accepted if:** g) the Tenderer has in his or her possession a valid Tax Clearance Certificate issued by the South African Revenue Services and is tax compliant on the Central Supplier Database; h) the Tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges;

Initial_____

	i) the Tenderer or any of its directors is 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; j) the Tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract; and k) the Tenderer fully completes all required documentation. (Parts T & C).
C3.14	Add C.3.14.3 as follows: **CIDB B.U.I.L.D Programme** According to GOVERNMENT GAZETTE No. 48491, 28 April 2023: *"This Construction Industry Development Board Standard for Developing Skills through Infrastructure Contracts should be applied to;* *a) a contract of R5 million or more, in the case of a professional service or service contract or an order issued in terms of such a contract; or"* **Developing Skills through Infrastructure Contracts** It will be a condition of contract that: The contractor / Professional Service Provider shall, in the performance of the contract, achieve the Contract Skills Development Goal (CSDG) and Contract Participation Goal (CPG) established in the Standard for Developing Skills through Infrastructure Contracts (published in GN 1779 of 31 March 2023). **Note: The proforma documents that are required in terms of the above Standards that must be completed after award of the tender will upon acceptance of the contract become part of the contract.** PRO-FORMA DOCUMENTS Annexure 1 - Form A1 List of Recognised Skills Development Agencies Annexure 2 - Form A2 Baseline Training Plan Annexure 3 - Form A3 Project Interim Report Annexure 4 - Form A4 Supervisor Agreement Annexure 5 - Form A5 Project Completion Report
C.3.17	Add the following: The number of paper copies of the signed tender document (contract) to be provided by the Client is 1(one).

Initial_____

Additional C3.19	**The additional conditions of Tender are:** a) SALDANHA BAY MUNICIPALITY may also request that the Tenderer provide written evidence that his financial, labor and resources are adequate for carrying out the project. b) The SALDANHA BAY MUNICIPALITY reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any Tenderer. c) The Tenderer shall provide all reasonable assistance in such Investigations. Tenderers must take note that in the case of a false statement or submission of false information the tender will be disqualified with immediate effect and criminal prosecution may be considered. d) Council reserves the right not to make an award in this matter.

Initial_____

Contract Data - (Part C1.2)

CONDITIONS OF CONTRACT

The **Standard Professional Services Contract (Third Edition, July 2009)** published by the Construction Industry Development Board, are applicable to this contract.

Copies of these Conditions of Contract may be obtained from the Construction Industry Development Board's website **www.cidb.org.za**.

PART 1: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this Contract:

Clause	Description
	The Employer is the **Saldanha Bay Municipality**
1.	Add Definitions In the Contract, the following words and expressions shall have the meanings indicated, except where the context otherwise requires. Defined terms and words are signified in the text of the Contract by the use of capital initial letters. Contract The Contract signed by the Parties and of which these General Conditions of Contract form part. Contract Data Specific data, which together with these General Conditions of Contract, collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the contract. Contract Price The price to be paid for the performance of the Services in accordance with the Pricing Data. Day A calendar day. Deliverable Any measurable, tangible, verifiable outcome, result or item that must be produced or completed. Employer The contracting party named in the Contract who employs the Service Provider. Key Persons Persons who are named as such in the Contract Data who will be engaged in the performance of the Services. Parties

Initial_____

Clause	Description
	The Employer and the Service Provider. Period of Performance The period within which the Services are to be performed and completed. Personnel Schedule A schedule naming all personnel and key persons. Scope of Work The document which defines the Employer's objectives and requirements and specifies the Services which must, or may, be provided under the Contract. The contracting party named in the Contract Data who is employed by the Employer to perform the Services described in the Contract, and legal successors to the Service Provider and legally permitted assignees. Service Provider The contracting party named in the Contract data who is employed by the employer to perform the Services described in the contract, and legal successor to the Service Provider and legally permitted assignees.
2.	Replace Clause 2 with the following: 2. INTERPRETATION 2.1 Unless inconsistent with the context, an expression which denotes: a. any gender includes the other genders; b. a natural person includes a juristic person and vice versa; c. the singular includes the plural and vice versa. 2.2 The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of documents shall be in accordance with the following sequence: a) the Form of Acceptance b) the Form of Offer c) the Contract Data d) the General Conditions of Contract e) the Scope of Work f) the Pricing Schedule and any other documents forming part of the Contract. 2.3 The clause headings shall not limit, alter or affect the meaning of the Contract.
3.	Add GENERAL 3.1 Governing laws "Law" means all national (or other spheres of Government) legislation, statutes, ordinances and other laws including the South African Common Law, and regulations and by-laws of any legally constituted public authority. 3.2 Change in legislation

Initial_____

Clause	Description
	If after the commencement of the Contract, the cost or duration of the Services is altered as a result of changes in, or additions to, any statute, regulation or bye-law, or the requirements of any authority having jurisdiction over any matter in respect of the Project, then the Contract Price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 14 days of first having become aware of the change, the Service Provider furnished the Employer with detailed justification for the adjustment to the Contract Price. 3.3 Language 3.3.1 The language of the Contract and of all communications between the Parties shall be English. 3.3.2 All reports, recommendations and reports prepared by the Service Provider under the Contract shall be in English. 3.4 Notices 3.4.1 Amend: Any notice, request, consent, approval or other communication made between the Parties pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when delivered to such Party at the address stated in the Contract Data, or one week after having been sent by registered post. 3.4.2 Additional: If the sender requires evidence of receipt, he shall state such requirement in his communication and, wherever there is deadline for the receipt of the communication, he may demand evidence of receipt of his communication. In any event, the sender shall take all the necessary measures to ensure receipt of communications. 3.4.3 A Party may change its address for receipt of communications by giving the other Party 30 days advance notice of such change. Add: 3.4.4 The authorized and designated representative of the Employer is: Name: Rashied Nackerdien Address: Saldanha Bay Municipality Private Bax X12 Vrédenburg 7380 Tel: 022 701 7104 Email: Rashied.nackerdien@sbm.gov.za 3.5 Location The Services shall be performed at such locations as are specified in the Contract Data, and where the location of a particular task is not so specified, at such locations as the Employer may approve. 3.6 Publicity and publication Unless otherwise agreed, the Service Provider shall not release public or media statements or publish material related to the Services or Project within two (2) years of completion of

Initial_____

Clause	Description
	the Services without the written approval of the Employer, which approval shall not be unreasonably withheld. 3.7 Confidentiality Replace: Both Parties shall keep all commercially sensitive information obtained by them in the context of the Contract confidential and shall not divulge it without the written approval of the other Party except to the extent strictly necessary to carry out obligations under this Contract or to comply with applicable laws. 3.8 Variations 3.8.1The Employer may, without changing the objectives or fundamental scope of the Contract, order variations to the Services or may request the Service Provider to submit proposals, including the time and cost implications, for variations to the Services. No variation shall have any force or effect unless reduced to writing and signed by both Parties. 3.8.2 The reasonable cost of preparation and submission of such proposals and the incorporation into the Contract of any variations to the Services ordered by the Employer, including any change in the Contract Price, shall be agreed in writing between the Service Provider and the Employer, prior to the change being implemented. 3.8.3 Where a variation is necessitated by default or breach of Contract by the Service Provider, any additional cost attributable to such variation shall be borne by the Service Provider.
3.9	Removed
3.10	Sole agreement The Contract constitutes the sole agreement between the Parties for the performance of the Services and no representation not contained therein shall be of any force or effect. No amendments will be of any force or effect unless reduced to writing and signed by both Parties.
3.11	Indemnification The Service Provider shall, at his own expense, indemnify, protect and defend the Employer, its agents and employees, from and against all actions, claims, losses and damage arising from any willful or negligent act or omission by the Service Provider or his subcontractors in the performance of the Services, including any violation of legal provisions, or rights of others, in respect of patents, trademarks and other forms of intellectual property such as copyrights.
3.12	Penalties
3.12.1	In the event that due to his negligence, or for reasons within his control, the Service Provider does not perform the Services within the Period of Performance, the Employer shall without prejudice to his other remedies under the Contract, be entitled to levy a penalty for every day or part thereof, which shall elapse between the end of the period specified or performance, or an extended Period of Performance, and the actual date of completion, at the rate and up to the maximum amount stated in the Contract Data.

