



DEPARTMENT
TECHNICAL SERVICES
DIRECTORATE
eThekweni Sanitation Services
DIVISION
Sanitation Operations

PROCUREMENT DOCUMENT : [Infrastructure \(GCC 2015\)](#)

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

Contract No: 36608-5W

Contract Title: Provision and Management of Desludging Services for On-Site Sanitation Systems within eThekweni Municipality for 36 Months.

Estimated CIDB: Grade: **7** Class: **CE/GB**

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: [Compulsory Clarification Meeting](#)

Meeting Location: 40 Electron Road, Springfield Park, Durban 4001

Date, Time: [05 October 2026] at [10h00am]

Queries can be addressed to: Name: Sinenhlanhla Sibiya

The Employer's Agent's: Tel: 031 311 8361

Representative: eMail: Sinenhlanhla.Sibiya@durban.gov.za. Bidders are requested to submit emailed queries related to the bid. All emailed queries are to be submitted to the Employer's Agent's Representative (refer to C.1.4) by 2026/10/15. Emailed questions and answers will be consolidated and posted on the eTenders/Municipal website for the benefit of all tenderers by 2026/10/22.

TENDER SUBMISSION

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

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

Closing Date/ Time: [Friday, 30 October 2026](#) at [11h00](#)

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

JDE Queries
Contact:

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

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

Issued by:

ETHEKWINI MUNICIPALITY

Deputy Director: [Sanitation Operations](#)

Date of Issue: [25/09/2026](#)

Version: 01/12/2025

FOR OFFICIAL USE ONLY

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

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PART T1: TENDERING PROCEDURES

T1.1.1: TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited for the works of **Provision and Management of Desludging Services for On-Site Sanitation Systems within eThekweni Municipality for 36 Months.**

Subject	Description	Tender Data
Employer	The Employer is the eThekweni Municipality as represented by: Deputy Director: Sanitation Operations	C.1.1.1
Tender Documents	Documentation is to be downloaded from the National Treasury's eTenders website or the eThekweni Municipality Website : https://www.etenders.gov.za/ https://www.durban.gov.za/pages/business/procurement	C.1.2
CIDB Eligibility	It is <u>estimated</u> that Tenderers should have a CIDB contractor grading designation of 7 CE/GB (or higher).	C.2.1.2
Meeting Type	Compulsory Clarification Meeting	C.2.7
Meeting Details	40 Electron Road, Springfield Park, Durban 4001 [05 October 2026] at [10h00am]	C.2.7
Seek Clarification	Queries relating to these documents are to be addressed to the Employer's Agent's Representative whose contact details are: Name: Sinenhlanhla Sibiya Tel: 031 311 8361 eMail: Sinenhlanhla.Sibiya@durban.gov.za. Bidders are requested to submit emailed queries related to the bid. All emailed queries are to be submitted to the Employer's Agent's Representative (refer to C.1.4) by 2026/10/15. Emailed questions and answers will be consolidated and posted on the eTenders/Municipal website for the benefit of all tenderers by 2026/10/22.	C.1.4
Submitting a Tender Offer	The Tender Offer (hard copy) shall be delivered to: The Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban An electronic submission , via the eThekweni Municipality JDE System (ESP Module) , is also to be made. Refer to Part T1.1.2 and Tender Data: C.2.13. Notwithstanding the electronic submission , a tender offer will only be deemed valid if the "hard copy" submission has been made.	C.2.13
Closing Time	The Tender Offer (hard copy) shall be delivered, and the electronic submission completed, both on or before 30/10/2026 , at or before 11h00 .	C.2.15
Evaluation of Tender Offers	The 80/20 Price Preference Point System, as specified in the SCM Policy: Section 52: Preferential Procurement will be applied in the evaluation of tenders. Tender Data: C.3.11: Evaluation of Tender Offers details the awarding of Preference Points, and other related evaluation requirements.	C.3.11

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

CIDB B.U.I.L.D. Programme Standards	
Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts	Applicable
Standard for Developing Skills through Infrastructure Contracts	Not Applicable

T1.1.2: NOTES TO TENDERERS

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

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

GENERAL

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

eThekweni Supply Chain Management Policy (SCMP)

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

1) Section 14(4): ETM Supplier Database

The eThekweni Supply Chain Management Policy requires suppliers/ service providers/ contractors to be registered on the **eThekweni Municipality's Supplier Portal**.

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

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

The following is to be noted:

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

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

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

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

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

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

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

5) **Section 21.2: Tender Validity**

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

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

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

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

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

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

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

Each party of a JV must submit separate Tax Compliance Status PINs. Unless otherwise stated, the requirements for a single entity submission in terms of documentation requirements, will apply to each member of a JV making a submission.

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

8) **Section 49.1.2: Complaints and Objections (Appeals)**

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

CIDB

Regulation 25(8)

- 9) It should be noted that this contract, unless otherwise stated, is not part of a **Targeted Development Programme (TDP)**. The CIDB provisions in relation to a Contractor's **Potentially Emerging (PE) status** do not apply.

Tenderers are referred to **CIDB Inform Practice Note #32: "Application of the Potentially Emerging (PE) Status"**.

B.U.I.L.D. Programme

- 10) A programme to accelerate transformation in the construction industry, increase the capacity of the construction industry to deliver infrastructure and support the growth of emerging contractors, was launched on 14 March 2024 by the Deputy Minister of Public Works and Infrastructure and the Construction Industry Development Board.

Details of the B.U.I.L.D. Programme were published in a Government Gazette in 2020 (GG 43726) and B.U.I.L.D. has gradually been phased in at various levels of government and the private sector. The CIDB, a public entity with the mandate to promote improved performance in construction, oversees the programme and manages the B.U.I.L.D Fund.

The B.U.I.L.D programme determines that public sector entities which implement construction projects, that meet certain minimum requirements, must include developmental goals to the deliverables defined in the tenders. If applicable, Contractors are required to include these goals in the plans and pricing when they submit their tender bids.

T1.1.3: INFORMATION REGARDING THE ETHEKWINI JDE SYSTEM

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

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

1) General

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

This JDE System will be used for:

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

2) Registrations

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

National Treasury: Central Supplier Database

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

eThekweni Municipality Supplier Portal

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

eThekweni Municipality JDE System

- Service providers requiring access must send an email to supplier.selfservice@durban.gov.za
A copy of the **Director's ID** is required:
- On receipt of this email, the Procurement and Supply Chain Management (P&SCM) Directorate will respond with the login credentials and a link to the **JDE System**.

3) Assistance with using the JDE System

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

General Queries:

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

Technical Queries:

- Kgopotso Maja Tel: 031 322 3808
 Email: kgopotso.maja@durban.gov.za

4) Viewing of available tenders

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

5) Tender documentation

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

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

6) Submission of tender offers

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

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

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

Bidders are responsible for resolving all access rights and submission queries on the JDE System before the tender closing date/ time, as stated in the **Tender Data: C.2.15**.

7) Viewing the Tender opening schedule

Users on the **JDE System** will be able to view the **Tender Opening Schedule** for each closed Tender. The tender opening schedule will also be made available on the eThekweni Municipal website at URL: <https://www.durban.gov.za/pages/business/publication-of-received-bids>

PART T1: TENDERING PROCEDURES

T1.2: TENDER DATA

T1.2.1 STANDARD CONDITIONS OF TENDER

The conditions of tender are the **Standard Conditions of Tender** as contained in **Annex C** of the CIDB Standard for Uniformity in Construction Procurement as published in Government Gazette No 42622, Board Notice 423 of 8 August 2019, as duplicated below.

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

Annex C

Standard Conditions of Tender

C.1	General	
C.1.1	Actions	
C.1.1.1	The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.	2) <i>Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.</i>
C.1.1.2	The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.	C.1.1.3 The employer shall not seek, and a tenderer shall not submit a tender, without having a firm intention and the capacity to proceed with the contract.
		C.1.2 Tender Documents
		The documents issued by the employer for the purpose of a tender offer are listed in the Tender Data .
		C.1.3 Interpretation
		C.1.3.1 The Tender Data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.
		C.1.3.2 These conditions of tender, the Tender Data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.
	<i>Note:</i> 1) <i>A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.</i>	

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

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

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

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

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

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

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

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

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

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

C.2.7	Clarification meeting	tenderer. All signatories to the tender offer shall initial all such alterations.
	Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the Tender Data .	
C.2.8	Seek clarification	
	Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the Tender Data .	
C.2.9	Insurance	
	Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the Contract Data . The tenderer is advised to seek qualified advice regarding insurance.	
C.2.10	Pricing the tender offer	
C.2.10.1	Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the Tender Data .	
C.2.10.2	Show VAT payable by the employer separately as an addition to the tendered total of the prices.	
C.2.10.3	Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the Contract Data .	
C.2.10.4	State the rates and prices in Rand unless instructed otherwise in the Tender Data . The conditions of contract identified in the Contract Data may provide for part payment in other currencies.	
C.2.11	Alterations to documents	
	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the	
		C.2.12 Alternative tender offers
C.2.12.1		Unless otherwise stated in the Tender Data , submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
C.2.12.2		Accept that an alternative tender offer must be based only on the criteria stated in the Tender Data or criteria otherwise acceptable to the employer.
C.2.12.3		An alternative tender offer must only be considered if the main tender offer is the winning tender.
		C.2.13 Submitting a tender offer
C.2.13.1		Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the Contract Data and described in the scope of works, unless stated otherwise in the Tender Data .
C.2.13.2		Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
C.2.13.3		Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the Tender Data , with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
C.2.13.4		Sign the original and all copies of the tender offer where required in terms of the Tender Data . The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

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

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

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

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

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

a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.

b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

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

The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

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

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

T1.2.2 TENDER DATA

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

C.1: GENERAL

C.1.1 The employer:

The Employer for this Contract is the **eThekweni Municipality** as represented by:
Deputy Director: Sanitation Operations

C.1.2 Tender documents:

The Tender Documents issued by the Employer comprise:

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

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

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

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

C.1.4 Communication and employer's agent:

The Employer's Agent is:

Name: Sibusiso Vilane
Tel: 031 322 2763
eMail: Sibusiso.vilane@durban.gov.za

The Employer's Agent's Representative is:

Name: Sinenhlanhla Sibiya
Tel: 031 311 8361
eMail: Sinenhlanhla.Sibiya@durban.gov.za.
Bidders are requested to submit emailed queries related to the bid. All emailed queries are to be submitted to the Employer's Agent's Representative (refer to C.1.4) by 2026/10/15. Emailed questions and answers will be consolidated and posted on the eTenders/Municipal website for the benefit of all tenderers by 2026/10/22.

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

C.1.6 Procurement procedures:

The following Sections of the **Standard Conditions of Tender** are not applicable to this tender:

- **C.1.6.3: Proposal procedure using the two-stage system.**

C.1.6.2 Procurement procedures:

The competitive negotiation procedure shall be applied.

C.2: TENDERER'S OBLIGATIONS

C.2.1 Eligibility:

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

C.2.1.1 Eligibility: General

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

- (a) In the event of a Compulsory Clarification Meeting:
 - i) the Tenderer fails to attend the Compulsory Clarification Meeting, or
 - ii) the Tenderer fails to have **Returnable Document "Certificate of Attendance at Clarification Meeting / Site Inspection"** signed by the Employer's Agent or their representative at the meeting.
- (b) At the time of tender closing, the Tenderer is not registered on the **National Treasury Central Supplier Database (CSD)** and the **eThekweni Municipality Supplier Portal**. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture. Tenderers are to reference **Returnable Document "Compulsory Enterprise Questionnaire"** (section 1.5) and **Returnable Document "CSD Registration Report"**.
- (c) In the case of Joint Venture (JV) submissions, two or more JV entities have common directors/ shareholders or common entities tendering for the same works.
- (d) The following documentation is not completed in full, signed, and returned with the tender submission. **Failure to comply will result in the tender offer being deemed non-responsive.**
 - T2.2.1: Compulsory Enterprise Questionnaire.
 - T2.2.5: MBD 4: Declaration of Interest.
 - T2.2.6: MBD 5: Declaration for Procurement Above R10 Million.
 - T2.2.7: MBD 6.2: Declaration for Local Production and Content.
 - T2.2.8: MBD 8: Declaration of Bidder's Past SCM Practices.
 - T2.2.9: MBD 9: Certificate of Independent Bid Determination.
 - T2.2.10: Declaration of Municipal Fees
- (e) The certificates listed in the **Tender Data: C.2.23: Certificates** are to be included with the tender submission. **Failure to comply will result in the tender offer being deemed non-responsive.**
 - T2.2.1: SARS Tax Compliance Status - PIN Issued (submitted with the Compulsory Enterprise Questionnaire).
 - T2.2.12: Central Supplier Database (CSD) Report.
 - T2.2.13: CIDB Registration and Status.

C.2.1.2 Eligibility: CIDB

Tenderers are to reference the provisions of **Tender Data: C.2.23 “Certificates, and Returnable Document “Verification of CIDB Registration and Status”** with respect to CIDB registration.

Only those Tenderers who are registered (as “Active”) with the CIDB (at time of tender closing), in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, for a **CE/GB** class of construction work, are eligible to have their tenders evaluated.

Joint ventures are eligible to submit tenders provided that:

- (a) Every member of the joint venture is registered (as “Active”) with the CIDB (at time of tender closing),
- (b) The lead partner has a contractor grading designation in the **CE/GB** class of construction work and has a grading designation of not lower than one level below the required grading designation, and
- (c) The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations (2013) is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **CE/GB** class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

C.2.2.2 The cost of the tender documents:

Replace this paragraph with the following:

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

C.2.5 Reference documents:

Tenderers are to obtain their own copies of:

- 1) The **Conditions of Contract** identified in Section C1.2.1.1.
Tenderers/ Contractors are required to obtain their own copies.
- 2) The **Specifications** identified in Section C3.3.1.
Tenderers/ Contractors are required to obtain their own copies.
- 3) The following acts, regulations, policies, and standards referred to in this document, including but not limited to:
 - The Employer’s Supply Chain Management Policy (as at advertising date).
 - The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).
 - The Construction Industry Development Board Act No 38 of 2000 and the Regulations issued in terms of the Act (July 2013 as amended).
 - The Preferential Procurement Policy Framework Act (PPPFA), and the PPPFA Regulations (November 2022).
 - The Amended Construction Sector Code (Government Gazette No.41287) applicable to B-BBEE compliance measurement.
 - SANS 1921:2004 – Construction and Management Requirements for Works Contract, Parts 1-3.
 - South African Road Traffic Signs Manual - Vol 2: Chapter 13: Roadworks Signing.
 - CIDB Standard for Developing Skills Through Infrastructure Contracts, published in Gazette Notice No. 48491 of 28 April 2023.

- CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, published in Gazette Notice No. 36190 of 25 February 2013.
- Any other eThekweni Policy documents referenced in the Tender Documents.

C.2.6 Acknowledge addenda:

Add the following paragraphs:

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

"Acknowledgement of receipt of the addenda will be by the return of the relevant completed, dated, and signed portion of the addenda, to the physical or email address as specified on the addenda."

Failure of the Tenderer to comply with the requirements of the addenda will result in the tender submission being made non-responsive.

C.2.7 Clarification meeting:

Clarification Meeting Type: Compulsory Clarification Meeting
40 Electron Road, Springfield Park, Durban 4001
[05 October 2026] at [10h00am]

Bidders are requested to submit emailed queries related to the bid. All emailed queries are to be submitted to the **Employer's Agent's Representative** (refer to C.1.4) by 2026/10/15. Emailed questions and answers will be consolidated and posted on the eTenders/Municipal website for the benefit of all tenderers by 2026/10/22.

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

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

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

C.2.10.2 Pricing the tender offer:

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

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

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

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

C.2.12 Alternative tender offers:

No alternative tender offers will be considered.

C.2.13 Submitting a tender offer:

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

The **Tender Offer** (hard copy) is to be delivered to the following **delivery address**:
the Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban

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

- Contract No. : 36608-5W
- Contract Title : Provision and Management of Desludging Services for On-Site Sanitation Systems within eThekweni Municipality for 36 Months.

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

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

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

After completion and signature (using **BLACK INK**), the entire Tender document is to be scanned to a single PDF (**P**ortable **D**ocument **F**ormat) document, at a resolution of 300 DPI (dots per inch). The PDF document is to be uploaded via the (Tender specific) upload option on the JDE System (ESP Module). Tenderers are responsible for resolving all access rights and submission queries on the JDE System before the tender closing date/ time (**Tender Data: C.2.15**).

Tender Offer delivery, and the electronic submission on the JDE System, are both to be completed on or before the closing date/ time stated in the **Tender Data: C.2.15**.

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

C.2.15 Closing date and time:

The closing time is:

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

11h00

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

C.2.16 Tender offer validity:

The Tender Offer validity period is **120 Days** (original validity period) from the closing date for submission of tenders.

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

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

C.2.23 Certificates:

Refer to **T2.1: “List of Returnable Documents”** for a listing of certificates that must be provided with the tender. All certificates must be valid at the time of tender closing.

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

1) SARS Tax Compliance Status – PIN Issued

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

2) Central Supplier Database (CSD)

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

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

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

3) CIDB Registration (if applicable)

Reference is to be made to **Returnable Document “Verification of CIDB Registration and Status”**.

Tenderers are to include with their submission a printout of their **CIDB Registration**, obtained from the CIDB website (<https://portal.cidb.org.za/RegisterOfContractors/>).

Separate **CIDB Registration printouts** are required for each party to a Joint Venture.

The **Joint Venture Grading Designation Calculator** printout should be included when making a submission as a Joint Venture:

(<https://registers.cidb.org.za/PublicContractors/JVGradingDesignationCalc>)

The date of obtaining the CIDB printout(s) is to be indicated on the printout and should be on or after the date of advertising of this tender. The Tenderer's registration with the CIDB must be reflected as “Active” as at the date of tender closing.

Failure to comply with 1), 2), and 3) above will result in the tender offer being deemed non-responsive.

4) **B-BBEE Status Level of Contribution Certificate**

Tenderers are referred to **Returnable Document “MBD 6.1: Preference Points Claim”** for the B-BBEE Certificate requirements. **Notwithstanding the completion of Returnable Document “MBD 6.1: Preference Points Claim”, should a B-BBEE Status Level of Contribution Certificate not be returned no points for Preferential Procurement will be deemed to have been claimed.**

The Amended Construction Sector Code (Government Gazette No.41287) is applicable to the B-BBEE compliance measurement of all entities that fall within the Construction Sector (Built Environment Professionals (BEP) and Contractors). The requirements for measurement and verification of entities are contained in the “Amended Code Series CSC000: Framework for Measuring Broad Based Black Economic Empowerment in the Construction Sector”, as published in Notice 931 of 2017, Government Gazette No.41287 of 01/12/2017.

An EME Contractor with a Total Annual Revenue of less than R3 million, or a BEP with a total annual revenue of less than R1.8 million, may present an affidavit OR a certificate issued by the CIPC, OR an authorised B-BBEE verification certificate by a SANAS accredited Verification Agency.

Any B-BBEE Certificate where the entity has been assessed using Generic Codes will not be accepted.

C.3: THE EMPLOYER'S UNDERTAKINGS

C.3.1.1 Respond to requests from the tenderer:

Replace the words “five working days” with “three working days”.

C.3.2 Issue addenda:

Add the following paragraph:

“Addenda will be published on the National Treasury’s **eTenders-Website** and/ or the **eThekweni Municipality Website**.” (Refer to **Tender Data: C.1.2**).

C.3.4 Opening of Tender Submissions:

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

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

C.3.9 Arithmetical errors, omissions and discrepancies:

Add the following Clause:

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

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

C.3.11 Evaluation of Tender Offers:

Eligibility

Tenders will be checked for compliance with the ELIGIBILITY requirements, as specified in the **Tender Data: C.2.1**. Tenders not in compliance will be deemed non-responsive.

Functionality

FUNCTIONALITY will be evaluated to determine the responsiveness of tenders received. The minimum score for FUNCTIONALITY is 60 points. Those tenders not achieving the minimum score will be deemed non-responsive.

The functionality Criteria, Sub-Criteria, Points per Criteria/ Sub-Criteria, Returnable Documentation and Schedules, Method of Evaluation, and Prompts for Judgement are as specified in **Part T1.2.3: Additional Conditions of Tender**.

Preference Point System

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

The **90/10** preference points system, for requirements with a Rand value of more than R50,000,000 (all applicable taxes included), will be applied. The Formula used to calculate the **Price Points (max. 90)** will be according to that specified below.

Price Points

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

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

90/10 Procurement System

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

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

Preference Points

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

C.3.13 Acceptance of tender offer:

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

- (a) The Tenderer's municipal rates and taxes are not in arrears, or they have made arrangements to meet outstanding municipal fee obligations.
- (b) The Tenderer's tax compliance status has been verified, or they have made arrangements to meet outstanding tax obligations.
- (c) If applicable, the Tenderer is **registered**, and **"Active"**, with the **Construction Industry Development Board** in an appropriate contractor grading designation.

- (d) The Tenderer or any of its directors/ shareholders are **not listed on the Register of Tender Defaulters**, in terms of the Prevention and Combating of Corrupt Activities Act of 2004, as a person prohibited from doing business with the public sector.
- (e) The Tenderer has not:
 - i) Abused the Employer's Supply Chain Management System; or
 - ii) Failed to perform on any previous contract and has been given a written notice to this effect.
- (f) The Employer is reasonably satisfied that the Tenderer has in terms of the Construction Regulations (2014), issued in terms of the Occupational Health and Safety Act (1993), the **necessary competencies and resources to carry out the work safely**.

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

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

C.3.15 Complete adjudicator's contract:

Refer to the Conditions of Contract and the Contract Data.

C.3.17 Copies of contract:

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

T1.2.3 ADDITIONAL CONDITIONS OF TENDER

T1.2.3.1 Complaints and Objections (Appeals)

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

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

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

Any objection will only be processed upon receipt of a non-refundable administration fee of **R6 131.00** (including VAT), as stipulated in the Municipality's current SCM Policy. An objection will only be considered upon receipt of proof of payment of this fee which must be paid into the following bank account as a real-time payment:

EThekweni Metropolitan Municipality
First National Bank (FNB)
Account Number: 631-6574-6331
Reference Number: **36608-5W**

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

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

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

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

T1.2.3.3 Code of Conduct and Local Labour

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

- Code of Conduct;
- The Use of CLOs and Local Labour.

T1.2.3.4 Functionality Specification

The value of W_2 is 100. The Functionality criteria (and sub criteria) and maximum score in respect of each of the criteria are as follows:

Quality Criteria	Weighting		Evaluation Schedule(s)
Tenderer`s experience	40	20	Experience of Tenderer (Technical aspects)
		20	Experience of Tenderer (Managing aspects)
Experience of Key Staff	10		Contracts Manager`s experience with professional registration and relevant experience
Tenderer`s Plant	30		Plant and equipment owned/intend to hire or lease and company
Methodology (To include Preliminary Program and Quality Control)	20		Desludging Methodology, Preliminary Program and Quality Control.
Maximum possible score for Functionality (M_s)	100		

The minimum number of evaluation points for Functionality is **60**. Only those Tenderers who achieve the minimum number of Functionality evaluation points (or greater) will be eligible to have their tenders further evaluated.

Each evaluation criteria will be assessed in terms of six indicators and scores allocated according to the following table:

Level 0	Level 1	Level 2	Level 3	Level 4	Level 5
0	20	40	60	80	100

Evaluation criteria will be adjudicated according to submissions made in accordance with the following schedules, which are found in T2.2: Returnable Schedules:

Functionality criteria	Sub-criteria	Points	Evaluation Schedule(s)
Tenderer's experience (Technical and Managing aspects)	Tenderer's experience in Waste Sludge removal projects (current and completed), of a similar nature and value.	20	Proof of experience (Award and Completion letters): - Name and number of projects undertaken (completed and current) - Value of total projects - Duration of each project
	Tenderer's experience in managing development contract that include contractor development, mentorship, skills development, and business management	20	Proof of experience (Award and Completion letter): - Name and number of projects undertaken (completed/current) - Value of total projects - Duration of each project
Experience of Key Staff	Contracts Manager's relevant experience with reference to successfully completed projects within the last 5 years involving the detailed contract administration, construction supervision of the relevant project and matric (grade 12) certificate	10	- On project on Contracts Management for the desludging of VIP/UD pit toilets = 5 points (max) - On project on Contracts Management for the Construction of VIP/UD pit toilet structure = 5 points (max) Note: these requirements can be completed on different projects nature.
Tenderer's Plant	Plant owned by tenderer's and sludge disposal	30	List of relevant Plants owned/Intend to hire or lease (logbook OR third party pre-hire agreement as proof required): - Vacuum Tanker - Tipper Truck - Pick up Truck/Bakkie - Sludge disposal permit OR - Letter of undertaking
Methodology, Preliminary Programme and Quality control	Project Management Methodology	20	- Project execution plan (pre-assessment, continuous assessment, monitoring and evaluation) including the proposed staffing complement - General understanding of project scope and area of work and method statement - Management Contractor Plan, - Enterprise development framework, - Business development programme, - Financing and funding plan.
Maximum possible score for Functionality (M_s)		100	

Unless otherwise stated, evaluation criteria will be adjudicated with respect to the contract specific Scope of Work, as specified in C.3. In this regard the following definitions apply to the evaluation criteria prompts for judgement:

- **“Successfully completed”** implies a project has been completed on time and to specification;
- **“Similar nature”** implies projects that were of a value of at least 70% of this tender's value, and had a comparable Scope of Work in terms of technical requirements and operations;
- **“experience”** implies experience on projects of a similar nature;

- **“Accredited matric certificate”** implies a minimum 3-year qualification, from a registered School of education.

Evaluation Schedule One: Tenderer’s Experience

Criterion: Tenderer’s Experience	
Level 0	No information provided; OR submission of no substance / irrelevant information provided
Level 1	To have successfully completed <u>1 project</u> of a similar nature within the past 10 years. (Letters of Award, completion letter to be attached)
Level 2	To have successfully completed <u>2 projects</u> of a similar nature within the past 10 years. (Letters of Award, completion letter to be attached)
Level 3	To have successfully completed <u>3 to 4 projects</u> of a similar nature within the past 10 years. (Letters of Award, completion letter to be attached)
Level 4	To have successfully completed <u>5 to 6 projects</u> of a similar nature within the past 10 years. (Letters of Award, completion letter to be attached)
Level 5	To have successfully completed <u>6+ projects</u> of a similar nature within the past 10 years. (Letters of Award, completion letter to be attached)

Evaluation Schedule Two: Contracts Manager Experience

Criterion: Tender’s Experience of Key Staff	
	CONTRACTS MANAGER
Level 0	No information provided OR submission of no substance / irrelevant information provided OR less than 2 years’ experience OR Relevant accredited diploma / degree and less than 1 years’ experience.
Level 1	Relevant accredited diploma / degree in the built environment and minimum 1 year post registration experience.
Level 2	Relevant accredited diploma / degree in the built environment and minimum 2-3 years’ post registration experience.
Level 3	Relevant accredited diploma / degree in the built environment and minimum 4 years’ post registration experience.
Level 4	Relevant accredited diploma / degree in the built environment and minimum 5 years’ post registration experience.
Level 5	Relevant accredited diploma / degree in the built environment and minimum 6 years’ post registration experience.

Evaluation Schedule Three: Tenderer`s Plant

Level	Criterion: Tenderer`s Plant
0	No Submission or Submission of no substance / irrelevant information provided
1	To have successfully provided proof of ownership/intention to hire or lease for 1 Vacuum Truck. To have successfully provided proof of ownership/intention to hire or lease for 1 Bakkie/Pick up Truck To have successfully provided no sludge Disposal permit Or letter of undertaking.
2	To have successfully provided proof of ownership/ intention to hire or lease for 1 Vacuum Truck. To have successfully provided proof of ownership/intention to hire or lease for 1 Bakkie/Pick up Truck To have successfully provided proof of ownership/intention to hire or lease for 1 Tipper Truck (Min. 10m3) To have successfully provided no sludge Disposal permit Or letter of undertaking.
3	To have successfully provided proof of ownership/intention to hire or lease for 1 Vacuum Truck. To have successfully provided proof of ownership/intention to hire or lease for 2 Bakkie/Pick up Truck To have successfully provided proof of ownership/intention to hire or lease for 2 Tipper Truck (Min. 10m3) To have successfully provided valid sludge Disposal permit Or letter of undertaking
4	To have successfully provided proof of ownership/ intention to hire or lease for 2 Vacuum Truck. To have successfully provided proof of ownership/intention to hire or lease for 3 Bakkie/Pick up Truck To have successfully provided proof of ownership/intention to hire or lease for 3 Tipper Truck (Min. 10m3) To have successfully provided valid sludge Disposal permit Or letter of undertaking
5	To have successfully provided proof of ownership/ intention to hire or lease for 3 Vacuum Truck. To have successfully provided proof of ownership/intention to hire or lease for 3 Bakkie/Pick up Truck To have successfully provided proof of ownership/intention to hire or lease for 3 Tipper Truck (Min. 10m3) To have successfully provided valid sludge Disposal permit Or letter of undertaking

Evaluation Schedule Four: Methodology, Preliminary Programme and Quality control

Level	Criterion: Methodology, Preliminary Programme and Quality control
0	No response/ no documents submitted
1	The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project. The programme is poor and has missed critical aspects
2	The approach is tailored to address the specific project objectives and methodology. The approach does adequately deal with the critical characteristics of the project. The project plan and manner in which risk is to be managed etc is tailored to the key aspects of the programme. The programme is adequate.
3	The approach is tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The project plan and approach to managing risk etc is tailored to the critical characteristics of the project. The programme is good and has allowed for all critical aspects
4	Besides meeting the “good” rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the- art approaches. The programme is well thought out and makes allowance for all the key risk areas. The approach paper details ways to improve the project outcomes and the quality of the outputs

Level 5	Besides meeting the “above Level 4” rating, the important issues are approached in an innovative and efficient way, indicating that the Tenderer has excellent knowledge of working in the projects environment and producing the required final product. Plant and equipment proposals and ownership/provision arrangements are most likely to ensure a satisfactory project outcome.
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PART T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.1.1 General

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

The Tenderer is required to complete and sign each and every Schedule and Form listed below to the best of their ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer.

Failure of a Tenderer to complete the Schedules and Forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is non-responsive.

T2.1.2 Returnable Schedules, Forms and Certificates

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Technical or Functionality Evaluation

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

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T2.2.1 COMPULSORY ENTERPRISE QUESTIONNAIRE

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

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

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

4.0	MBD 4, MBD 6, MBD 8, and MBD9 issued by National Treasury <u>must be completed for each tender and be included as a tender requirement.</u>
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*** Tenderers are to include, at the back of their tender submission, a printout of their SARS "Tax Compliance Status – PIN Issued" certificate, failing which the tender submission will be deemed non-responsive.**

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

NAME (Block Capitals):

Date

SIGNATURE:

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

Reference is to be made to the **Tender Data: C.2.1.1(a) and C.2.7.**

This is to certify that:

(entity name):

of (address):

was represented by the person(s) named below at the Clarification Meeting for Contract **36608-5W** held for all Tenderers, the details of which are stated in the **Tender Data: C.2.7.**

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

Particulars of person(s) attending the meeting:

Name:

Name:

Signature:

Signature:

Capacity:

Capacity:

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

Name:

Signature:

Date:

T2.2.3 MBD 4: DECLARATION OF INTEREST

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

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

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

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

3.1 Name of enterprise	
Name of enterprise's representative	
3.2 ID Number of enterprise's representative	
3.3 Position enterprise's representative occupies in the enterprise	
3.4 Company Registration number	
3.5 Tax Reference number	
3.6 VAT registration number	

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

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

Circle Applicable	
YES	NO

If yes, furnish particulars:

.....

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

YES

NO

If yes, furnish particulars:

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

YES

NO

If yes, furnish particulars:

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

YES

NO

If yes, furnish particulars:

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

YES

NO

If yes, furnish particulars:

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

YES

NO

If yes, furnish particulars:

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

YES

NO

If yes, furnish particulars:

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

**T2.2.4 MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
(ALL APPLICABLE TAXES INCLUDED)**

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

		Circle Applicable	
		YES	NO
1.0	Are you by law required to prepare annual financial statements for auditing?		
1.1	If YES, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years. The audited annual financial statements are to be included at the back of the tender submission.		
2.0	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	YES	NO
2.1	If NO, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.		
2.2	If YES, provide particulars.		
			
			
3.0	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	YES	NO
3.1	If YES, provide particulars.		
	SEE Returnable Document "Contracts Awarded by Organs of State in the Past 5 Years"		
4.0	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	YES	NO
4.1	If YES, provide particulars.		
			
			

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.5 CONTRACTS AWARDED BY ORGANS OF STATE IN THE PAST 5 YEARS

In terms of SCM Policy Section 20(1)(d)(iii), Tenderers are to provide details of Works undertaken for the Government or Public Sector entities/ Organs of State in the past 5 Years, including particulars of any material non-compliance or dispute concerning the execution of such contract.

Material non-compliance or dispute (Yes or No)													
Date Completed													
Value of Work													
Consulting Engineer/ Engineers representative													
Employer													
Contract Number													

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.6 MBD 6.1: PREFERENCE POINTS CLAIM)

(SCMP 52.5: Broad-Based Black Economic Empowerment)

This form serves as a claim form for preference points for **Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution**. **Reference is to be made to the Tender Data: C.3.11.**

1.0 GENERAL CONDITIONS

1.1 The relevant **Preference Points System 90/10** applicable to this bid is stated in the **Tender Data: C.3.11**.

1.2 Failure on the part of a bidder to fill in and/ or sign this form, and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA), or sworn affidavits in the case of Exempted Micro Enterprises or Qualifying Small Enterprises, together with the bid, will be interpreted to mean that preference points for **B-BBEE Status Level Of Contribution** are not claimed.

1.3 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2.0 ADJUDICATION USING A POINT SYSTEM

2.1 The bidder obtaining the highest number of total points will be recommended for the award of the contract.

2.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

2.3 Points scored will be rounded off to the nearest 2 decimal places.

2.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

2.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

2.6 Should two or more bids be equal in all respects the award shall be decided by the drawing of lots.

3.0 POINTS AWARDED FOR PRICE

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

90/10 Procurement System

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

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

T2.2.8 MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

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

Circle Applicable	
YES	NO

- 4.1.1 If YES, provide particulars.

.....

.....

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

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

YES	NO
-----	----

- 4.2.1 If YES, provide particulars.

.....

.....

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

YES	NO
-----	----

- 4.3.1 If YES, provide particulars.

.....

.....

Circle Applicable	
YES	NO
4.4 Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? 4.4.1 If YES, provide particulars. 	
4.5 Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? 4.5.1 If YES, provide particulars. 	

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

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

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

NAME (Block Capitals): _____ **Date** _____

SIGNATURE: _____

T2.2.9 MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

NOTES

- ¹ Includes price quotations, advertised competitive bids, limited bids and proposals.
- ² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
- ³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid for: Contract **36608-5W**

Enter the Contract Title: multiple lines allowable

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

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

I certify, on behalf of:

that:

(continued on next page)

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation.
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience.
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices.
 - (b) geographical area where product or service will be rendered (market allocation).
 - (c) methods, factors or formulas used to calculate prices.
 - (d) the intention or decision to submit or not to submit, a bid.
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid.
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.10 DECLARATION OF MUNICIPAL FEES

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

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

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

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

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

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

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

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

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

Tenderers are to include, at the back of their tender submission, copies of the above-mentioned account's, agreements signed with the municipality, lease agreements, or official letters.

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.11 CONTRACTOR'S HEALTH AND SAFETY DECLARATION

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

In terms of Clause 5(1)(h) of the OHS Act 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Principal Contractor may only be appointed to perform construction work if the Client is satisfied that the Principal Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHS Act 1993 Construction Regulations 2014.

To that effect, a person duly authorised by the Tenderer, must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

- 1 I, the undersigned, hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS Act 1993 Construction Regulations 2014.
- 2 I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
- 3 I propose to achieve compliance with the Regulations by one of the following **(Tenderers are to Circle Applicable - Yes or No)**:

(a) From my own competent resources as detailed in 4(a) hereafter.

(b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter:

(c) From outside sources by appointment of competent specialist Subcontractors as detailed in 4(c) hereafter:

Circle Applicable	
Yes	No
Yes	No
Yes	No

- 4 Details of resources I propose:

(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 8, and competent persons as defined in Regulations 9, 10, 11, 12, 13, 14, 16, 17, 20, 21, 22, 23(1), 24, 25, 26, 27, 28 and 29, as applicable).

- (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

(b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:

(i) By whom will training be provided?

(ii) When will training be undertaken?

(iii) Positions to be filled by persons to be trained or hired:

(c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:

- 5 I, the undersigned, hereby undertake, if this tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1) of the Construction Regulations, which plan shall be subject to approval by the Client.
- 6 I, the undersigned, confirm that copies of this company's approved Health and Safety Plan, the Client's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Principal Contractor's personnel, the Client's personnel, the Employer's Agent, visitors, and officials and inspectors of the Department of Labour.
- 7 I, the undersigned, hereby confirm that adequate provision has been made in the tendered rates and prices in the Bill of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied by the Client in terms of the said Regulations (Regulation 33) for failure on the Principal Contractor's part to comply with the provisions of the Act and the Regulations.
- 8 I, the undersigned, agree that failure to complete and execute this declaration to the satisfaction of the Client will mean that this company is unable to comply with the requirements of the OHSA 1993 Construction Regulations (2014) and accept that this tender will be prejudiced and may be rejected at the discretion of the Client.

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.12 CSD REGISTRATION REPORT

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

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

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

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

Note: the printout will contain more than one page.

CENTRAL SUPPLIER DATABASE FOR GOVERNMENT

Report Date:

Report Ran By:

CSD REGISTRATION REPORT

SUPPLIER IDENTIFICATION

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

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

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.13 CIDB REGISTRATION AND STATUS

Reference is to be made to the **Tender Data: C.2.1.2, C.2.23, and C.3.13(c).**

The **Tender Data: C.2.1.1: Eligibility**, requires a Tenderer to be registered, as “Active”, with the CIDB (at time of tender closing), in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

The required class of construction work is specified in the **Tender Data: C.2.1.2.**

CIDB Registrations can be obtained from the CIDB website at:

<https://portal.cidb.org.za/RegisterOfContractors/>

The following is an example of the printout obtained from the above website using the provided “Print” button.

Note: the printout may contain more than one page.

The screenshot shows the CIDB (Construction Industry Development Board) logo at the top left, with the tagline 'DEVELOPMENT THROUGH PARTNERSHIP'. Below the logo is a header bar with the text 'construction industry development board'. The main form is titled 'Contractor Details' and contains the following fields:

CRS Number	Enterprise Status
Contractor Name *	Type of Enterprise
Trading Name	Expiry Date
Current Contractor Grading Designation	
Contractor Grades	
Approved Grade	Class of Work Type
	Active From

At the bottom left of the form is a 'Print' button.

Tenderers are to include, at the back of their tender submission, a printout of their CIDB Registration and Status. The date of obtaining the CIDB Registration and Status printout is to be indicated on the printout and should be on or after the date of advertising of this tender.

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.14 JOINT VENTURES AGREEMENTS

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

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

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

INTENT TO FORM A JOINT VENTURE

Should our submission for CONTRACT: **36608-5W** be successful, a Joint Venture will be established by the parties as listed below, as an unincorporated association, with the purposes of securing and executing the Contract, for the benefit of the Members.

Proposed Joint Venture

Joint Venture Title (name):

Represented by (name):

Tel:

Lead Partner/ Member 1

Entity Name:

Ownership Interest in JV %:

CSD Registration:

CIDB #:

Represented by (name):

Signature:

Partner/ Member 2

Entity Name:

Ownership Interest in JV %:

CSD Registration:

CIDB #:

Represented by (name):

Signature:

Partner/ Member 3

Entity Name:

Ownership Interest in JV %:

CSD Registration:

CIDB #:

Represented by (name):

Signature:

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

T2.2.15 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.17 PROPOSED ORGANISATION and STAFFING

Refer to Additional Conditions of Tender: T1.2.3.4 for Functionality Points evaluation prompts (if applicable).

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

The roles and responsibilities of each key staff member / expert should be set out as job descriptions. In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared.

The Tenderer must attach their organization and staffing proposals to this page. (this is to include both the on-site and off-site staffing resources used for this project)

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.18 KEY PERSONNEL

Refer to Additional Conditions of Tender: T1.2.3.4 for Functionality Points evaluation prompts (if applicable).

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel (Contract's Manager, Site Agent, and Foremen) which may have to be brought in from outside if not available locally.

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS	
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION	KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY
Site Agent, Project Managers		
Foremen, Quality Control and Safety Personnel		
Technicians, Surveyors, etc		
Artisans and other Skilled workers		
Plant Operators		
Unskilled Workers		
Others:		
..... ...		

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.19 EXPERIENCE OF KEY PERSONNEL

Refer to Additional Conditions of Tender: T1.2.3.4 for Functionality Points evaluation prompts (if applicable).

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

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

A CV of the contract manager, site agent(s) and general foreman of not more than 2 pages should be attached to this schedule:

Each CV should be structured under the following headings:

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

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

NAME (Block Capitals):

Date

SIGNATURE:

Refer to Additional Conditions of Tender: T1.2.3.4 for Functionality Points evaluation prompts (if applicable).

[illegible]

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

T2.2.21 CONSTRUCTION APPROACH, METHODOLOGY, AND QUALITY CONTROL

Refer to Additional Conditions of Tender: T1.2.3.4 for Functionality Points evaluation prompts (if applicable).

Construction Approach and Methodology

The construction approach and methodology must respond to the Scope of Work and outline the proposed approach to undertake the work showing a detailed programme including health and safety aspects, the use of plant and resources for this Project.

Quality Control

The quality control statement must discuss what tests and control measures are to be employed on site to attain the specified results and is to cover the program associated activities.

The Tenderer must attach their Construction Methodology and Quality Control information to this page.

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

Refer to Additional Conditions of Tender: T1.2.3.4 for Functionality Points evaluation prompts (if applicable).