Initial_____

Clause	Description
3.12.2	If the Employer has become entitled to the maximum penalty amount referred to in above, he may after giving notice to the Service Provider: a) terminate the Contract b) complete the Services at the Service Provider's cost.
3.12.3	Add In the event that due to his negligence or for reasons within his control, the Service Provider does not meet the specified target as stated in the Contract Data with regards to the CSDG BUILD requirements, the Employer shall be entitled to levy a penalty as stated in the Contract Data.
3.12.4	Add In the event that due to his negligence or for reasons within his control, the Service Provider does not disclose subcontracting arrangements the Employer may be entitled to levy a penalty as stated in the Contract Data.
3.12.5	Add In the event that due to his negligence or for reasons within his control, the Service Provider does not perform the service of capturing structures inventory/works and condition updates within the specified period of time, the Employer shall be entitled to levy a penalty as stated in the Contract Data.
3.12.6	The penalty payable for poor performance will be applied over the full-time duration of the Contract. Penalty charges shall be as follows: • Failure to meet milestone dates in the Project programme = R2 000.00/day (excl. VAT) subject to a maximum of 10% of the Contract Value (excluding all Prime Cost and Provisional Sums). • Failure to capture works inventory and condition updates onto project quality control sheets or reports issued to the Client before issue of Taking-Over-Certificate (TOC) = R5000.00/works per week or part thereof subject to a maximum of R50 000.00 (excl. VAT) per structure. • Failure to disclose Sub-contractors or Sub Consultants = up to 10% of the Contract value. • Failure to meet the specified target as stated in the Contract data with regards to CSDG BUILD requirements = 30% of the value by which the cumulative value of payments fails to meet the specified target.
3.13	Removed
3.14	Add Illegal and impossible The Service Provider shall notify the Employer immediately, should he become aware that the Contract requires him to undertake anything which is illegal or impossible.
3.15	Programme

Initial_____

Clause	Description
3.15.2	3.15.1 The Service Provider shall, within the time period set out in the Contract Data/Special Conditions, submit to the Employer a programme for the performance of the Services which shall, inter alia, include: a) the order and timing of operations by the Service Provider and any actions required of the Employer and Others; b) the dates by which the Service Provider plans to complete work needed to allow the Employer and Others to undertake work required of them; c) provisions for float; d) the planed completion of the Services, or part thereof in relation to a period of performance; and e) other information as required in terms of the Scope of Work or Contract Data
3.15.3	The Employer may, during the course of the Contract, request the Service Provider to amend the programme. Where this is not practicable, the Service Provider shall advise the Employer accordingly and advise him of alternative measures, if any, which might be taken.
3.16	Replace The Service Provider shall regularly update the programme to reflect actual progress to date and expected future progress.
3.16.1	Price Adjustment to time-based fees for inflation
3.16.2	Replace Time-based fees which are stated in the pricing data as a unique rate and are not calculated by multiplying the total annual cost of employment contained, shall unless otherwise stated in the Contract Data, be adjusted in terms of 3.16.2 on each anniversary of the starting date 3.16.2 the adjustment to the time-based fees shall be equal to: $(CPI_n - CPIs) / CPIs$ Where $CPIs$ = the indices specified in the Contract Data during the month in which the start date falls CPI_n = the latest indices specified in Contract Data during the month in which the anniversary of the start date falls
3.17	Removed
3.18	Add – Estimated duration of contract The construction stage of this project **will not** be phased. The project will be completed within the prescribed 57 months **estimated** contract period stated below. It is anticipated that the contract duration will be 57 months as per the following breakdown. The estimated start date for the contract is 1 August 2026 and end date is end of 31 May 2031. • Inception/Planning/Design: 6 months • Environmental and Statutory Approvals: 12 months • Procurement of contractor: 9 months • Construction: 12 months • Statutory Approvals (e.g. DWS, DEADP: 6 months • Retention: 12 months
4 4.1	

Initial_____

Clause	Description
4.1.1	Add – Approval of stages (Preliminary and detailed design) The municipality reserves the right to cancel the future components of the contract at preliminary design and detailed design stage should it not be feasible to implement the project. Employer's Obligations
4.1.3	Add Information The Employer shall timeously provide to the Service Provider, free of cost, all available information and data in the Employer's possession which may be required for the performance of the Services. 4.1.2 The Employer shall provide the Service Provider with reasonable assistance required in obtaining other relevant information that the latter may require in order to perform the Services 4.1.3 Additional The Service Provider shall be entitled to rely on the accuracy and completeness of all information furnished by or on behalf of the Employer. 4.2 Decisions The Employer shall, within a reasonable time, give his decision on any matter properly referred to him in writing by the Service Provider so as not to delay the performance of Services. 4.3 Assistance 4.3.1 The Employer shall co-operate with the Service Provider and shall not interfere with or obstruct the proper performance of the Services. The Employer shall as soon as practicable: a) authorise the Service Provider to act as his agent insofar as may be necessary for the performance of the Services; b) provide all relevant data, information, reports, correspondence and the like, which become available; c) procure the Service Provider's ready access to premises, or sites, necessary for the performance of the Services; d) assist in the seeking of all approvals, licenses and permits from state, regional and municipal authorities having jurisdiction over the Project, unless otherwise stated in the Contract Data; e) designate in writing a person to act with his complete authority in giving instructions and receiving communications on his behalf and interpreting and defining his policies and requirements in regard to the Services.
4.4.2	4.4 Services of others 4.4.1 The Employer shall, at his own cost, engage such others as may be necessary for the execution of work necessary for the completion of the Project, but not included in the Services. 4.4.2 Add The Employer shall not enter into an agreement or contract with others which describes any of the duties and responsibilities of the Service Provider in terms of the Contract or which imposes obligations on him, without first obtaining the Service Provider's written agreement thereto.

Initial_____

Clause	Description
	4.5 Notice of change by Employer On becoming aware of any matter which will materially change, or has changed, the scope, cost or timing of the Services, or on becoming aware of any defect or deficiency in the Services, the Employer shall immediately advise the Service Provider thereof. 4.6 Issue of instructions Where the Service Provider is required to administer the work or services of Others, or any contract or agreement, on behalf of the Employer, then the Employer shall issue instructions related to such work, services, contract or agreement only through the Service Provider. 4.7 Payment of Service Provider
4.8	The Employer shall pay the Service Provider the Contract Price in accordance with the provisions of the Contract.
5	Additional
5.1 5.1.1	Approval of stage review gates - The municipality reserves the right to cancel the future components of the contract at preliminary design and detailed design stage should it not be feasible to implement the project.
	Service Provider's Obligations General Amend The Service Provider shall perform the Services in accordance with the Scope of Work with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards and shall be responsible for breach of professional duty by reason of any error, omission or neglect in connection with delivering the services
5.1.2	Add Where the Services include the exercise of powers to certify, decide or otherwise exercise discretion in regard to a contract or agreement between the Employer and Others, then the Service Provider shall act in respect of that contract or agreement as an independent professional
5.1.3	If the Service Provider is a joint venture or consortium of two or more persons, the Service Provider shall designate one person to act as leader with authority to bind the joint venture or consortium. Neither the composition nor the constitution of the joint venture or consortium shall be altered without the prior consent in writing of the Employer, which shall not be unreasonably withheld.
5.1.4	Add Unless specifically instructed differently, the Service Provider is delegated as the Employer's "Mandatary" in terms of the Occupational Health and Safety Act (Act no. 85 of 1993), and as the Employer's Agent as defined in Construction Regulations 5(5), (6) and (7) of the said Act.
5.1.5	Add The Service Provider, if requested by the Employer, shall provide any plans and calculations for checking by others.
5.1.6	Add All design calculations shall be kept and safeguarded for the duration of the insurance(s) required in terms of Clause 5.1.3

Initial_____

Clause	Description
5.2	Add The Service Provider undertakes to pay the Targeted Enterprise(s) the full value due in each interim fee claim. The Service Provider further undertakes to make payment within 30 (thirty) days of presentation by the Service Provider of the interim fee claim to the Employer for payment, or by the 30th of the month following that in which the Targeted Enterprise(s) completed the work, whichever date is earlier.
5.3	Exercise of authority The Service Provider shall have no authority to relieve others appointed by the Employer to undertake work on the Project of any of their duties, obligations, or responsibilities under their respective agreements or contracts, unless expressly authorised by the Employer in response to an application by the Service Provider in writing to do so.
5.4	Designated representative The Service Provider shall designate in writing a person to act as his representative and such person shall have complete authority to receive instructions from and give information to the Employer on behalf of the Service Provider.
5.4.1 5.4.2	Insurances to be taken out by the Service Provider Amend The Service Provider shall, at his own cost, unless otherwise agreed, take out and maintain in force such insurance policies in respect of their own risks in performing the Services as are stipulated in the Contract Data, subject to the approval of the Employer, which approved shall not be unreasonably withheld.
5.5	Amend The Service Provider shall, at the Employer's request, provide evidence to the Employer showing that the insurance required in terms of Clause 5.4.1 has been taken out with an insurance company registered in the Republic of South Africa, or as otherwise approved by the Employer and maintained in force.
5.6	Service Provider's actions requiring Employer's prior approval The Service Provider shall obtain the Employer's prior approval in writing before taking, inter alia, any of the following actions: a) appointing Subcontractors for the performance of any part of the Services, b) appointing Key Persons not listed by name in the Contract Data c) any other action that may be specified in the Contract Data
5.7	Co-operation with Others If the Service Provider is required to perform the Services in co-operation with Others he may make recommendations to the Employer in respect of the appointment of such Others. The Service Provider shall, however, only be responsible for his own performance and the performance of Subcontractors unless otherwise provided for.
5.8	Amend Notice of change by Service Provider On becoming aware of any matter which will materially change or has changed the scope, cost or timing of the Services, the Service Provider shall give notice thereof to the Employer, save that the Service Provider is empowered to make minor changes or variations within the overall programme or budget and within such parameters as are defined by the Employer, provided that such changes are reported timeously to the Employer.