[illegible]

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

Date _____

T2.2.23 PLANT and EQUIPMENT

Refer to Additional Conditions of Tender: T1.2.3.4 for Functionality Points evaluation prompts (if applicable).

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract if my / our tender is accepted.

(a) Details of major equipment that is owned by me / us and immediately available for this contract.

DESCRIPTION (type, size, capacity etc)	QUANTITY	YEAR OF MANUFACTURE

Attach additional pages if more space is required

(b) Details of major equipment that will be hired, or acquired for this contract if my / our tender is accepted

DESCRIPTION (type, size, capacity etc)	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

Attach additional pages if more space is required

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.24 CONTRACTOR'S HEALTH AND SAFETY PLAN

Refer to Additional Conditions of Tender: T1.2.3.4 for Functionality Points evaluation prompts (if applicable).

At tender stage only a brief overview (**to be attached to this page**) of the Tenderers perception on the safety requirements for this contract will be adequate.

Only the successful Tenderer shall submit separately the Contractor's Health and Safety Plan as required in terms of Regulation 7 of the Occupational Health and Safety Act 1993 Construction Regulations 2014.

The detailed safety plan will take into consideration the site specific risks as mentioned under C.3: Project Specification. A generic plan will not be acceptable.

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

NAME (Block Capitals):

Date

SIGNATURE:

PART C1: AGREEMENT AND CONTRACT DATA

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.1.1: OFFER

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

Contract No: **36608-5W**

Contract Title: **Provision and Management of Desludging Services for On-Site Sanitation Systems within eThekweni Municipality**

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

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

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

R..... (In words)
.....)

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

For the Tenderer:

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

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

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

Capacity (of Signatory) :

Address :

:

Telephone :

Witness:

Signature : **Date** :

Name (in capitals) : :

Notes:

*** Indicates what information is mandatory.**

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

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.1.2: FORM OF ACCEPTANCE

This Form will be completed by the Employer

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

The terms of the contract are contained in:

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

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

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

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

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

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

Name (*of signatory in capitals*) :

Capacity (*of Signatory*) :

Name of Employer (*organisation*) :

Address :

:

Witness:

Signature : **Date** :

Name(*in capitals*) : :

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

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

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

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

FOR THE TENDERER

FOR THE EMPLOYER

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

C1.2: CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

The Conditions of Contract are the **General Conditions of Contract for Construction Works (2015 3rd Edition) (GCC 2015)** published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel: 011-805-5947, Fax: 011-805-5971, E-mail: civilinfo@saice.org.za).

The Contract Data (including variations and additions) shall amplify, modify, or supersede, the GCC 2015 to the extent specified below, and shall take precedence and shall govern.

Each item of data given below is cross-referenced to the clause in the GCC 2015 to which it mainly applies.

C1.2.2 CONTRACT DATA

C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER

1.1.1.13 The **Defects Liability Period**, from the date of the Certificate of Completion, is **Not Required**.

1.1.1.14 The **time for achieving Practical Completion**, from the Commencement Date is **36 Months**. The period as stated in 5.3.2, and the 7 days referred to in 5.3.3, are included in the above time for achieving Practical Completion. The special non-working days as stated in 5.8.1 are excluded from the above time for achieving Practical Completion.

1.1.1.15 The Employer is the eThekweni Municipality as represented by:
Deputy Head: **Sanitation Operations**

1.2.1.2 The address of the Employer is:
Physical: 03 Prior Road, Durban, 4000
Postal: 03 Prior Road, Durban, 4000
Telephone: 031 322 2763
Fax: n/a
E-Mail: Sibusiso.Vilane@durban.gov.za

1.1.1.16 The **name of the Employer's Agent** is

1.2.1.2 The address of the Employer's Agent is: Sinenhlanhla Sibiya
Physical: 03 Prior Road, Durban, 4000
Postal: 03 Prior Road, Durban, 4000
Telephone: 031 322 2763
Fax: n/a
E-Mail: Sinenhlanhla_Sibiya@durban.gov.za

1.1.1.26 The **Pricing Strategy** is by **Re-measurement Contract**.

3.2.3 The Employer's Agent shall obtain the **specific approval of the Employer** before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:

- 6.3: Council approval in order to authorise any expenditure in excess of the Tender Sum plus **15%** contingencies.

- 4.11.1 To carry out and complete the works, the Contractor shall employ a competent Site Agent and Foreman as part of the key staff. It is a requirement for the Contractor's Site Agent and Foreman to each have a minimum of 3 years relevant experience including experience on projects of a similar nature. The CV's of the Site Agent and the Foreman should be submitted to the Employer's Agent's Representative for acceptance by the Division (reference is made to Cl.5.3.1 of the Contract Data).

Note:

- i) "similar nature" implies projects that were of a value of at least 70% of this tender's value, and had a comparable Scope of Work in terms of technical requirements and operations.
- ii) "experience" implies experience on projects of a similar nature.
- iii) "accredited degree / diploma" implies a minimum 3-year qualification within the built environment, from a registered University or Institute of Technology.

- 5.3.1 The **documentation required** before commencement with Works execution are:

- Health and Safety Plan (refer to Clause 4.3)
- Initial Programme (refer to Clause 5.6)
- Security (refer to Clause 6.2)
- Insurance (refer to Clause 8.6)
- CV(s) of Key Site Staff (refer to Clause 4.11.1)
- Sub-Contracting (CPG) Implementation Plan (if applicable)
- If required to be registered, in terms of the Occupational Injuries and Diseases Act (130 of 1993 as amended), the Contractor is to supply proof of being registered and in good standing with the compensation fund by submitting a valid Letter of Good Standing from the Compensation Commissioner. Should the Contractor's Letter of Good Standing be expired, but an application for renewal has been made, the Contractor is to submit the expired Letter of Good Standing AND proof of an application for renewal.

- 5.3.2 The **time to submit the documentation** required before commencement with Works is **14 Days**.

- 5.3.3 Add the following paragraph:

"If a construction work permit, in terms of Clause 3(1) of the Construction Regulations (2014), is applicable, the instruction to commence carrying out of the works may only be issued once the construction work permit has been obtained by the Employer's Agent. If a construction work permit is applicable, the contractor shall allow for a minimum period of 37 days, after the submission (or re-submission) of the documentation referred to in Clause 5.3.1., for the issuing of the construction work permit."

- 5.8.1 The **non-working days** are Sundays.

- (5.1.1) The **special non-working** days are:

- All statutory holidays as declared by National or Regional Government.
- The year-end break:
 - Commencing on the first working day after 15 December.
 - Work resumes on the first working day after 5 January of the next year.

- 5.8.1 Delete the words "sunset and sunrise" and replace with "17:00 and 07:00".

- 5.12.2.2 **Abnormal Climatic Conditions (Rain Delays)** - The numbers of days per month, on which work is expected not to be possible as a result of rainfall, for which the Contractor shall make provision, is given in the table below. During the execution of the Works, the Employer's Agent's Representative will certify a day lost due to rainfall only if at least 75% of the work force and plant on site could not work during that specific working day.

Extension of time as a result of rainfall shall be calculated monthly being equal to the number days certified by the Employer's Agent's Representative as lost due to rainfall, less the number of days allowed for as in table below, which could result in a negative figure for certain months. The total extension of time for which the Contractor may apply, shall be the cumulative algebraic sum of the monthly extensions. Should the sum thus obtained be negative, the extension of time shall be taken as NIL.

<u>Month</u>	<u>Days Lost</u>	<u>Average Rainfall</u>	<u>Month</u>	<u>Days Lost</u>	<u>Average Rainfall</u>
January	4*	134	July	1	39
February	3	113	August	2	62
March	3	120	September	2	73
April	2	73	October	3	98
May	2	59	November	3	108
June	1	28	December	1*	102
TOTAL	27	1009mm	* = The number of working days lost allows for the annual statutory Construction holiday in December and January of each year.		

5.13.1 The **penalty for delay** in failing to complete the Works will result in service provider not being allocated any further work

5.14.1 The **requirements for achieving Practical Completion** will be determined by the Employer's Agent (in consultation with the Contractor) and recorded in the minutes of the first Site Meeting / Handover Meeting. (Refer to 1.1.1.24 for a generic definition.) The requirements are to be regularly reviewed with respect to any variations to the Contract.

5.16.3 The **latent defect liability** period is **n/a**

6.2.1 **Security (Performance Guarantee)**: Delete the word "selected" and replace it with "stated".

The liability of the Performance Guarantee shall be as per the following table:

Value of Contract (incl. VAT)	Performance Guarantee Required
Less than or equal to R 1m	Nil
Greater than R 1m and less than or equal to R 10m	5% of the Contract Sum
Greater than R 10m	10% of the Contract Sum

6.5.1.2.3 The **percentage allowance** to cover overhead charges for daywork are as follows:

- **80%** of the gross remuneration of workmen and foremen actually engaged in the daywork;
- **20%** on the net cost of materials actually used in the completed work.

No allowance will be made for work done, or for materials and equipment for which daywork rates have been quoted at tender stage.

6.8.2 **Contract Price Adjustment Factor**: The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule (GCC 2015 - page 86) with the following Indices / Descriptions / Coefficients:

- The proportion not subject to adjustment: **x = 0.10**.
- The base month will be the month prior to the month in which tenders close.
- The Index for, **Plant, Materials, and Fuel** shall be based on **2023 = 100**.

- The Index for **Labour** shall be based on **2024 = 100**.

	STATS SA Statistical Release	Table	Description	Coefficient
• "L" is the "Labour Index"	P0141	Table A	Geographic Indices; CPI per Province; Kwa-Zulu Natal	a = 0.28
• "P" is the • "Contractor's Equipment Index"	P0151.1	Table 4	Plant and Equipment	b = 0.28
• "M" is the "Materials Index"	P0151.1	Table 6	Civil Engineering Material (excluding bitumen)	c = 0.38
• "F" is the "Fuel Index"	P0142.1	Table 1	Coke, petroleum, chemical, rubber and plastic products; Coal and petroleum products; Diesel	d = 0.06

6.8.3 Price adjustments for **variation in the cost of the special material(s)** listed below, will be allowed.

Bitumen - escalation will be calculated using the "Rise and Fall" method as determined by the Employer. The base price for bitumen on this contract shall be the ruling price of 50/70 grade bitumen based on the **RUBIS Asphalt South Africa List Selling Price** for Penetration Grade Bitumen, seven (7) days prior to the closing date of tenders.

6.10.1.5 The **percentage advance** on materials not yet built into the Permanent Works is **N/A**.

The **percentage advance** on Plant not yet supplied to Site: **Not Required**

6.10.3 **Retention Money:** Delete the word "selected".

The percentage retention on the amounts due to the Contractor is 10%.

The limit of "retention money" is 5% of the Contract Sum.

Should the Contract Price exceed the Contract Sum then the limit of "retention money" is 5% of the Contract Price.

Interest will not be paid on retention withheld by the Employer.

8.6.1.1.2 The **value of Plant and materials** supplied by the Employer to be included in the insurance sum: **Not Required**

8.6.1.1.3 The **amount to cover professional fees** for repairing damage and loss to be included in the insurance sum: **Not Required**

8.6.1.2 **SASRIA Coupon Policy** for Special Risks to be issued in joint names of Council and Contractor for the full value of the works (including VAT).

8.6.1.4 **Ground Support Insurance:**

- Minimum amount for any one occurrence, unlimited as to the number of occurrences, against any claim for damages or loss caused by vibration and / or removal of lateral support: **R 2,000.000.00**
- Maximum first excess: **R 10,000.00**

8.6.1.5 Furthermore, the insurance cover effected by the Contractor shall meet the following requirements:

Third Party Insurance (Public Liability)

- Minimum amount for any one occurrence, unlimited as to the number of occurrences, for the period of the contract, inclusive of the maintenance period: **R 1,000,000.00**
- Consequential loss to be covered by policy: **Yes**
- Liability section of policy to be extended to cover blasting: **Nil**
- Maximum excess per claim or series of claims arising out of any one occurrence: **R 20,000.00**

Principal's own surrounding Property Insurance

- Minimum amount for any one occurrence unlimited as to the number of occurrences against any claim for damage which may occur to the Council's own surrounding property: **R1,000.000.00.**
- Maximum first excess: **R 10.000.00.**

Insurance of Works

- Minimum amount for additional removal of debris (no damage): **Nil.**
- Minimum amount for temporary storage of materials off site, excluding Contractor's own premises: **Nil.**
- Minimum amount for transit of materials to site: **Nil.**

8.6.5 **Approval by Employer:** At the end of the sub-clause, add the following paragraph:

"Except where otherwise provided in the Special Conditions of Contract, the insurance cover effected by the Contractor in terms of this clause shall not carry a first loss amount greater than those set out below:

Contract Price	First Loss
Less than R 100,000	R 5,000
R 100,000 to R 500,000	R 10,000
R 500,000 to R 1,000,000	R 20,000
R 1,000,000 to R 2,000,000	R 30,000
R 2,000,000 to R 4,000,000	R 40,000
Greater than R 4,000,000	R 50,000

The insurance policy shall contain a specific provision whereby cancellation of the policy prior to the end of the period referred to in Cause 8.2.1 cannot take place without the prior written approval of the Employer. "

C1.2.2.2 DATA TO BE PROVIDED BY CONTRACTOR

1.1.1.9 The legal name of Contractor is:

.....

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.....

1.2.1.2 The Physical address of the Contractor is:

.....

.....

.....

.....

The Postal address of the Contractor is:

.....

.....

.....

.....

The contact numbers of the Contractor are:

Telephone:

Fax:

The E-Mail address of the Contractor is:

.....

C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT

C1.2.3.1 COMMUNITY LIAISON OFFICER

The Ward Councillor(s) in whose ward(s) work is to be done will, collectively, identify a community liaison officer (CLO) for the project and make the person known to the Contractor within two days of being requested to do so. The Contractor will be required to enter a written contract with the CLO that specifies:

- The hours of work and the wage rate of the CLO (200% of the Civil Engineering Industry minimum wage).
- The duration of the appointment.
- The duties to be undertaken by the CLO which could include:
 - Assisting in all respects relating to the recruitment of local labour.
 - Acting as a source of information for the community and councillors on issues related to the contract.
 - Keeping the Contractor advised on community issues and issues pertaining to local security.
 - Assisting in setting up any meetings or negotiations with affected parties.
 - Keeping a written record of any labour or community issue that may arise.
 - Any other duties that may be required by the Contractor.