Initial_____

Clause	Description
	Additional Safeguarding the Employer's data 5.8.1 The Parties shall take reasonable precautions (each having regard to the nature of the other's respective obligations under the Contract) to preserve the integrity of the Employer's data including appropriate back-up procedures. 5.8.2 In the event that the Employer's data is corrupted or lost as a result of any default by the Service Provider, the Employer shall at the Service Provider's expense, have the option to: • require the Service Provider to restore or procure the restoration of such data; or; • itself restore or procure restoration of such data. 5.8.3 The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions • Appointing Key Personnel not listed by name in the Contract Data/Special Conditions. • Appointing sub-contractors for the performance of any part of the Service. • Expending any Prime Cost and/or Provisional Sum in the Contract or Works Contract. • Authorising any work under a Variation (Works Authorisation) for the Works Contract. • Authorising any work outside the contract limits. • Over-expenditure on the Works Contract. • Changing the scope of work for the Works Contract. • Acceptance of sub-standard work and/or reduced payments under the Works Contract. • Making statements to the media regarding the project.
5.9	Add Performance Security Where required, the Service Provider shall obtain (at his cost) a Performance Security for proper performance in the amount and currencies stated in the Contract Data/Special Conditions. If an amount is not stated in the Contract Data/Special Conditions, this sub-clause shall not apply. The Performance Security shall be issued by an insurance company or bank registered or licensed as an insurance company or bank to do business in the Republic of South Africa and approved by the Employer and having an office or banking facility in the Republic of South Africa. The Performance Security shall be subject to approval by the Employer and shall be in the form prescribed in the tender documents. The Performance Guarantee must be provided within 14 days of written acceptance by the Employer of the tender offer. The amount of the Performance Guarantee is 5% of the accepted tender sum for the design portion of the contract (including VAT).
6.	Conflict of Interest, Corruption and Fraud 6.1 Service Provider not to benefit from commissions, discounts, etc. The remuneration of the Service Provider under the Contract shall constitute the Service Provider's sole remuneration in connection with the Contract, or the Services, and the Service Provider shall not accept for his own benefit any trade commission,

Initial_____

Clause	Description
	discount, or similar payment in connection with activities pursuant to the Contract, or in the discharge of his obligations under the Contract, and shall use his best efforts to ensure that the Personnel, any sub-contractors, and agents of either of them shall, similarly, not receive any additional remuneration. 6.2 Royalties and the like The Service Provider shall not have the benefit, whether directly or indirectly, of any royalty or of any gratuity or commission in respect of any patented or protected article or process used in or for the purposes of the Contract, or Project, unless so agreed by the Employer in writing. 6.3 Independence The Service Provider shall refrain from entering into any relationship which could be perceived as compromising his independence of judgment, or that of Subcontractors or Personnel 7. Service Provider's Personnel Amend 7.1 Provision of Personnel 7.1.1 The Service Provider shall provide appropriate Personnel for such time periods as required in terms of the Contract and shall enter all data pertaining to Personnel including titles, job descriptions, qualifications and estimated periods of engagement on the performance of the Services in the Personnel Schedule. 7.1.2 The Services shall be performed by the Personnel listed in the Personnel Schedule for the periods of time indicated therein. The Service Provider may, subject to the approval of the Employer, make such adjustments to the data provided in terms of Clause 7.1.1 above as may be appropriate to ensure the efficient performance of the Services, provided that the adjustments will not cause payments to exceed any limit placed on the Contract Price.
7.1.3	The Service Provider shall: a) forward to the Employer for approval, within 15 days of the award of the Contract, the Personnel Schedule and a timetable for the placement of Personnel. b) inform the Employer of the date of commencement and departure of each member of Personnel during the course of the Project. c) submit to the Employer for his approval a timely request for any proposed change to Personnel, or timetables.
7.2	
7.2.1	Staff and equipment Amend The Service Provider shall employ and provide all qualified and experienced personnel required to perform the Services.
7.2.2	Amend Where required in terms of the Contract, the Service Provider shall provide Key Persons as listed in the Contract Data to perform specific duties. If at any time, a particular Key Person cannot be made available, the Service Provider may engage a

Initial_____

Clause	Description
7.2.3	replacement who is equally or better qualified to perform the stated duty, subject to the Employer's approval, which approval shall not be unreasonably withheld. Amend Where the Service Provider proposes to utilise a person not named in the Personnel Schedule, he shall submit the name, relevant qualifications and experience of the proposed replacement person to the Employer for approval.
7.2.4	Amend Where the fees for the Services are time-based, the fee payable for a person provided as a replacement shall not exceed that which would have been payable to the person replaced.
7.2.5	Add Except in the case of replacement resulting from death or where the Employer requests a replacement not provided for by the Contract, the Service Provider shall bear all additional costs arising out of or incidental to such replacement.
7.2.6	Add The Service Provider shall take all measures necessary and shall provide all materials and equipment necessary to enable Personnel to perform their duties in an efficient manner.
7.3	Add Working hours, overtime and leave Where the fee for the Services are time-based, working hours, leave entitlement and holidays for Personnel provided in terms of Clause 7 are to be as stated in the Contract Data, or, if not stated, to be determined by the Service Provider. The Employer will not be responsible for overtime payments to Personnel unless so specifically provided for in the Pricing Schedule.
7.4	Add The Key Persons required for this project are: • Project Leader • Contract Engineer • Design Specialist **(Solid Waste Specialist)** The additional design specialists and assistants to the Contract Engineer, Project Leader and Design Specialists other than Key Persons for this project are: • Design Specialist (Geometric Engineer) Design Specialist (Traffic Engineer) • Design Specialist (Geotechnical Engineer) • Design Specialist (Electrical Engineer) (Lighting) Saldanha Bay Municipality to name the above specialist if applicable depending on the project type being undertaken.
7.5	Add Personnel Category Definitions (Clarification to our Pricing Schedule) The category of personnel necessary to undertake the work shall be approved by the Employer in accordance with the following definitions:

Initial_____

Clause	Description
	i. Category A shall mean a top practitioner whose expertise is nationally or internationally recognised and who provides advice at a level of specialisation where such advice is recognised as that of an expert. ii. Category B shall mean a partner, a sole proprietor, a director, or a member who, jointly or severally with his other partners, co-directors, or co-members, bears the risks of business, takes full responsibility for the liabilities of such practice, performs work of a conceptual nature in engineering design and development, provides strategy guidance in planning and executing a project and/or carries responsibility for quality management pertaining to a project. (e.g. The Engineer for the project) iii. Category C shall mean all salaried senior professional and technical staff performing work of an engineering nature and who carry the direct technical responsibility for one or more specific activities related to the project. A person referred to in Categories A or B may also fall in this category if such person performs work of an engineering nature at this level. (e.g. the resident engineer for the project) iv. Category D shall mean all other salaried technical staff performing work of an engineering nature under the direction and control of any person contemplated in categories A, B or C.
7.6	Add Limitation on commitments of Key Persons and Other Required Resources (Design Specialists) Key Persons and additional required resources (Design Specialists) other than Key Persons will be limited to participate in a maximum number of 6 (six) conventional contracts in either design or construction phase.
8	
8.1	Commencement, Completion, Modification suspension and Termination of the contract
	Amend - Commencement
8.2	The effective date of the contract shall be the date of the Form of Acceptance. Contract shall come into effect on the date that it is signed by both Parties or such later date as may be stated in the Contract Data. The Service Provider shall commence the performance of the Services within thirty (30) days after the date that the Contract becomes effective, or such date as may be specified in the Contract Data.
8.2.1	Amend - Completion
8.2.2	Unless terminated in terms of the Contract, or otherwise specified in the Contract Data, the Contract shall be concluded when the Service Provider has completed all Deliverables in accordance with the Scope of Work.
8.2.3	The Service Provider, may request an extension to the Period of Performance if he is or will be delayed in completing the Contract by any of the following causes: a) variations to Services ordered by the Employer. b) failure of the Employer to fulfil his obligations under the Contract. c) any delay in the performance of the Services which is not due to the Service Provider's default. d) Force Majeure. The Service Provider shall within 14 days of becoming aware that a delay may occur, notify the Employer of his intention to make a request for the extension of the Period of Performance to which he considers himself entitled and shall within 30 days

Initial_____

Clause	Description
8.2.4	thereafter deliver to the Employer full and detailed particulars of the request, in order that it may be investigated at the time. The Employer shall, within 30 days of receipt of a detailed request, grant such extension to the Period of Performance as may be justified, either prospectively or retrospectively, or inform the Service Provider that he is not entitled to an extension. Should the Service Provider find the decision of the Employer to be unacceptable he shall, nevertheless, abide by such decision in the performance of the services and the matter shall be dealt with as a dispute in terms of Clause 12.
8.3	Force Majeure
8.3.1	Amend In this clause "Force Majeure" means an exceptional event or circumstance: a) which is beyond party's control, b) which such a party could not reasonably have provided against before entering into the Contract, c) which, having arisen, such Party could not reasonably have avoided or overcome, and d) which is not substantially attributable to the other Party Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below; i. natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity ii. war, hostilities (whether war to be declared or not), invasion, act of foreign enemies, iii. rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, iv. riot, commotion, disorder, strike or lockout by persons other than the Service Provider's Personnel or other employees of the Service Provider and Sub-contractors,
8.3.2	An event or circumstance which is attributable to a willful act, neglect or failure to take reasonable precautions by the affected party, his employee's agents, subcontractors or others shall, under no circumstances, be considered Force Majeure.
8.3.3	The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to meet the terms and conditions of this Contract, and has notified the other Party within 10 days of its occurrence and within a reasonable time of its estimated duration and consequences. Failure to so notify shall terminate that Party's right to release from his obligations.
8.3.4	In the event that the performance of the Services has to be suspended on the grounds of Force Majeure, the time for completion shall be extended by the extent of the delay plus a reasonable period for the resumption of work or, if the speed of performing certain Services has to be reduced, the time for their completion shall be extended as may be necessary in the circumstances. During the period of his inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the

Initial_____

Clause	Description
8.3.5	terms of the Contract and shall be reimbursed for additional costs reasonably and necessarily incurred by him in suspending, delaying and reactivating the performance of the Services.
8.4	If the Force Majeure event continues for more than 90 (ninety) days, either Party shall have the right to terminate this Contract with immediate effect.
8.4.1	Termination Amend The Employer may in addition to his rights under sub-clause 10.5 terminate the Contract by giving not less than thirty (30) days written notice thereof to the Service Provider after the occurrence of any of the following events: a) if the Service Provider does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after having been notified thereof, or within any further period as the Employer may have subsequently approved in writing; b) if the Service Provider becomes insolvent or bankrupt; c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; d) Committing an offence in terms of clause 6.1; e) if the Service Provider acts in such a way, under this contract or any other contract with the Employer, that a statute relating to the combating of fraud, corruption, uncompetitive practice and the like can be invoked; or f) if the Employer, at any time in its sole discretion determines that it no longer requires the completion of the Service by the Service Provider." Upon delivery of such notice by the Service Provider he shall immediately vacate the site and deliver to the Employer all drawings, documents and papers relating to the Services and shall within fourteen (14) days after the date of termination submit an account for the Services satisfactorily performed prior to the date of notice. The Employer shall not be liable to the Service Provider for any loss of profit or damages suffered as a result of cancellation of the contract as contemplated in this clause.
8.4.2	Add The Service Provider may terminate the Contract, by giving not less than thirty (30) days written notice to the Employer after the occurrence of any of the following events: a) if the Employer fails to pay any monies due to the Service Provider in terms of the Contract and not subject to dispute pursuant to Clause 12 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or c) when the Services have been suspended under Clause 8.5 and the period of suspension exceeds 6 months, or it is clear to the Service Provider that it will be impossible or impractical to resume the suspended Services before the period of suspension has exceeded 6 months; or d) if the Employer is in material breach of a term of the Contract and fails to rectify such breach within 30 days of the receipt of written notice requiring him to do so.
8.4.3	

Initial_____

Clause	Description
8.4.5	Amend Upon termination of this Contract pursuant to Clauses 8.4.1 or 8.4.2, the Employer shall make the following payments to the Service Provider: a) remuneration in terms of the Contract for Services satisfactorily performed prior to the effective date of termination less any costs arising from termination. b) except in the case of termination pursuant to events (a) and (b) of Clause 8.4.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.
8.4.6	Should the Service Provider, being an individual or the last surviving principal of a partnership or body corporate, die or be prevented by illness or any other circumstances beyond his control from performing the obligations implied by the Contract, the Contract shall be terminated without prejudice to the accrued rights or either Party against the other.
8.5 8.5.1	Add Where required in terms of the contract data the surety delivered by the Service Provider in terms of this Contract shall remain in force until the completion of the project.
8.5.2	Suspension The Employer may temporarily suspend all or part of the Services by notice to the Service Provider who shall immediately make arrangements to stop the performance of the Services and minimise further expenditure.
8.6	When Services are suspended, the Service Provider shall be entitled to pro-rata payment for the Services carried out and reimbursement of all reasonable cost incident to the prompt and orderly suspension of the Contract.
9	Rights and liabilities of the Parties
9.1	Completion, suspension or termination of the Contract shall not prejudice or affect the accrued rights or liabilities of the Parties.
9.2	OWNERSHIP OF DOCUMENTS AND COPYRIGHT Copyright of all documents prepared by the Service Provider in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to Project shall be vested in the party named in the Contract Data. Where copyright is vested in the Service Provider, the Employer shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the Project and need not obtain the Service Provider's permission to copy for such use. Where copyright is vested in the Employer, the Service Provider shall not be liable in any way for the use of any of the information other than as originally intended for the Project and the Employer hereby indemnifies the Service Provider against any claim which may be made against him by any party arising from the use of such documentation for other purposes.
9.3	Amend The ownership of data and factual information collected by the Service Provider and paid for by the Employer shall, after payment by the Employer, lie with the

Initial_____

Clause	Description
	Employer. This shall include intellectual property gained during the project and any research work, papers and presentations done using the Employer's resources and information.
10	The Employer shall have no right to use any documents prepared by the Service Provider whilst the payment of any fees and expenses due to the Service Provider in terms of the Contract is overdue.
10.1	SUCCESSION AND ASSIGNMENT
	Amend
10.2	Except as defined in Clause 8.4.4 above, each Party binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other Party and to the other partners, successors, executors, administrators, assigns and legal representatives of the other Party in respect of all obligations and liabilities of the Contract.
10.3	An assignment including that of a sub-contractor, shall be valid only if it is a written agreement, by which the Parties transfer their rights and obligations under the Contract, or part thereof, to others.
10.4	The Service Provider shall not, without the prior written consent of the Employer, assign the Contract or any part thereof, or any benefit or interest there under, except in the following cases: a) by a charge in favour of the Service Provider's bankers of any monies due or to become due under the Contract; or b) by assignment to the Service Provider's insurers of the Service Provider's right to obtain relief against any other person liable in cases where the insurers have discharged the Service Provider's loss or liability.
10.5	The approval of an assignment by the Employer shall not relieve the Service Provider of his obligations for the part of the Contract already performed or the part not assigned.
11	If the Service Provider has assigned his Contract or part thereof without authorization, the Employer may forthwith terminate the Contract.
11.1	Sub-contracting
11.2	Amend A sub-contract shall be valid only if it is a written agreement by which the Service Provider entrusts performance of a part of the Services to others.
11.3	The Service Provider shall not sub-contract to nor engage a Sub-contractor to perform any part of the Services without the prior written authorization of the Employer. The services to be sub-contracted and the identity of the Sub-contractor shall be notified to the Employer. The Employer shall, within 14 days of receipt of the notification and a full motivation why such services are to be sub-contracted, notify the Service Provider of his decision, stating reasons, should he withhold such authorization, failing which the Sub-contractor shall be deemed to be approved by the Employer. If the Service Provider enters into a sub-contract with a Sub-

Initial_____

Clause	Description
	contractor without prior approval, the Employer may forthwith terminate the Contract.
11.4	The Employer shall have no contractual relationships with Sub-contractors. However, if a Sub-contractor is found by the Employer to be incompetent, the Employer may request the Service Provider either to provide a Sub-contractor with qualifications and experience acceptable to the Employer as a replacement, or to
11.5	resume the performance of the relevant part of the Services himself.
	The Service Provider shall advise the Employer without delay of the variation or termination of any sub-contract for performance of all or part of the Services.
11.6	The Service Provider shall be responsible for the acts, defaults and negligence of Sub-contractors and their agents or employees in the performance of the Services, as if they were the acts, defaults or negligence of the Service Provider, his agents or employees. Approval by the Employer of the sub-contracting of any part of the Contract or of the engagement by the Service Provider of Sub-contractors to perform any part of the Services shall not relieve the Service Provider of any of his obligations under the Contract.
12	The Service Provider undertakes to pay the sub-contractor the full value as certified as being due in each interim monthly account. The Service Provider further undertakes to make payment within 7 (seven) days after payment by the Employer or by the 25th of the month following that in which the sub-contractor invoiced for
12.1	the work, whichever date is earlier.
Resolution of Disputes	
12.1.1	Amend
	Settlement
12.1.2	Any dispute between the Parties shall arise by either party presenting to the other in writing the nature of the dispute and the facts to be dealt with. The Parties shall negotiate in good faith with a view to settling any dispute or claim arising out of or relating to the Contract and may not initiate any further proceedings until either Party has, by written notice to the other, declared that such negotiations have failed.
12.2	
12.2.1	Any dispute or claim arising out of or relating to the Contract which cannot be settled between the Parties shall in the first instance be referred by the Parties to either mediation or adjudication as provided for in the Contract Data.
	Mediation
12.2.2	If the Contract Data does not provide for dispute resolution by adjudication, not earlier than ten working days after having advised the other Party, in terms of Clause 12.1, that negotiations in regard to a dispute have failed, an aggrieved Party may require that the dispute be referred, without legal representation, to mediation by a single mediator. The mediator shall be selected by agreement between the Parties, or, failing such agreement, by the person named for this purpose in the Contract Data. The costs of the mediation shall be borne equally by the Parties.
12.2.3	The mediator shall convene a hearing of the Parties and may hold separate discussions with any Party and shall assist the Parties in reaching a mutually acceptable settlement of their differences through means of reconciliation,