Responsibility for the identification of a pool of suitable labour shall rest with the CLO, although the Contractor shall have the right to choose from that pool. The Contractor shall have the right to determine the total number labourers required at any one time and this may vary during the contract.

The Contractor shall have the right to replace labour that is not performing adequately. Should such occasion arise, it must be done in conjunction with the CLO.

Payment: The CLO will be reimbursed from the PC Sum item in the Preliminary & General Section of the Bill of Quantities.

C1.2.3.2 EMPLOYMENT OF LOCAL LABOUR

It is a condition of contract that the contractor will be required to employ local labour as specified in eThekweni Council Policy "The use of CLOs and Local Labour". The contractor will be required to ensure that a minimum of 50% of the labour force is made up of local labour. For the purposes of this contract, "Local labour" will be deemed to be any **persons who reside within Ward(s) where the work is undertaken**. The contractor will be required to provide proof of authenticity of local labour. Signed confirmation by the appointed CLO will suffice for this.

No additional costs will be entertained due to this Particular Specification. The contractor will remain responsible for providing proper supervision of all labour and will be responsible for the quality of work produced.

C1.2.3.3 SUB-CONTRACTING CONTRACTOR PARTICIPATION GOAL

It is a condition of contract that the contractor must allow for a minimum of **80%** of the contract value (excluding PC Sum items and Fixed Cost allowances) to be subcontracted to contractors who are **>51%** owned by Black People. Proof of payment to the subcontractors will be required to verify that the minimum has been achieved.

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

C1.2.3.4 FTE (Full Time Equivalent) EMPLOYMENT INFORMATION

It is a condition of contract that the Contractor supplies the Employer's Agent's Representative with information in respect of the employment of all foremen, artisans and Labour (skilled and unskilled) employed to work on this contract. The information required is:

- Initials (per ID doc)
- Last Name (per ID doc)
- ID Number
- Disability (y / n)
- Education Level

Level 1 Unknown	Level 2 No Schooling	Level 3 Grade 1-3	Level 4 Grade 4	Level 5 Grade 5-6
Level 6 Grade 7-8	Level 7 Grade 9	Level 8 Grade 10-11	Level 9 Grade 12	Level 10 Post Matric

- Category of Employment

Category A: Employed as Local Labour for this contract only Category B: Temporarily employed by the Contractor Category C: Permanently employed by the Contractor
--

In addition, the following information is required in respect of each person listed above, on a monthly basis:

- Number of days worked during the month;
- Daily wage rate;
- Number of training days during the month.

The information is to be forwarded in a format acceptable to the Employer's Agent's Representative, but preferably in the form of an emailed EXCEL file (an original file, to be used as a template, will be issued to the Contractor). Contractors without computer facilities will be required to submit a hard copy of the information in a format as agreed to between the Contractor and the Employer's Agent's Representative.

In addition to the tax invoice, to be submitted by the Contractor with his monthly statement, mentioned in Clause 6.10.4 of GCC 2015, the Employer reserves the right to withhold payment until the monthly FTE information has been forwarded to the Employer's Agent's Representative. No additional payment for complying with the above will be made and the Contractor is to make allowance for complying through the time related P & G items (sum) under Part AA: Preliminaries, of the Bill of Quantities.

C1.2.3.5 PERFORMANCE MONITORING OF SERVICE PROVIDERS

[For contract awards over R10m] The Contractor shall be subjected to "Performance Monitoring" assessments in terms of the applicable Section (S.53) of the Employer's Supply Chain Management Policy.

Key Performance Indicators (KPIs) are specified in the C3: Scope of Works, or will be discussed and agreed with the Contractor before commencement of the contract.

C1.2.3.6 EXCEPTED RISKS (Clause 8.3)

Pursuant to Clause 8.3 of the Conditions of Contract (GCC 2015), the Employer shall not be liable for the payment of standing time costs as a result of the occurrence of any of the "Excepted Risks" as defined under Clause 8.3.

However, the Employer shall reimburse the Contractor in respect of plant de-establishment and re-establishment costs as a result of "Excepted risks" when a written instruction to de-establish is issued to the Contractor.

C1.2.3.7 CIDB B.U.I.L.D. PROGRAMME

a) CIDB Skills Standard

It will be a condition of contract that the Contractor shall, in the performance of the contract, achieve the **Contract Skills Development Goal** (CSDG) established in the below referenced standard:

- CIDB Standard for Developing Skills Through Infrastructure Contracts, published in Gazette Notice No. 48491 of 28 April 2023.

b) CIDB Indirect Targeting Standard

It will be a condition of contract that the Contractor shall, in the performance of the contract, achieve the **Contract Participation Goal** (CPG) relating to the engagement of targeted enterprises as established in the below referenced standard:

- CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, published in Gazette Notice No. 36190 of 25 February 2013.

C2.1: PRICING ASSUMPTIONS / INSTRUCTIONS

C2.1.1 GENERAL

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents (refer to C.1.2 of the Tender Data).

C2.1.2 PRICING INSTRUCTIONS AND DESCRIPTION OF ITEMS IN THE SCHEDULE

Measurement and payment shall be in accordance with the relevant provisions of **Clause 8 of each of the Standard Engineering Specifications** referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provisions of **C2.1.8**.

The descriptions of the items in the Bill of Quantities are for identification purposes only and comply generally with those in the Standard Engineering Specification.

Clause 8 of each Standard Engineering Specification, read together with the relevant clauses of the Scope of the works, set out what ancillary or associated work and activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standard Engineering Specification, or the Scope of the works, conflict with the Bill of Quantities, the requirements of the Standard Engineering Specification or Scope of the work, as applicable, shall prevail.

C2.1.3 QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Bill of Quantities are estimates only, and subject to re-measuring during the execution of the work. The Contractor shall obtain the Employer's Agent's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance

has been made for waste.

The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

C2.1.5 MONTHLY PAYMENTS

Unless otherwise specified in the Specifications and Project Specifications, progress payments in Interim Certificates, referred to in **Clause 6.10.1 of the General Conditions of Contract**, in respect of "sum" items in the Bill of Quantities shall be by means of interim progress instalments assessed by the Employer's Agent and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

C2.1.4 PROVISIONAL SUMS / PRIME COST SUMS

Where Provisional Sums or Prime Cost sums (PC Sum) are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with **Clause 6.6 of the General Conditions of Contract**. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Any unauthorized changes made by the Tenderer to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Bill of Quantities, will be treated as arithmetical errors.

C2.1.6 PRICING OF THE BILL OF QUANTITIES

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to

be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

Each item shall be priced and extended to the "Total" column by the Tenderer, with the exception of the items for which only rates are required (Rate Only), or items which already have Prime Cost or Provisional Sums affixed thereto. If the Contractor omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

All rates and amounts quoted in the Bill of Quantities shall be in Rands and Cents and shall include all levies and taxes (other than VAT). VAT will be added in the Summary of the Bill of Quantities.

C2.1.7 "RATE ONLY" ITEMS

The Tenderer shall fill in rates for all items where the words "Rate Only" appear in the "Total" column. "Rate Only" items have been included where:

- (a) an alternative item or material is contemplated;
- (b) variations of specified components in the make-up of a pay item may be expected; and
- (c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The

Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

C2.1.8 PRELIMINARY AND GENERAL

The Preliminary and General Section is provided to cover the Contractor's expenses incurred in complying with the requirements of the tender documents and consists of the following parts:

- Part AA: Preliminaries
- Part AB: General Specifications
- Part AH: Occupational Health and Safety

Fixed Charge Items: Each item should be priced separately and, subject to the Engineer certifying in terms of **Clause 6.7 of the General Conditions of Contract** that the work has been done, payment will be made as follows:

- (i) the total amount due when the certified value fixed charge items in this section is less than 5% of the net contract price;
- (ii) when the certified value of fixed charge items in this section is greater than 5% of the net contract price, payment will be limited to 5% of the net contract price. The remainder will be paid when the value of the work done under the contract, excluding the value of fixed charge items in this section, is greater than 50% of the net contract price, excluding the value of fixed charge items in this section.

Time Related Items: Any Time Related items not priced shall be deemed to be covered by the prices of other items in the section.

Payment of Time Related items in this section will be made throughout the contract period, the amount per month being the value of the item divided by the completion in months or, if specified in weeks, the equivalent number of months, in terms of **Clause 5.5 of the General Conditions of Contract**. The final monthly increment will only be paid upon the issue of a completion certificate.

C2.2: BILL OF QUANTITIES

The Bill of Quantities follows and comprises of 01 pages. The pages are numbered 86

Item	Item Description	Unit	Qty	Rate	Amount
1	FIXED COSTS (MAX. 10% OF CONTRACT VALUE)				
1.1	Establishment on all sites	Sum	1		
1.2	Removal of Site Establishment	Sum	1		
2	PRIME COST SUM				
2.1	P. Sum for CLO costs:	PC Sum	1		R 2 500 000
2.2	P. Sum for desludging	PC Sum	1		R 25 000 000
2.3	%Markup for 2.1 above	Month	%		
2.4	%Markup for 2.2 above	Month	%		
3.	SLUDGE VOLUME BASED ITEMS				
3.1	Payment for Pit Toilets evacuated for on-site burial, based on volume of sludge evacuated, but includes costs of excavating the receiving pit in medium soil.	M ³	Rate Only		
3.2	Payment for evacuation for Dry Pit Toilet and transporting sludge to pick-up, including processing through Waste Treatment Site and transport to Sewer Plant to a maximum one-way distance of 80km,	M ³	Rate Only		
3.3	Payment for evacuation of Wet Pit Toilet and transporting sludge to pick-up point including transport to Sewer Plant to a maximum one-way distance of 80km.	M ³	Rate Only		
4.	GENERAL ITEMS				
4.1	Employment Medicals for 1000 workers over 36 Months	PC Sum	1		R 2 000 000
4.2	% Markup for 4.1 above	Month	%		
SUBTOTAL EXCLUDING VAT					
VALUE ADDED TAX (15%)					
TOTAL INCL. VAT (CARRIED FORWARD TO FORM OF OFFER)					

PART C3: SCOPE OF WORK

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C3.1: PROJECT DESCRIPTION AND SCOPE OF CONTRACT

C3.1 SCOPE OF CONTRACT

The eThekweni Municipality requires the removal of faecal waste from Ventilated Improved Pit (VIPs) Toilets, Urinal Diversion (UDs) Toilets, schools' toilets and any other vertical waste pits that deemed requiring faecal waste removal in the city. This contract requires the transportation of the evacuated material to the appropriate processing venue and dispose of the material in an environmentally safe manner using EMEs and local labour, therefore the contract is for the emptying and associated transport and disposal works.

The amount of sludge anticipated to be deposited in this contract;

- i) VIP Toilets are between 10 000m³ and 20 000m³ per annum (approximately 10 000 – 20 000 toilets per annum),
- ii) UD Toilets between 20 000m³ and 35 000m³ per annum (approximately 20 000 – 35 000 toilets),
- iii) Schools between 50 000m³ and 80 000m³ per annum and
- iv) Other waste vertical pits which include but not limited to non-improved pits, private institutions, septic tanks (dry/wet sludge), estimated to 100 000m³ per annum.

C3.1.1 General Requirements

The objective of the Contract is that once having separated the community from their waste, it is to ensure that the recipients of the Pit Latrine emptying service and the pit emptying crews are exposed to as small a health risk as possible. In order to ensure that the sludge is removed from the environment, payment for removal will be based on the amount of sludge processed.

eThekweni Municipality has acquired the use of Ladepa Machines which separate the trash (from hereon called the detritus) from the evacuated material and process the remaining material into a low grade fertiliser. The Ladepa plants can only operate on sludge that falls into the plasticity range of sludge, from here on referred to as “dry” sludge, and the sludge that is too fluid for the Ladepa plants, “wet” sludge, will need to be removed by tanker for disposal at the eThekweni Water and Sanitation Wastewater Treatment Works (WWTW). The Ladepa machines will be set up at different wastewater management sites around the city.

This Contract, in the main, is for emptying the Pit Latrine toilets, transporting the evacuated material to either a Ladepa machine or for disposal at WWTW, operating and undertaking minor maintenance of the Ladepa machine, placing of the detritus in 7 ton skips for disposal at a hazardous landfill site, (transport and disposal undertaken by others), bagging the fertiliser for removal and managing the co-ordination and operation of the various processes. However the Municipality may, where appropriate, also wish to bury some of the sludge on the site from where it was excavated. All these operations and practices are to be carried out under the prevailing environmental and occupational health and safety legal requirements. The Contract includes the liaison and management around the beneficiaries of the pit latrine toilets emptying service and the larger community where necessary.

The intention of this Contract is therefore for the Municipality to enter into a contractual relationship with a Service Providers who will engage with the EMEs in a Contractor-Subcontractor relationship to manage the EMEs and undertake various works related to the sludge removal of Ventilated Improved Pit (VIPs) Toilets, Urinal Diversion (UDs)

Toilets, schools' toilets and any other vertical waste pits that deemed requiring faecal waste removal in the city. The contract is scheduled to run for three (3) years.

C3.1.2 General Scope

The intention of this Contract is for the Municipality to enter into a contractual relationship with where possible 5 (five) Service Providers who will engage with the EMEs in a Contractor-Subcontractor relationship to manage the EMEs and undertake various works related to the Waste Pit emptying, sludge transportation and processing activities. The contract is scheduled to run for three (3) years.

The Contract will cover:

- The general management and co-ordination of the whole operation,
- Liaison with the homeowners, schools and any other institution with regards to the Pit emptying,
- The evacuation of the contents of the VIP/UD/Non-improved Pit and Schools,
- The transport of the sludge to the relevant designated disposal sites,
- On-site waste sludge burial,
- The operation and management of the Waste Treatment Sites,
- Cleaning up and making good of the disposal site.