Initial_____

Clause	Description
	interpretation, clarification, suggestion and advice. The Parties shall record such agreement in writing and thereafter they shall be bound by such agreement.
12.2.4	The mediator is authorised to end the mediation process whenever in his opinion further efforts at mediation would not contribute to a resolution of the dispute between the Parties and shall do so, if after a period of 90 (ninety) days from entering into the mediation process, no resolution has been achieved.
12.3 12.3.1	If either Party is dissatisfied with the opinion expressed by the mediator or should the me-diation fail, then such Party may require that the dispute be referred to arbitration or litigation in a competent civil court, as provided for in the Contract Data; provided that the dissatisfied Party notifies the other in writing within 28 Days of mediator's decision being issued or the mediator declaring the mediation to have ended, as provided for in the Contract Data. Claims not brought within the time periods set out herein will be deemed to be waived.
12.3.2 12.3.3	Adjudication If the Contract Data does not provide for dispute resolution by mediation, an aggrieved Party may refer the dispute to adjudication. Adjudication shall be in accordance with the latest edition of the separately published CIDB Adjudication Procedures.
12.3.4	The adjudicator shall be appointed in terms of the Adjudicator's Agreement bound in the Construction Industry Development Board's Adjudication Procedure. The Adjudicator shall be any person agreed to by the parties or, failing such agreement, shall be nominated by the person named in the Contract Data. The Adjudicator shall be appointed in accordance with the Adjudicator's Agreement contained in the CIDB Adjudication Procedure.
12.4 12.4.1	If a Party is dissatisfied with the decision of the Adjudicator, the Party may give the other Party written notice of dissatisfaction within 28 days of the receipt of that decision and refer the dispute to arbitration or litigation in a competent civil court as provided for in the Contract Data. If notice of dissatisfaction is not given within the specified time, the decision shall be final and binding on the Parties.
12.4.2 13	Arbitration Arbitration, where provided for in the Contract Data, shall be by a single arbitrator in accordance with the provisions of the Arbitration Act of 1965 as amended and shall be conducted in accordance with such procedure as may be agreed between the Parties or, failing such agreement, in accordance with the Rules for the Conduct of Arbitrations, current at the date of the contract, published by the Association or Arbitrators.
13.1	The arbitrator shall be mutually agreed upon or, failing agreement, to be nominated by the person named in the Contract Data.
13.1.1	LIABILITY Amend
13.1.2	Liability of the Service Provider

Initial_____

Clause	Description
	The Service Provider shall be liable to the Employer arising out of or in connection with the Contract if a breach of Clause 5.1 is established against him.
13.2	The Service Provider shall correct a Defect on becoming aware of it. If the Service Provider does not correct a Defect within a reasonable time and the Defect arose from a failure of the Service Provider to comply with his obligation to provide the Services, the Service Provider shall pay to the Employer the amount which the latter assesses as being the cost of having such Defect corrected by Others.
	Liability of the Employer
13.3	The Employer shall be liable to the Service Provider arising out of or in connection with the Contract if a breach of an obligation of his in terms of the Contract is established. The Service Provider shall have no separate delictual right of action against the Employer.
	Compensation
	Amend
13.4	If it is established that either Party is liable to the other, compensation shall be payable only on the following terms: a) Compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of the breach. b) The compensation payable by either Party shall be reduced by the arbitrator/media-tor/adjudicator to such extent as is deemed just and equitable having regard to the degree in which the other Party or any third party was at fault in relation to the loss or damage. The liability of the Parties is not joint and each Party shall only be liable for that proportion of c) the compensation which is attributable to his fault. d) In any event, the amount of compensation will be limited to the amount specified in Clause 13.5.
	Duration of Liability
13.5 13.5.1	Notwithstanding the terms of the Prescription Act No. 68 of 1969 (as amended) or any other applicable statute of limitation neither the Employer nor the Service Provider shall be held liable for any loss or damage resulting from any occurrence unless a claim is formally made within the period stated in the Contract Data or, where no such period is stated, within a period of three years from the date of termination or completion of the Contract.
	Limit of Compensation
	Amend
13.5.2 13.5.3	The maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to: a) the sum insured in terms of 5.4. in respect of insurable event; or b) the sum stated in the Contract Data or, where no such amount is stated, to an amount equal to twice the Contract Price (inclusive of VAT) payable to the Service Provider under the Contract.

Initial_____

Clause	Description
	Each Party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amount payable.
13.6	If either Party makes a claim for compensation against the other Party and this is not established, the claimant shall reimburse the other for his reasonable costs incurred as a result of the claim or if proceedings are initiated in terms of Clause 12 for such costs as may be awarded.
	Indemnity by the Employer
13.7	The Employer shall indemnify the Service Provider against all claims by third parties which arise out of or in connection with the performance of the Services save to the extent that such claims do not in the aggregate exceed the limit of compensation in Clause 13.5 or are covered by the insurances arranged under the terms of Clause 5.4.
13.7.1	
13.7.2	
	Exceptions
	Clauses 13.5 and 13.6 shall not apply to claims arising from deliberate misconduct.
14	The Service Provider shall have no liability whatsoever for actions, claims, losses or damages occasioned by: a) the Employer omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Service Provider, or requiring the Service Provider to implement a decision or recommendation with which the Service Provider disagrees or on which he expresses a serious reservation; or b) the improper execution of the Service Provider's instructions by agents, employees or independent contractors of the Employer.
	Remuneration and reimbursement of Service Provider
14.1	Amend The Employer shall remunerate and reimburse the Service Provider for the performance of the Services as set out in the Pricing Data and Scope of Works. If not otherwise stated in the Pricing Data, the following shall apply:
14.2	The Service Provider shall be entitled to render interim monthly accounts for fees and reimbursements throughout the duration of the Contract. Interim amounts of lump sum fees due (or any specified fixed-progressed payments due that have been delayed by the acts of the Employer) shall be based on progress.
14.3	Amounts due to the Service Provider shall be paid by the Employer within thirty (30) days of receipt by him of the relevant invoices. If the Service Provider does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Employer on receipt by him of the relevant invoice for interest, at the Prime overdraft rate plus 2% per annum, compounded monthly and calculated from the due date of payment.
14.4	If any item or part of an item in an invoice submitted by the Service Provider is disputed by the Employer, the latter shall, before the due date of payment, give

Initial_____

Clause	Description
14.5	notice thereof with reasons to the Service Provider, but shall not delay payment of the balance of the invoice. Clause 14.2 shall apply to disputed amounts which are finally determined to be payable to the Service Provider. In respect of Services charged for on a time basis and all other reimbursable expenses the Service Provider shall maintain records in support of such charges and expenses for a period of six months after the completion or termination of the Contract. Within this period the Employer may, on not less than 14 days' notice, require that a reputable and independent firm of accountants, nominated by him at his expense, audit any claims made by the Service Provider for time charges and expenses by attending during normal working hours at the office where the records are maintained.
14.6	Add Payments due shall be subject to the deduction of retention monies as stated in the Contract Data. The retention monies so deducted shall be released in accordance with the phases and conditions stated in the Contract Data.
15	Add If applicable, Contract Price Adjustment will be paid according to the method stated in the Contract Data.
16	Amounts due to the employer Amounts due to the Employer shall be paid by the Service Provider within Thirty (30) Days of receipt by him of the relevant invoices. If the Employer does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Service Provider, at the rate stated in the Contract data, calculated from the due date for payment.
17	Add Indemnity Insurance The Tenderer must affix proof of Professional **Indemnity Insurance to Appendix 8** and refer to which tender the PI insurance is applicable. **NB: Minimum value of PI Insurance R 2 000 000/Claim but not less than the project value with number of claims unlimited. In cases where the project value is greater than R 2 000 000 the PI Insurance will be negotiated with the Consultant.** *** Please attach Professional Indemnity Insurance to **APPENDIX 8** Add Unbundling of Assets Documentation required for the unbundling of infrastructure project into assets: I. All As-built related documents and final bill of quantities aligned with final account for this project must be submitted within two months after completion.