C3.2 PROJECT SPECIFICATIONS

The contract will be carried out under the auspices of the eThekweni Municipality's Agent (Engineer) and his team. The eThekweni Municipality's Agent will liaise with the Service Provider's Agent or General Foreman, who shall be deemed to be the Service Provider's on-site representative and consequently will be authorized by the Service Provider, to look after his interests and also bind the Service Provider to decisions taken on site and shall attend all site meetings. The Site Agent/General Foreman, will always be required to be on site and contactable that work is being undertaken, shall be experienced in the type of work to be undertaken and shall not be involved with any other project. He will be required to actively assist with the supervision and organisation of the work and will be directly responsible for ensuring that the instructions of the employer are complied with and that the EME's employed under this Contract work safely, efficiently and are regular and timeous. In order for the Site Agent/General Foreman to fulfil these obligations he must be provided with suitable transport.

A schedule of areas to be targeted for pit waste sludge evacuation, with the estimated number of pits, will be provided to the service provider by the employer on a monthly or weekly basis. The employer's Agent (Engineer) and his team will ratify which pit latrine toilets are wet pits requiring to be emptied by tanker for disposal at WWTW, which are dry pits requiring processing by a Ladepa plant and which are to be buried on site. They will also be responsible for determining payment made on completed work as defined by the conditions of contract

The Service Provider will be required to establish field based teams to carry out faecal waste removal from pit latrine toilets by hand or tanker whichever the case may be and transport the waste in sealed containers to the Ladepa Plants or Wastewater Treatment Works, as well as Ladepa Plant based teams to operate and load the Ladepa Plant and bag the Product. It is envisaged that as much locally based labour as possible will be used on the contract, and that the field-based teams at least will be EMEs. The Service Provider will be responsible for ensuring that the EMEs operate safely according to the environmental and occupational health and safety laws.

C3.2.1 Latrine DEhydration and PAsteurisation (LaDePa)

One of the challenges from the waste sludge operation is the disposal of the sludge in an environmentally safe way. The initial idea was to dispose of the sludge in wastewater treatment plants, but the first trials caused overloading and dysfunction of the treatment plant. Consequently, the municipality had to seek alternative solutions for the disposal of faecal sludge. This led to the concept of the Latrine DEhydration and PAsteurisation (LaDePa) machine. This machine is used to process the faecal sludge that was removed from latrines into dry and pasteurised pellets, which can be used as a soil conditioner or fertiliser, or which could be combusted as a fuel. In the developed technology, the pellets are pasteurised and dried using a combination convective and infrared radiation heating.

C3.2.2 Waste pit identification

In the main, each VIP/UD/Schools toilet has a GPS co-ordinate registration on the eThekweni Municipality's database. The Service Provider will then assign the pockets to area field teams. The CLO and his team will identify the waste pits that are not on the data base and, in rare cases may identify where VIP/UD have been removed.

C3.2.3 Working in Pockets

The Service Provider will be supplied with cadastral maps of the pockets (geographic sub areas) in a particular ward to be targeted as well as schedules of toilets to be evacuated in each pocket. All pit latrine toilets in use within each pocket are to be emptied (faecal waste removed) before the field teams can be assigned to another pocket.

C3.2.4 Work Records

The Service Provider will submit to the Engineer on a weekly basis, a schedule of the completed empty Waste Pit toilets. A duly GPS referenced photograph of each completed toilet showing the cleaned work area, replaced panels and the completion certificates signed by each resident, and the CLO (where emptying has been satisfactorily completed). This information will be used for checking every completed toilet by the Engineer and will be linked to the processing of monthly invoices.

C3.2.5 Empty Pit Toilets

In the unlikely event that the toilet is empty (as the toilet has not been used or it is being used for another purpose) and no waste removal is required. No payment will be made for emptying these toilets.

C3.2.6 Minimising Community Disruption

All work to be done within the communities will be divided, as far as is possible, into clearly achievable daily tasks. A task will be an amount of work which an individual or team (in the case of team tasks) can complete within an 8 hour working day, allowing for the time required to collect tools and equipment from the depot in the morning, to get to the emptying sites, to move between the emptying sites, and to get back to the depot at the end of the day, including the cleaning up time at the end of the day. Should a daily task not be completed by the end of a day, the site of excavation shall be tidied, all tools and equipment must be removed and only sludge that is in a sealed container may be left. The site must be left safe, in particular all openings to the pits must be closed or covered and secured, spillages cleaned and treated and the homeowner notified of the hazards and risks particularly to children.

C3.2.7 Waste Evacuation from The Pit Toilet

i) Pre-notification

One to two weeks prior to the planned date for the waste evacuation, a Community Liaison Officer (CLO) employed by the Service Provider will visit the household for the following purposes:

- to assess how access to the pit toilet content will be obtained
- to assess the nature of the content of the pit toilet (whether it is a wet or dry pit)
- to explain how the emptying process will work, and the approximate area required for the operation
- to request that the householder clear away any garden tools, children's toys and the like from the area that could be contaminated

- In some cases, more than one visit by the CLO may be required due to no one being at home during the first visit or merely to confirm any decisions made by the household.

ii) Successful Emptying of Waste Pit Toilet

A Pit Toilet will be considered to have been emptied successfully when there is 1,5 or more cubic meters capacity for sludge below a 0,5 meter free-board below the soffit of the toilet slab.

iii) Evacuation of Dry Pits

The following is the required procedure for the evacuation of the content of dry pits to be processed at a Wastewater Treatment and LaDePa,

The waste removal team will remove all faecal waste from the Pit toilet using the following protocol:

- Gain access to pit content by removing the panels designed for the purpose. In some cases where no panels exist or access is poor it may be necessary to break an access into the pit. This is to be done with care and in such a manner as to provide sufficient access to work without damaging the structure beyond this sufficiency.
- Put down protective plastic sheet alongside the pit toilet and place drums that will receive the toilet contents onto the sheet
- Remove excess detritus from top of chambers and place in refuse bags (which must be tied off to prevent any contents later falling out)
- Remove faecal waste from chambers using appropriate tools and place waste in drums. Take care that any waste that falls on the sheet is scraped up and placed in the drums.
- Seal the drums
- Carry or wheel the drums and the detritus bags to the nearest road verge to await collection

iv) Evacuation of Wet Pit Content

The following is the required procedure for the evacuation of the content of wet pits to the designated Waste Treatment Site;

- The waste removal team will remove all faecal waste from the Pit toilet using the following protocol:
- Gain access to pit content by removing the panels designed for the purpose. In some cases where no panels exist or access is poor it may be necessary to break an access into the pit or gain access through the pedestal or pedestal opening. In the cases where it is necessary to break into the pit, this is to be done with care and in such a manner as to provide sufficient access to work without damaging the structure beyond this sufficiency.
- Put down protective plastic sheet alongside the Pit toilet

- Remove excess detritus from top of chambers and place in refuse bags (which must be tied off to prevent any contents later falling out)
- Dispose of the detritus bags into a detritus container at a Wastewater Treatment System
- Remove faecal waste from chambers using a vacuum tanker, vacuum minivan or microvan type evacuation equipment, stirring the pit contents to break the scum layer and lift the settle sludge.
- In the case where it is necessary to use minivan or microvan type equipment:
- place the drums on the plastic sheet and fill drums, cleaning any spillage
- seal the drums and carry or wheel the drums to the road verge to await collection or nearest transfer station or transfer to a road tanker
- In the case of a vacuum type of equipment a transfer station needs to be set up due to the transport distances to the Waste Treatment Site.

v) Waste Removal and Burial On-site

The Waste Pit Toilet Emptying teams will remove waste from the Toilet, transfer it to a disposal pit excavated on site, and placing cover over the transferred sludge once deposited in the pit, using the following protocol:

- Estimate the volume of sludge to be excavated from the Pit Toilet using the reference that a particular pit is deemed to have been successfully emptied there is 1,5 or more cubic meters capacity for sludge below a 0,5 meter free-board below the soffit of the Pit Toilet slab
- Not more than 30 meters from the Pit toilet, excavate the disposal pit or trench based on estimated volume of chamber contents and allowing for the sludge to not be closer than 300 mm from the surface after transferring all the sludge to the disposal pit.
- Excavate the sludge from the Pit using the same technique and protocol used to empty dry toilet sludge, including the same health and safety protocol.
- Put down protective plastic sheet alongside of the disposal pit and over the lip for 300 mm to receive the drums for depositing the sludge into the disposal pit
- Transfer the sludge from the Pit Toilet to the disposal pit using the same methods and protocol as for transferring the sludge to the pick-up points.
- Measure the sludge using the same protocol as is used for measuring the dry sludge delivered to the Wastewater Treatment System or LaDePa Plant.
- Deposit the sludge into the disposal pit taking care that any waste that falls on the sheet is scraped up and placed in the disposal pit and any spillage is dealt with in accordance with the Environmental and Health Specification Plan (C4.2)
- Cover the deposited sludge with the soil excavated from the disposal pit.
- Make good the site following the protocol for site restoration.

vi) Plant and Equipment for sludge removal/transfer to pick-up points/burial site

Each waste removal team will require at least the following equipment:

- Long handle spades (for waste removal from Pit Toilet chambers)
- Long handle forks (for waste removal from Pit Toilet chambers)
- Standard spades (for cleaning up spillages)
- A number of sealable, portable, non-stackable open topped waste containers
- One or more trolleys for transfer of the sealed drums to the pick-up point
- Plastic drop sheets to prevent spillage of faecal waste outside the work area
- Personal protective equipment (PPE) including overalls, gloves, boots, hats, safety glasses and dust masks

vii) Site Restoration

Making Good: All access panels removed will be replaced using a very weak mortar to hold them in place. Any damaged panels must be replaced. Where it was necessary to break an access opening into the vault it must be repaired in such a manner as to ensure that the safety of the homeowner is restored and where possible to allow easier access for future emptying programs.

All spillages must be cleaned up in accordance with the required procedures, all tools and equipment must be removed, and the site must be left in a clean, safe and neat state.

Completion Certificate: When the work is completed and the site has been tidied up, the council official and CLO will visit the site to confirm that all is in order and that the homeowner is satisfied. A suitably referenced completion certificate for that site will be signed by the CLO and the Homeowner.

Photographs: A GPS and date referenced photograph taken by the Council Official showing the cleaned work area and repaired and sealed toilet must be taken and submitted to the Engineer with the signed completion certificate.

C3.2.8 Waste Transfer for Processing

i) Transport of Dry Sludge, Bagged Detritus, Tools, Equipment and Labour

The sealed drums and refuse bags carrying detritus are to be loaded and transferred from pick up points to the designated Waste Treatment Site or LaDePa plant using Light delivery vehicles (LDVs) or trucks. LDV will be required for transporting tools, equipment and labour to the target areas from the pick-up points to the Waste Treatment Site. These vehicles must be modified where necessary and appropriately

marked to carry septic waste and comply with all legislation relating to the transport of hazardous materials.

ii) Transport of Wet Sludge to Designated Waste Treatment Site

The number of wet pits is estimated to be a small portion of the total number of pits. Road tankers, where possible, are to be used to transport the sludge to the Waste Treatment Site. A protocol using double receipts will be used to ensure that the tankers are off-loaded at the Waste Treatment Site.

In the cases where road tankers cannot be used, sealed drums are to be loaded and transferred from pick up points to the Waste Treatment Site using LDVs or truck modified and appropriately marked to carry septic waste.

iii) Traffic Safety

All vehicles and operators shall comply with traffic laws, road ordinances, and environmental law at all times, especially when transporting passengers and hazardous materials. If and when personnel are transported in the same vehicles as the waste, the vehicles must comply with all legislation with regard to the safe transport of personnel and hazardous waste.

When vehicles are parked or loading or unloading special attention needs to be taken of other road users and their safety. Hazard warning indicators need to be used when appropriate.

iv) Transfer of Dry Sludge to LaDePa plant

Loading and offloading of the sealed containers onto and off the vehicles will require loading and offloading team or teams.

v) Detritus

Detritus ejected from the Waste Treatment Site must be placed in skips which will be transported to a hazardous landfill site by others. The refuse bags carrying detritus removed at the toilet waste sites will be transported to the Waste Treatment Site where they will be placed in the detritus skips.

C3.2.9 Depots

The Service Provider should provide some form of depot or facility at each of the Waste Treatment Sites and/or any regional or area/ward level which would perform the following functions:

- Storage for tools and equipment
- Washing area to meet health and safety requirements

The depot or similar facility should meet the requirements as set out in the 'Environmental and Health Specification Plan' Section C4.2

The Service Provider will arrange all water requirements locally or by means of a water cart.

Any washing facilities provided must allow for drainage (eg soak pit) and a washing

surface area that causes no damage to the environment.

The Service Provider will select the depot sites including the number required and the positions in order to undertake the field work as provided by the Engineer. If necessary the Service Provider will arrange with the landowners for permission to position the depots. Where available existing EWS construction depots should be used. The Engineer shall have access to all depots at any reasonable time for inspection purposes.

C3.2.10 Service Provider's Staff

i) Minimum Staff Compliment

The Service Provider (including subcontractors, where employed) will provide at least the following staff establishment:

- Contract Manager
- Finance Manager
- A Site Agent or General Foreman
- LaDePa Operators and LaDePa team
- Waste sludge evacuation teams
- Drivers for local area teams
- Drivers for transport of sealed containers to the LaDePa plants
- Assistants for loading and offloading of sludge from trucks at the transfer points and LaDePa plant.
- Health and Safety Officer
- Health and Safety Representatives

ii) Cost of Staff

The list above is merely a guide to the Service Provider. The Service Provider shall employ other members of staff which he feels are necessary to ensure the smooth running of the contract and one person may provide more than one set of the skills in the list. The cost of employing all staff shall be included in the Service Provider's rates.

C3.2.11 Employment of Labour

a) Employment of CLOs

Community Liaison Officers (CLOs) will be employed through the contract but will be employed to assist both the Engineer and the Service Provider. The CLOs will be selected in conjunction with the local Ward Councillor's offices and structures. The CLOs will assist with the following duties:

- Explaining to Pit toilet owners how and when the emptying of their toilets will take place
- Assisting with the inspection at each site and to obtain the completion certificate.
- Assisting with the recruiting of local labour
- Assisting with addressing any labour issues that may arise.

b) Employment of Local Labour and/or EMEs

Source of Labour: Labour for the waste removal teams will be selected through the local ward councillors' offices and structures.

Selection of Labour: Due to the physical nature and the potential hazards of the

work to both the worker and the community, there are three criteria for the selection of labour. Due to the physical nature of the work they must be fit enough and strong enough to be able to perform the work effectively and efficiently and due to the potential for transmission of disease through the work, in line with clause C4.2, they must pass both a physical examination and an examination on both the theoretical and practical aspects of disease transmission. The employment of women is to be encouraged.

Wages for Labour: The Service Provider will pay the gazetted wage for general workers. If the Service Provider uses subcontractors, he will nevertheless be responsible to ensure that the gazette rates in all cases are paid, (assuming production matches reasonable expectations (see C3.2.7 above).

Number of Field Teams: The Service Provider will decide on the number of field removal teams and local labour required according to the number of waste in a ward or group of wards.

C3.2.12 Business and Development Training for EMEs and Local Labour Team Leaders

The eThekweni Municipality has set aside funding for the development of field team leaders that show potential to become contractors in their own right. Training will generally take place on weekends but on some occasions training may take place during the week. One week day per month should be made available for this business incubation support per team leader.

C3.2.13 Project Liaison

Prior to entering a Ward, the Service Provider will have met with the local Ward Councillor to discuss the project modus operandi, timing and labour requirements.

The Ward Councillor or his delegated assistants (ward secretary / labour desk appointee / ward committee members) will assist with the recruitment of local labour and the CLOs.

Apart from labour and community liaison matters, the Ward Councillors and/or their related structures may not give the Service Provider any instruction regarding the running of the contract.

C3.2.14 Environment, Health, Hygiene and Safety

i) General

The Service Provider shall comply with all provisions within the Occupational Health and Safety Act of South Africa as well as the Environmental Laws pertaining to the handling and transport of Hazardous Substances, in particular those provisions dealing with infectious substances. Further the Service Provider will comply with the “Environmental and Health Specification for Handling of Sludge from Pit toilets” contained in clauses C3.5 and C4.2

ii) Compliance with the Environmental Laws

In terms of the Regulations emanating from the National Waste Act faecal sludge is determined an infectious waste. The Service Provider must comply with the provisions of the suite of environmental laws and regulations that fall under the National Environmental Management Act (NEMA), the Water Act and the Water Services Act. Particular attention needs to be taken of National Waste Act and its Regulations.

iii) Compliance with the OHS Act

The Service Provider is to yield and submit to the provisions of the Occupation, Health

and Safety Act (OHS Act) in so far as they require the appointment of competent people and the acceptance of responsibility and shall comply with these provisions as they apply to the works, Particular attention must be paid to the handling and dealing with infectious materials and infected equipment.

With regard to the LaDePa plant and Sites which are encompassed within Wastewater Treatment Works which themselves are subject to the OHS Act, the Service Provider will respect and subjugate itself, its staff and workers to the demands of the competent person, when traversing the WWTW site.

C3.2.15 Measurement and Payment

i) Measurement of Sludge

Sludge will be measured by volume dislodged.

ii) Measurement of Dry Sludge

The Service Provider may provide a protocol to measure the volume of sludge, and should it be acceptable to the Engineer, this protocol will be used.

In the absence of a suitable protocol provided by the Service Provider, the volume measurement will be done using the containers used for transporting the sludge, which shall all be identical in shape size and construction. The tanks will be placed on a level surface and filled with 20 litres of water at a time. At each 20 litre level a permanent line will be marked around the full circumference of the container and numbers indicating the volume relating to the line will be provided. The volume of sludge delivered will be taken as the highest volume where the whole volume indicating line is covered by a horizontal layer of sludge, provided that on emptying there is no sludge adhering to the inside of the container. Only containers in good order may be used for measuring.

iii) Measurement of Wet Sludge

Wet sludge will only be paid for if a tanker with an accurate working volume measurement gauge is available on the tanker. The volume in the tanker before and after filling will be measured and noted for each Pit. At the discharge point at Southern Wastewater Treatment Works, the delivered volume of the tanker will be re-measured along with the volume after discharge. The volume delivered will be taken as the difference between the two volumes. Only tankers with suitable and calibrated volume gauges, certified as such by the Engineer, may be used for carting and measuring wet sludge.

iv) Measurement of Detritus Separated at the VIP/UDss

The Service Provider may provide a protocol to measure the volume of detritus separated at the VIP/UD, and should it be acceptable to the Engineer, this protocol will be used.

In the absence of an alternative method of measurement, the detritus will be measured in their black plastic, using the measuring containers used for measuring the sludge. The detritus bags will be placed in the measuring containers, the bags pierced to allow the air to be removed and tamped down in a manner to remove as much air as is

practical. The volume of detritus delivered will be taken as the highest volume where the whole volume indicating line is covered by a horizontal layer of detritus. Only containers in good order may be used for measuring.

C3.2.16 Payment

i) Payment for Establishment

Payment for this item will cover the following:

- Establishment and re-establishment of regional and/or area depots, as many times as required by the Service Provider
- Sourcing and establishment of field teams
- Purchasing and issuing of tools, clothing and equipment where necessary

ii) General Obligations

Payment for time obligations should cover the costs of replacing the tools, clothing and equipment as well as monthly legal and other costs associated with the running of the contract.

iii) Removal of Site Establishment

Removal of mobile or sub area depots within wards as many times as required by the contract.

iv) Insurance Obligations

The lump-sum tendered shall include full compensation for all costing related to provision of all insurance cover specified by the contract.

v) Health, Safety and Environmental Obligations

The sum tendered shall include full compensation for all costs related to complying with the health, safety and environmental requirements of the contract including any water requirements.

vi) General Costs

Monthly payment to cover all fixed and time related overheads may not exceed 1% of the total contract value per month.

vii) Remuneration for CLO

Ward based CLOs will be remunerated at the gazetted rate.

viii) Payment for establishing each Pit Toilet site

Payment for this item will be a fixed cost per toilet pit to cover getting staff to and from the site, removing the access panels, establishing a safe working area, replacing the panels, cleaning up and making good and all associated works. This item excludes the cost of the CLOs and may not exceed 40% of the cost of removing one m³ of sludge from a dry Toilet Pit.

ix) Provisional Item for Breaking and Re-establishing Access to Pit Toilet without Covers

A provisional extra over item is included for breaking access into Pit Toilets that do not have covers and re-establishing the Pit Toilets after de-sludging. Separate provisional items are allowed for materials, a mark-up on the materials, the cost of a bricklayer/artisan and artisan's assistant. The mark-up on the materials is to cover the cost of, but not limited to the purchasing and administration, supervision, transport, and all other sundries associated with delivering the materials to the site where they will be used, while the labour costs are to include for the provision, supervision, administration and all

sundries associated with the provision of labour for repairing the Toilets.

- x) Payment for Pit Toilet evacuated for onsite burial**
Payment for this item will be based on the volume of the material excavated from the Toilet and will include for the excavation of the disposal pit, the transfer of the sludge from the Pit Toilet to the disposal pit and placing the cover in the form of the soil excavated from the receiving pit over the deposited sludge. The pit shall be excavated to 1,2 meters depth and the disposed sludge must not encroach higher than 300 mm below the lip of the disposal pit, and the receiving pit. The soil conditions will be deemed to be medium in all cases.
- xi) Payment for Removal of Dry Pit Toilet Sludge and Transport to Pick-up Point**
Payment for this item is for the removal of sludge from Dry Pit Toilets and transferring it to pick-up points from where it will be transferred to the Waste Treatment Site (paid for under separate item). The payment will include for the removal, placing in drums and transport to the pick-up point, including but not limited to, labour, supervision, provision of safe working conditions, wear and tear on tools and equipment, etc.
- xii) Payment for Removal of Wet Sludge and Transport to Pick-up Point**
Payment for this item is for the removal of sludge from Wet Pit Toilets and transferring it to pick-up points from where it will be transferred to the WWTW (paid for under separate item). The payment will include for the removal, placing in drums and transport to the pick-up point, including but not limited to, labour, supervision, provision of safe working conditions, wear and tear on tools and equipment, provision of tanks and transfer at pick-up point, etc. This item will apply even when the tanker can extract directly from the Pit Toilet.

C3.2.17 Payment for detritus separated at the VIP and disposed at the Ladepa Sites

Detritus separated at the pit latrine toilet and placed in black plastic bags for deposit in the detritus skips at the Ladepa Sites will be paid for by volume measured at the Ladepa site. The payment will include for the removal, bagging and transport to the pick-up points.

C3.2.18 Payment for Dry Sludge Transport

This item is for payment for transporting the sludge from the pick-up point to the Ladepa Plant. It is envisaged that the distance from the pick-up point to the closest Ladepa Site will not be more than 40kms (one way) but the pricing schedule allows for different rates for each 10 km distance band.

C3.2.19 Payment for Wet Sludge Transport

This item is for payment for transporting the sludge from the pick-up point to the SWWTW. It is envisaged that the distance from the pick-up point to the SWWTW will not be more than 70kms (one way) but the pricing schedule allows for different rates for each 10 km distance band

C3.2.20 Payment for transport for detritus separated at the VIP and disposed at the Ladepa Sites

This item is for payment for transporting the bagged detritus separated at the VIP site, from the pick-up point to the closest Ladepa Plant. It is envisaged that the distance from the pick-up point to the closest Ladepa Site will not be more than 40kms (one way) but the pricing schedule allows for different rates for each 10 km distance band.

C3.2.21 Provisional Sum for GIS Field Work

A provisional sum has been set aside for the payment for Field Inspectors, to work under the guidance of the Employers agent, to be utilised for preliminary GIS fieldwork and field checking of completed work. The Tenderer must provide a percentage mark up for profit and all cost with their deployment.

C3.2.22 Bill of Quantities

A provisional number of premedical check-ups have been provided for in the Bill of Quantities. The tenderer must provide an all-inclusive rate that ensures compliance with all medical requirements including immunisation prior to employment as detailed in clause 3.1 of the Environment and Health Specification plan, lost working time, transport, etc. for this item.

A provisional number of exit medical check-ups have been provided for in the bill of Quantities. The tenderer must provide an all-inclusive rate that ensures compliance with exit medical examination requirement as detailed in Clause 3.1 of the Environment and Health Specification plan, lost working time, transport, etc. for this item.

C3.2.23 Particular Specification

Addition to the contract specification, the following particular specifications may apply to this contract and are bound in hereafter.

Environmental and Health Specification plan. This specification addresses the risk to workers, the public and to the environment during the handling of the sludge from dry Pit Toilets and the responsibilities of the Service Provider in minimizing those risks. The Service Provider will not tolerate the presence on site of any workers, team leaders, supervisors or subcontractors who prove unwilling or unable to adhere to this specification.

C3.2.24 Training

Research on the knowledge of workers and members of the communities where they live indicates that workers hired to handle sludge can expected to have a poor understanding of disease transmission and how to reduce risks of infection. As sludge handlers face many logistical challenges in their work, it of utmost importance that they receive both the theoretical and practical training necessary to protect themselves, others and the environment during their work.

All workers must receive training before commencing the sludge management

Programme. Furthermore, provision must also be made to train workers who join the programme after the initial training. Regular – annual in- service training is also required in order to refresh knowledge, correct bad practice, trouble shoot problems and maintain a work culture in which a commitment to protecting people and the environment is foremost.

A card will be issued to each worker on which training must be recorded. Demonstrations of correct active will be signed off and dated by the purchaser's health and safety officer after induction training, in-service and on-site visits.

The provision of the training will be by a nominated sub-contractor and the cost of the training is covered in the bill of quantities by a provisional sum.

The training will take place on site at a local venue hired for the purpose. The Service Provider's responsibility is to ensure that all workers receive the training, and to pay the workers for their time while they are being trained. The time allowance that must be made for this training is two days on induction and one day every six months thereafter.

Appendix 1 to this specification gives an indication of the scope of the training required.

1. Provision of facilities, equipment and supplies

1.1 personal protective equipment

All workers who handle sludge are to be issued with the personal protective equipment listed in Table 1 below

Table 1: PROTECTIVE EQUIPMENT REQUIRED FOR WORKERS

Calf high waterproof gumboots (no boots with laces / fabric)
Protective jackets and pants
Elbow length durable waterproof gloves
Disposable or permanent mask (disposable is more comfortable but must be replaced daily)

Equipment must be properly sized to fit each worker and must not be shared between workers. If any item of PPE is damaged to the extent that it no longer provides protection, it must be replaced before the next working day.

1.2 Tools and equipment needed for safety while emptying vaults

In addition to the regular tools which workers use for manually moving sludge from vault to bin and from bin to pit or processing facility, the following equipment and tools are required in order to protect the environment

Table 2: EQUIPMENT NEEDED ON SITE

Tarpaulin/ plastic sheeting	Plastic sheeting is required for use at the lip of the vault and disposal pit and for placement of bins or tools. (Noted: after use this sheet must be folded with the contaminated side inward, so that the bottom of the sheet does not become contaminated and must be stored in a plastic bag.)
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Bins with lids or covers that prevent spillage and access by flies	Each work team will require a number of bins for transporting sludge, either from the vault to the disposal pit, or from the pit to the sludge processing facility. In the case of on –site disposal 3 bins should suffice. In the case of off-site disposal a single team will require approximately 30 bins for a typical day’s work. These bins will be of a size that, when filled, they can be wheeled by a single person (where a trolley is used for moving the bin) or carried by no more than two person . The bins will have secure lids which cover the sludge during transport and prevent access by flies.
Clean shovel – not for use with sludge	This is required for digging and covering the sludge disposal pit and covering areas where contaminated soil has been removed. The clean shovel is not to be used for sludge and should be stored in a bin bag to avoid contamination by other tools.

In additional, the following supplies are to be carried by work teams and restocked as required.

TABLE 3: SUPPLIES NEEDED ON SITE	
Disinfectant spray	An ethanol based solution must be provided in a spray bottle for disinfecting any skin, masks, handles etc. which are accidentally contaminated.
Disinfectant solution	A lime sodium hypochlorite solution must be provided for cleaning other surfaces where accidental spills have occurred
Bucket	For preparing lime or sodium hypochlorite solution.
Paper towel	For wiping contaminated surfaces after being sprayed or wiping face and mask after spraying with ethanol – based solution
Roll of bin bags	For disposing of contaminated paper towels or other rubbish.
Box of bin bags	In the event that a work glove becomes torn or contaminated.