Initial_____

Clause	Description
18	II. BOQ & As-built format: Please refer to the "Infrastructure Data Protocol document", "Example BOQ documents" & "CIDMS Module 3 document" (pg. 64 to 86) for specifications, formats and procedures. https://sbm.gov.za/scm-documents/ **Refer to Appendix 13 for sample BoQ's as well as CIDMS Module 3 document.** Add Retention The limit of retention money is 10% of the Contract Sum. 75% of the 10% will be released upon submission of the close-out reports, accurate and acceptable as-built drawing, Unbundling of infrastructure project into assets information and other related project requirements. The other 25% of retention money will be held for one year following Completion or earlier termination and will be released once the final completion is issued and accepted.

DESCRIPTION OF WORKS (Part C3.1)

ALL Documents and Schedules MUST BE RETURNED (SUBMITTED) for the TENDER to be Evaluated

C 3.1 DESCRIPTIONS OF WORK

Part C 3.1.1 Scope of Works

Saldanha Bay Municipalities (SBM), Vredenburg Landfill site consists of an old cell (reached capacity), Cell 1, which is the current operational cell, a future cell 2. The landfill is fenced with a "clearvu" type fence and has a weighbridge, buildings, Materials recovery Facility, boreholes, internal roads, lighting, leachate collection dam, and various other infrastructure. The current cell 1 has a class B liner system, with leachate collection pipes, and subsoil draining. Cell 1 was completed during 2022. The Vredenburg Landfill Sites current operational Cell 1 is estimated to reach full capacity of 13m above natural ground level by 2030 – 2032 depending on waste generation rates and the effectiveness of diversion programs. The facility also has a capacity constraint in terms of the office space at the weighbridge facility and constant breaches of the current "clearvu" type fencing. The facility is licenced for both the current cells and the future cell 2, with an existing Record of Decision from the Department of Water and Sanitation. A Basic Assessment Report was compiled with the development of cell 1 and an environmental authorisation issued.

Proposals for the provision of Professional Engineering Services from Stage A – E of the ECSA guide dated 26 March 2021, such as development of the concept, detailed design, compilation of drawings, compilation of tender document, tender process, construction monitoring/supervision and close-out report for the **Vredenburg Landfill Cell 2 Development.**

The approximate area covered by the future cell 2 is 6 ha. The full area must be developed as per the license number 19/2/5/4/F4/23/WL0019/22 for a Class B cell. Upgrades will also be required to additional infrastructure such as the weighbridge, buildings, fencing, etc. and additional costing must be done for alternative waste management handling solutions to landfilling to ensure the landfill lifespan can be increased, based on waste characterization data and affordability in comparison to current methods. A landfill height extension must also be investigated.

Scope of the above must include (but not limited to):

- Reviewing all existing Licenses, Record of Decisions, Environmental authorizations, Cell 1 development documentation, etc.

Initial_____

- Liaise with Engineering firm and specialists who were part of cell 1 development for required technical information and documentation.
- Make proposals on what additional specialist studies will be required, which authorizations remain valid, and which need new applications and action.
- Liaise with DEADP with regards to preliminary design proposals and way forward. Allow for further engagements with DEADP as required, including design reports and construction completion reports as per their requirements.
- Liaise with DWS with regards to preliminary design proposals and way forward. Allow for further engagements with DWS as required, including design reports and construction completion reports as per their requirements.
- Make provision for a construction quality control monitor for the duration of the project.
- Ensure compliance with all statutory conditions and liaise with relevant authorities, e.g. DEADP, DWS, etc.
- Land surveying of the existing facility.
- Mapping and modeling of existing facility.
- All planning and design for a Class B cell in accordance with License and ROD's.
- Review current fencing and propose alternative impenetrable fencing.
- Review security measures, including lighting, camera placement, etc. and propose alternative efficient measures.
- Review current leachate collection system and pond and propose integration with new system or design complete separate system.
- Assess groundwater table, and geology and propose adequate subsoil drainage systems and boreholes.
- Review stormwater management and current paddock system for full facility including old, decommissioned cell.
- Piggyback liner between Cell 1 and new cell 2 needs to be extended as a height increase has been issued since the installation of the piggyback liner. This will also impact on gas extraction which must be dealt with.
- Gas management and proposal in terms of future usage of gas for energy provision if viable.

Initial_____

- Internal gravel roads to be assessed and upgraded where needed, for both access and perimeter patrols. Access road outside the facility must be evaluated and upgraded and widened by 1.5m.
- Weighbridge infrastructure must be reviewed and upgraded as needed.
- Weighbridge building to be upgraded including all building control approvals, architectural designs, and CoC's.
- Conduct any required public participation
- Garden waste stockpile and chipping/composting area to be identified and incorporated into landfill footprint, or alternative location, e.g., on Cell 0, which is on final height. To include any required Norms and Standards registrations and statutory requirements. Proposal on upgrades needed for garden waste chipping and composting area, e.g. concrete slabs, drainage, security, etc. To be included in as-built plans.
- Assess building rubble volumes and possibility of screening and crushing. Identify future areas for stockpile and crushing of builders' rubble and include in as-built plans.
- Small ad hoc infrastructure upgrades to existing cell 1 infrastructure, e.g. leachate collection pipe repairs and subsoil pipe replacement.
- Investigate possibility of height increase on cell 1 and 2 from 13m to 20m, and related processes to obtain approval if viable.
- Investigate and propose at least 3 high level options for alternatives to landfill or increased waste separation at the facility. E.g. Trommel Screen, specialized mechanical separation, biogas, Waste to Energy, Large scale composting, MRF extension and upgrade. The top 3 initiatives must be based on waste characterization data, current levels of participation of separation at source, high level cost (Capital and operational), financial viability for the municipality, and ease of finding a market for the separated waste or end product. Support from Producer Responsible Organisation as part of the Extended Producer Responsibility regulations and waste reclaimer integration must be incorporated in the high level options. A separate report must be provided for this item.
- Review existing operational plan and update for the full facility, including landfill, composting facility, MRF and builders rubble area.
- Review and suggest measures for windblown litter reduction with materials that have little scrap value and can be moved by persons or machines/ equipment on site. Innovative design is required.

C 3.1.2 Overview of the Works are as follows (but not limited to):

Initial_____

NEW LANDFILL CELL, SUPPORTING INFRASTRUCTURE AND WASTE STUDIES

- **Design, analyse and construction of CELL 2 at Vredenburg Landfill Site of approximately 6ha, including all supporting infrastructure, e.g. weighbridge, buildings, fencing, lighting, security, composting area, access roads, internal roads, stormwater, leachate system and pond, etc as per SBM, DEADP and DWS requirements. Conduct additional studies as per detailed scope of works Part C 3.1.1 and provide operational plan for the full waste management facility including composting area, MRF and builders' rubble area.**

The following documents must be considered during the design process:

- SBM Integrated Waste Management Plan (IWMP)
- SBM Integrated Waste Management Policy
- SBM Integrated Waste Management By-laws
- SBM Organic Waste diversion Plan
- SBM Waste characterisation data
- SBM separation at source participation data
- Internal and external audit results
- Cell 1 engineering reports and specialist reports
- Vredenburg landfill license
- ROD's as previously issued by DWS
- National Environmental Management: Waste Act, 59 of 2008
- National Waste Management Strategy
- DEADP Western Cape IWMP

C 3.1.3 Extent of the Works

The Work(s) to be carried out by the Tenderer (Consultant) under the Contract comprises mainly, but not limited to the following:

Deliverables:

- Obtain all required statutory approvals.
- Inception report.
- Concept Design Report, which will have to be approved and signed by relevant Line Management as per the latest SCM SOP. The design report will also have to be approved by DEADP and DWS.
- Detailed Design Report, which will have to be approved and signed by relevant Line Management. The design report will also have to be approved by DEADP and DWS.
- Design Drawings, which will have to be approved and signed by the Director IPS. The design drawings will also have to be approved by DEADP and DWS.
- All studies and reports as per detailed Scope of Works Part C 3.1.1.
- The compilation of subsequent tender documentation, including specifications according to SBM requirements.

Initial_____

- Provide contract administration, project management and construction supervision (level as determined by the client) and monitoring of the total project.
- Provide Construction Quality monitor.
- Monthly progress meetings on the planning and design phase.
- Provide construction completion report as required by DWS and DEADP.
- Provide alternative waste management report.
- Provide operational plan for full facility.
- Issuing of project completion certificate.
- Issuing of hard copy and digital as-builts and project completion report.

Compliance with Statutory Governmental Legislative Requirements:

- All processes associated with obtaining the relevant licenses and authorizations as required in terms of all relevant legislation(s) such as (but not limited to) the NEM:WA (inclusive of an Environmental Assessment Process as required). This also includes waste management licenses, Norms and Standards Registrations, ROD's from DWS, etc.
- The provision of OHS and latest Construction Regulations 2014.
- Heritage Investigations if required.
- Town planning processes if required.
- Geotechnical studies.
- Building regulations, etc.

Stakeholders to consider and contact:

- Saldanha Bay Municipality (Client)
- Contractors contracted to provide services to SBM on the Landfill Site
- Law Enforcement
- Waste Reclaimers
- Producer Responsible Organisations
- West Coast District Municipality
- Department of Water and Sanitation (DWS)
- Department of Environment Affairs and Development Planning (DEADP)
- Previous Engineering firm and Specialists involved in Cell 1 upgrade
- Telkom
- Other Private Fibre suppliers
- Eskom
- Deeds Office
- Surrounding property owners
- All other interested and effected parties, including the broader community

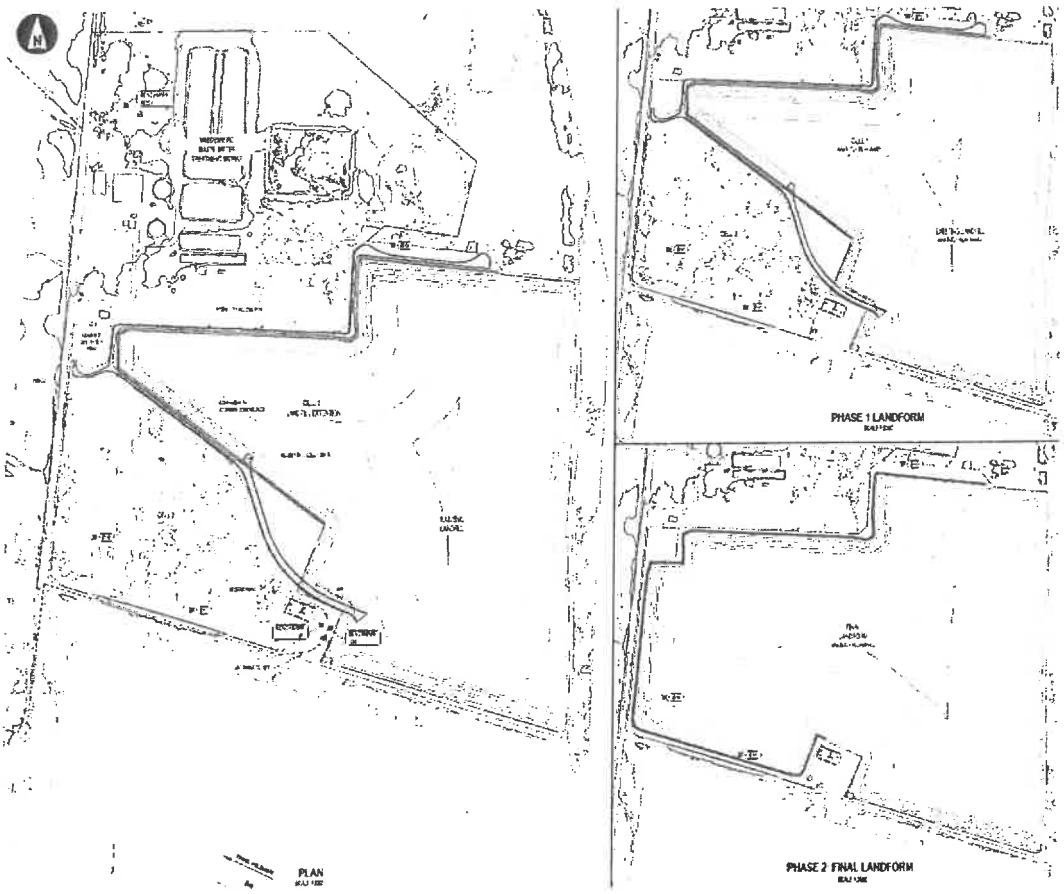
C 3.1.4 Location of the Work

The location of the project is shown in the images below.

Initial_____



The General Arrangements and Cell Development is shown in the image below.



Initial_____

APPENDIX 2: PRICING SCHEDULE - CONSULTING ENGINEERS

Project Details *(To be provided by Municipality)*	
Tender Number	PS 03/2025
Description / Name	PROFESSIONAL SERVICES (CONSULTANT): VREDENBURG LANDFILL CELL 2 DEVELOPMENT.
Guideline: Estimated budget for complete project (including Professional fees and Construction cost):	**R 57 000 000.00**

Category and DPSA rate:

Category as per par. 4.2(2) and 4.2(3) of ECSA guideline	DPSA Salary band	DPSA fee per hour	
Category A (4.2(3)(a)(i))	15	R	3 080.04
Category B (4.2(3)(a)(i))	14	R	2 308.00
Category C (4.2(3)(a)(ii))	12	R	1 482.21
Category D (4.2(3)(a)(iii))	11	R	1 250.67

Fuel (Department of Transport: Category D cent per kilometre)

Petrol	Cent / km
Up to 1550	457.90
1550-1950	492.80
1951-2150	570.00
2151-2500	647.40
2501-3500	853.20
Greater than 3500	957.80

Diesel	Cent / km
Up to 2150	662.40
2151-2500	815.40
2501-3500	859.80
Greater than 3500	1 053.40

Recoverable Expenses (Department of Public Works)		
Paper size		Fee
A4 Black on White	R	1.30
A4 Coloured	R	1.70
A3 Black on White	R	2.90
A3 Coloured	R	3.40
A2	R	24.80
A1	R	38.80
A0	R	55.05
Binder Set A4	R	35.50
Binder Set A3	R	47.60
*Dublicating/Print in Colour A4	R	11.70
*Dublicating/Print in Colour A3	R	19.25

*Payable only upon prior written approval by SBM

To be calculated during evaluation

Normal Services	**Time based fees**
Budget	R -

Additional Services

Construction Monitoring
Environmental Consultant
Surveyor
Geotechnical
Town planning
Health and Safety Officer

Actual cost will be paid plus mark-up

Municipality pay actual cost plus mark up as per guideline. The maximum mark-up is 10% according to ECSA guideline. Department can determine mark-up. Estimates provided by Department. Cohtrol: Consultant must request three quotes for each category.

Expenses and Cost

Travelling
Printing, typing, copying

Time and cost base fees

Allocation of work in terms of expertise (mix of responsibilities during project)	**Percentage work on project required by Municipality:**	Percentage Offered (To be calculated)
Category A {4.2(3)(a)(i)}	10%	0%
Category B {4.2(3)(a)(i)}	30%	0%
Category C {4.2(3)(a)(ii)}	40%	0%
Category D {4.2(3)(a)(iii)}	20%	0%

Guideline for allocation of work per stage in line with ECSA Guideline 26 March 2021 (clause 4.2.9)

Category **A** or **B** consultant (depending on the type of work) will be responsible to sign-off on each stage under Normal Services.

Services	**Consultant: Fee and hours**			
Normal Services	**Fee per hour**	**Hours** *Fee per hour and hours to be provided by tenderer*	**Total** *To be provided by tenderer*	**Percentage (%)** *To be calculated during evaluation*
Stage A: Preliminary Design *(Inception, concept and viability)*				
Cat (A)	R 2 000.00	0	R -	0.0%
Cat (B)	R 1 600.00	50	R 80 000.00	0.0%
Cat (C)	R 1 250.00	150	R 187 500.00	0.0%
Cat (D)	R 750.00	300	R 225 000.00	0.0%
Subtotal		**500**	**R 492 500.00**	
Percentage (%) allocated for stage				16.1%

Deliverable to be in line with ECSA guideline 26 March 2021 (clause 3.2.1 and 3.2.2)

All overheads to be included on the rate provided for the stage works tendered i.e. travel cost associated with stage work is included in the rate tendered, additional travelling cost outside the scope of normal services will be financed under adhoc

Approval required to proceed to next stage (clause 4 in work package)

Stage B: Detail Design						
Cat (A)	R	2 000.00	0	R	-	0.0%
Cat (B)	R	1 600.00	100	R	160 000.00	0.0%
Cat (C)	R	1 250.00	300	R	375 000.00	0.0%
Cat (D)	R	750.00	550	R	412 500.00	0.0%
Subtotal			**950**	**R**	**947 500.00**	
Percentage (%) allocated for stage						31.1%
Deliverable to be in line with ECSA guideline 26 March 2021 (clause 3.2.3)						
All overheads to be included on the rate provided for the stage works tendered i.e. travel cost associated with stage work is included in the rate tendered, additional travelling cost outside the scope of normal services will be financed under adhoc						
Approval required to proceed to next stage (clause 4 in work package)						
Stage C: Documentation and Tender						
Cat (A)	R	2 000.00	0	R	-	0.0%
Cat (B)	R	1 600.00	100	R	160 000.00	0.0%
Cat (C)	R	1 250.00	350	R	437 500.00	0.0%
Cat (D)	R	750.00	450	R	337 500.00	0.0%
Subtotal			**900**	**R**	**935 000.00**	
Percentage (%) allocated for stage						30.6%
Deliverable to be in line with ECSA guideline 26 March 2021 (clause 3.2.4).						
All overheads to be included on the rate provided for the stage works tendered i.e. travel cost associated with stage work is included in the rate tendered, additional travelling cost outside the scope of normal services will be financed under adhoc						
Stage D: Construction Administration						
Cat (A)	R	2 000.00	0	R	-	0.0%
Cat (B)	R	1 600.00	175	R	280 000.00	0.0%
Cat (C)	R	1 250.00	175	R	218 750.00	0.0%
Cat (D)	R	750.00	0	R	-	0.0%
Subtotal			**350**	**R**	**498 750.00**	
Percentage (%) allocated for stage						16.3%
Deliverable to be in line with ECSA guideline 26 March 2021 (clause 3.2.5)						
All overheads to be included on the rate provided for the stage works tendered i.e. travel cost associated with stage work is included in the rate tendered, additional travelling cost outside the scope of normal services will be financed under adhoc						
Stage E: Close out						
Cat (A)	R	2 000.00	0	R	-	0.0%
Cat (B)	R	1 600.00	25	R	40 000.00	0.0%
Cat (C)	R	1 250.00	50	R	62 500.00	0.0%
Cat (D)	R	750.00	100	R	75 000.00	0.0%
Subtotal			**175**	**R**	**177 500.00**	
Percentage (%) allocated for stage						5.8%
Total: Normal Services			**2875**	**R**	**3 051 250.00**	**100.0%**
Percentage CAP					**#DIV/0!**	
Deliverable to be in line with ECSA guideline 26 March 2021 (clause 3.2.6)						
All overheads to be include to the rate provided i.e. travel time, travel cost, etc)						

Additional Services: Construction Monitoring Municipality to indicate which level required. Rates for other to be provided *refer to ECSA guideline 26 March 2021 clause 3.3.2*	Provided by Municipality Estimated months	To be provided by tenderer Rate per Month	Estimated cost per level	
Construction Monitoring Level 3 (based on 21 days per month * 8 hours per day = 168 hours per month) *refer to ECSA guideline 26 March 2021 clause 3.3.2 (c)*	12	R 175 000.00	R 2 100 000.00	
Construction Monitoring Level 2 (based on 8 days per month * 8 hours per day = 64 hours per month) *refer to ECSA guideline 26 March 2021 clause 3.3.2 (b)*	0	R 120 000.00	R -	
Construction Monitoring Level 1 (based on 2 days per month * 8 hours per day = 16 hours per month) refer to ECSA guideline 26 March 2021 clause 3.3.2 (a)	0	R 75 000.00	R -	
Total for Construction Monitoring			**R 2 100 000.00**	
Level of construction monitoring to be determine at the discretion of the user department in terms of the envisage complexity of the project as per ECSA guideline 4 December 2015 clause 3.3.2 (5) i.e. determining whether the construction monitoring				
All overheads to be include to the rate provided i.e. travel time, travel cost, etc)				

CSDG Program Requirements			
Total cost of Professional Fees (Normal Services plus Construction Monitoring) excluding VAT	**R**	**5 151 250.00**	
Price of Professional Fees expressed in Millions e.g (R1 000 000 = 1.0)	R	5.15125000	PROF. FEES IN MILLIONS
CSDG requirement expressed in hours		150	HOURS AS PER CSDG
CSDG required goal in hours that must be achieved on this contract		772.687500000000	TOTAL CSDG HOURS
CSDG hours expressed in months		4.45712678819	HOURS EXPRESSED IN MONTHS
CSDG cost/month based on Method 4 (360 Credit qualification) **Unemployed Learner** as per the Standard (**33.333% ALLOCATION**)	R	20 500.00	COST/MONTH
CSDG cost/month based on Method 4 (360 Credit qualification) **Employed Learner** as per the Standard (**16.667% ALLOCATION**)	R	6 666.67	COST/MONTH
CSDG cost/month based on Method 4 (480 Credit qualification) **Unemployed Learner** as per the Standard (**33.333% ALLOCATION**)	R	23 833.33	COST/MONTH
CSDG cost/month based on Method 4 (480 Credit qualification) **Employed Learner** as per the Standard (**16.667% ALLOCATION**)	R	6 666.67	COST/MONTH
Total cost of CSDG compliance	**R**	**75 771.16**	TOTAL
See Annexure for more information on the CSDG application.			

Expenses and costs (other additional services)

Refer to ECSA Guideline 26 March 2021 (clause 4.5.1(b)

	Cost Estimate (By Municipality)	To be provided by tenderer Mark-up in %	Cost Estimate plus Mark-up
Environmental Consultant	R 700 000.00	1%	R 707 000.00
Land Surveyor	R 150 000.00	4%	R 156 000.00
Geotechnical	R 100 000.00	4%	R 104 000.00
Geohydrologist	R 100 000.00	4%	R 104 000.00
Town planning	R 50 000.00	4%	R 52 000.00
Air Quality Specialist	R 75 000.00	4%	R 78 000.00
Visual Impact Assessments	R 75 000.00	4%	R 78 000.00
Architect	R 100 000.00	4%	R 104 000.00
Independent Construction Quality Control Monitor	R 876 000.00	1%	R 884 760.00
Health and Safety Officer	R 100 000.00	5%	R 105 000.00
Add Other Specialist Services if applicable	R 350 000.00	1%	R 353 500.00
Total for Other Additional Services			**R 2 726 260.00**

Expenses and costs (ad hoc matters)

Refer to ECSA Guideline 26 March 2021 (clause 4.3)

	Fee (By Tenderer)	Hours/ Kilometres (To be provided by tenderer)	Cost Estimate (By Tenderer)
Cat (A) Rate per Hour	R 2 500.00	0	R -
Cat (B) Rate per Hour	R 1 800.00	0	R -
Cat (C) Rate per Hour	R 1 500.00	0	R -
Cat (D) Rate per Hour	R 950.00	0	R -
Travelling Time Cat (A) Rate per Hour	R 2 500.00	0	R -
Travelling Time Cat (B) Rate per Hour	R 1 800.00	0	R -
Travelling Time Cat (C) Rate per Hour	R 1 500.00	0	R -
Travelling Time Cat (D) Rate per Hour	R 950.00	0	R -
Travelling Cat (A) Rate per km	R 8.50	0	R -
Travelling Cat (B) Rate per km	R 8.50	0	R -
Travelling Cat (C) Rate per km	R 8.50	0	R -
Travelling Cat (D) Rate per km	R 8.50	0	R -
Total hours provided by the Consultant under ad-hoc for above items MAY NOT EXCEED 10% of total Normal Services hours and the rates must be the same as indicated for Normal Services per category.			
Total for Ad hoc matters			**R -**

Rate for time and travelling of each professional be the same with the one tendered above for the normal services stages. Travelling Rate per km for various categories of professionals should not exceed Department of Transport prescribed rates.

Expenses and costs (recoverable expenses) *Refer to ECSA Guideline 26 March 2021 (clause 4.5.2)*	Fee	Estimated number	Cost Estimate
A4 Black on White	R 0.50	3000	R 1 500.00
A4 Coloured Paper	R 0.50	300	R 150.00
A3 Black on White	R 2.00	150	R 300.00
A3 Coloured Paper	R 2.00	50	R 100.00
A2	R 25.00	100	R 2 500.00
A1	R 35.00	100	R 3 500.00
A0	R 45.00	80	R 3 600.00
Binder Set A4	R 50.00	30	R 1 500.00
Binder Set A3	R 50.00	30	R 1 500.00
*Duplicating/Print in Colour A4	R 5.00	50	R 250.00
*Duplicating/Print in Colour A3	R 7.50	20	R 150.00
		Est. Minutes (250 per month for duration divided by 2)	
Cellphone Allowance (duration divided by 2) for the entire project duration	R -		R -
Lump Sum for other Disbursements depending on the size of the project (refer to ECSA, 26 March 2021 4.5(2)(c) & (f) *Payable only upon prior written approval by SBM	**R 100 000.00**		**R 100 000.00**
Total for Recoverable Expenses			**R 115 050.00**

Summary	
Normal Services	R 3 051 250.00
Additional Services: Construction Monitoring	R 2 100 000.00
CSDG program requirements	R 75 771.16
Expenses and costs (other additional services)	R 2 726 260.00
Expenses and costs (ad hoc matters)	R -
Expenses and costs (recoverable expenses)	R 115 050.00
SUB-TOTAL (excluding VAT)	**R 8 068 331.16**
15% VAT	**R 1 210 249.67**
TOTAL TENDER OFFER INCL. 15% VAT	**R 9 278 580.83**

MUNISIPALITEIT SALDANHABAAI
Privaatsak/Private Bag X12
28 AUG 2026
VREDENBURG
SALDANHA BAY MUNICIPALITY