1.3 Area or regional depots

A depot should be provided where workers can shower, use the toilet, change, clean and store their equipment and street clothes. Workers must be given sufficient opportunity to use these facilities at the beginning and end of each workday so as to prevent contaminated work wear and equipment from being taken home. The facilities can be provided at any at any position in the municipality which allows the Service Providers to meet the health Specification plan. Thus, the facilities can be provided on an area/ward basis or at regional level depending on the logistical implementation approach of the Service Provider

Table 4: SUGGESTED DEPOT FACILITIES
• Shower • Toilet • Facilities for washing boots and tools (contained area with running water and drain) • Facilities for washing and drying clothes (basins, covered washing line and clothes pegs) • Facilities for separate storage of each workers street clothing and PPE (e.g bins or plastic bags on hooks) and for teams • Facilities for cleaning vehicle (e.g. paved area with drain that can be washed down) • Hazardous waste disposal container for Equipment that is damage or discarded • Facilities for storage equipment

The following supplies must be inventoried regularly and kept stocked at the depot

TABLE 5: SUPPLIES NEEDED ON SITE	
Lathering liquid	For handwashing and showering at welfare facility
Toilet paper	
Box of disposable gloves	(E.g. Soaked in bleach solution) for wiping boots, marks, gloves
Scrub brushes, buckets and basins	For cleaning tools and vehicle

Laundry soap, wash basin, wash line and pegs	For cleaning boots tools and vehicle
Disinfectant	Bleach for cleaning boots, masks, tools and vehicle at welfare facility

When use of a particular site is discontinued, the site must be disinfected after all equipment has been removed using lime and/or hypochlorite solution

3, Health care

3.1 Workers health

All workers will receive a pre-employment medical consisting of:

- Occupational Medical Questionnaire (see attached)
- Occupational Medical Examination (see attached)
- Notification of Result of Medical Examination
- Immunisation in terms of tetanus and hepatitis unless in possession of a vaccination card indicating that these are up to date (Booster hepatitis injection to be given as required)
- Deworming tablets must be given to workers and their families (and after 6-months of employment)

No workers will be permitted to perform any work unless the Managing Contractor is in possession of the Notice and Record of the Medical Examination.

All medication and immunisation provided to be recorded in the employee's records.

All workers whose duration of the contract exceeds three months must be subject to an exit medical examination.

The workers record of medical examination must be endorsed and kept by the project Administrator".

House holder health

Because the level of understanding of health issues, disease transmission, and appropriate hygiene practices to prevent infection is variable in the population whose sanitation systems are being serviced, educational material addressing health and hygiene will be provided to all households after their Pit Toilet systems are serviced (the information will be provided by the Purchaser, but issued by the Service Provider) because of the possibility that a householder's home environment has become contaminated with helminth eggs from their own or others vaults during the servicing of their Pit Toilet, and because of the prevalence of helminthic infections in the eThekwin Metro, the opportunity should be taken to provide deworming medicine to householders after servicing their Pit Toilets. Deworming medicine should be provided along with the advice that anyone who is or may be pregnant or is breastfeeding and children under the age of two should not take the medication

Where sludge is buried on site, clear instructions must be given to the householder that the disposal site should not be disturbed through digging or planting for a minimum of three years to prevent contact with buried pathogens which may still be viable. The Purchaser will assist with any educational material required in the regard.

4. Safe Work Practices

This section details safe work practices for the different activities required for Pit Toilet emptying.

4.1 Tools and Protective wear

Workers must be protective clothing (overalls, gloves and boots) at all times while handling sludge and masks while emptying the vault or emptying bins. During their training workers will be shown how to remove protective equipment without contaminating the inside surfaces of that equipment.

Workers and tools must be regarded as contaminated at all times and may not touch household surfaces (i.e. Tools may not be laid on the ground; workers may not lean on walls or touch taps/handles with their work gloves). Tools must transport and sorted during work in a dedicated bag or bin to avoid sludge dripping off or brushing of tools as they are carried.

No cases may workers use tools or objects (e.g. shovels, pieces of wire, sticks, etc.) belonging to the household to handle sludge. They may also not use the household tap to wash tools or personal equipment.

4.2 Preparing the site

The work areas should be prepared as follows:

- The householder must be asked to remove any washing, children's toys or other objects from the paths that will be used by workers to avoid these becoming contaminated, and to keep children away from the work area.
- A tarpaulin/plastic sheet must be placed in front of the vault with the edge of the tarpaulin covering the base of the vault to prevent any spilled sludge from falling off the tarpaulin covering the base of the vault to prevent any spilled sludge from falling off the tarpaulin on the ground. The bin that is to be filled and all tools for sludge removal must be placed on this tarpaulin, taking care that tools do not touch the ground.

4.3 Sludge Emptying

The following procedure must be followed:

Managing Contractor for Waste Removal from Pit Toilets eThekweni Municipality

- The vault is opened and the lid is placed inner side up on tarpaulin, taking care not to contaminate the ground with gloves.
- The bin used to collect sludge is placed on the tarpaulin.
- Sludge is then transferred from the vault to the bin, taking care to not drop sludge during the transfer. The bin should not be filled beyond a weight that two people can carry comfortably.
- Once the bin is filled it is covered with the bin lid and moved to one side (still on the tarpaulin) if the outside of the bin has been soiled with sludge this must be cleaned using a disinfectant solution.
- The bin is then carried or wheeled to the transport vehicle or disposal pit and the next bin is placed on the tarpaulin.
- After the vault is empty the cover is replaced, taking care not to contaminate the earth or surfaces
- The tarpaulin is then folded up taking care not to contaminate the surrounds.
- If any sludge is spilled on the surrounding surface the spill area will be scraped as clean as possible and then disinfected with an appropriate disinfectant solution (lime or sodium hypochlorite).
- Care must be taken in order to prevent the wheels of trolleys from becoming contaminated with sludge. If this should happen then the sludge is to be removed and wheels disinfected with disinfection solution.

4.4 Burial of sludge on site

If there is any doubt regarding the suitability of the site for on-site burial of sludge this must be discussed with the Engineer.

A hole or trench should be prepared of adequate proportions to contain the sludge while also allowing for 300mm of soil backfill on top of the provide an adequate barrier between sludge and surface.

Digging of holes must be done with clean tools, not the tools used for vault emptying.

A tarpaulin must be on the lip of the disposal pit/trench to protect the ground in the event that sludge is spilled during transfer. Dirty tools used for handling sludge and bins must also be placed on the tarpaulin. After sludge is placed in the hole, the top 300mm of the hole is to be backfilled with soil using a clean spade and the remainder of the soil that has been removed is to be heaped over the burial site.

4.5 Welfare break on site

Workers may not enter homes because of the risk of pathogens on their protective clothing transferring to surfaces inside the house. Workers may not use cups or jugs of water, basins or buckets from the householder because of the risk of contaminating them. Drinking water is to be carried to site with workers and protected (i.e. placed inside a closed bag) to prevent accidental contamination. Food and cell phones brought to the site must similarly be kept in closed bags/containers to prevent accidental contamination.

Gloves must be removed and hands thoroughly sprayed with ethanol before a worker engages in drinking, eating, smoking, talking on the telephone or other activities where pathogens on his/her hands could be transferred to the mouth or to other objects.

If at all possible use of outdoor household facilities such as the toilet or tap should be avoided. Should it be unavoidable workers should follow the following protocols:

- Spray bottoms of boots with disinfectant and wipe with newspaper/ paper towel before entering the Pit Toilet (contaminated newspaper/paper towel may be discarded in a removal bin)
- Spray hands with disinfectant before touching Toilet door handle or tap handle or alternately disinfect hand after use.

4.6 Remediating contamination

Accidental contamination of the site is to be remediated as follows:

- If sludge is spilled at any point it must be picked up with a spade used for emptying the vault and then the area must be doused with disinfectant solution.
- If household surfaces are touched by gloves, bins, etc. they must be sprayed with ethanol or doused with bleach solution. If sludge is visible it must be wiped off with a paper towel that is then disposed of in the bin for sludge or the workers rubbish bag.
- If a worker steps in sludge the boots must be wiped clean with a paper towel which is then disposed of in a bin for sludge and the boots then sprayed with ethanol.
- If a significant spill occurs (e.g. The contents of a bin spill out on the ground) the sludge must be removed with a contaminated spade and the area must be soaked with a disinfectant solution and covered with 2cm of clean soil (using a clean spade)

The household tap may be used to prepare a bleach solution in a dedicated bucket brought on the site by team. The worker who collects water must remove his/her work gloves and disinfect his/her hands thoroughly using an ethanol spray before touching the tap.

All road accidents where significant amounts of sludge are spilled must be reported to the Department of Water and Sanitation and steps must be taken to minimize the impact of any contamination on public health and the environment.

4.7 Responding to personal exposure

If the skin comes into contact with sludge, visible sludge must be wiped off with a paper towel and the area must then be sprayed with an ethanol solution. If contaminated material has been entered the eyes, nose, or mouth, they should be flushed well with water. In this case water can be taken from the household tap after gloves have been removed and hands have been thoroughly sanitised with ethanol. In the event of a cut or puncture wound from a contaminated object, the person should immediately expose the wound, allow it to bleed and then spray the area with ethanol and wash the area thoroughly with soap and water at the welfare facility. If a person suffers a significant exposure to sewage or sludge, the person should shower as soon as possible

4.8 Transporting sludge and tools

Bins containing sludge must be covered with lids and secure in the truck for transport. Tools should be transported in a dedicated bin or bag. Due to the likelihood of viable pathogens in sludge it should be handled as hazardous waste (containing infectious substances) during transportation. Transporters must be informed of the nature and risks of the load and carry accurate documentation. Hazchem placards must be fitted to the vehicles.

4.9 Cleaning protective equipment, tools and vehicles

Under no circumstances may protective equipment, tools or vehicles be cleaned on site (at sites where Pit Toilets are service) or at workers home. All cleaning must be done at the area depots.

Many disinfectant agents are neutralised by the presence of organic matter (e.g. sludge) It is therefore important to remove all visible soiling with running water and scrub brush before soaking them with a disinfectant solution.

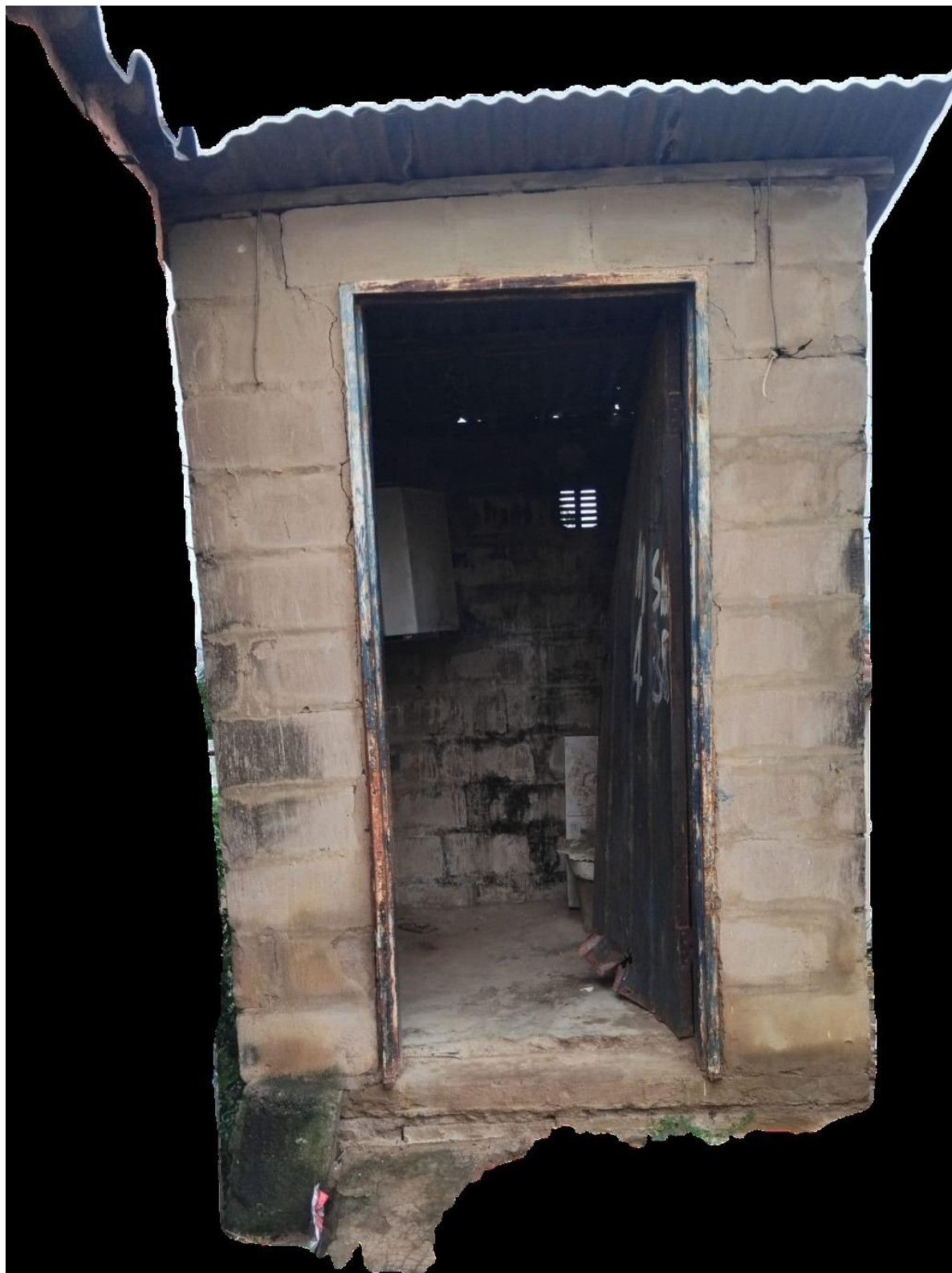
Cleaning must be done as indicated in Table 6 below.

TABLE 6: CLEANING CONTAMINATED EQUIPMENT	
Clothing	Clothing should be washed with sodium hypochlorite added to water, or alternately with water hot enough to kill pathogens (over 60 degrees C).
Masks (non-disposable type)	After rinsing with running water masks can be placed in a basin with a bleach solution for half an hour then rinsed and hung up to dry
Gloves	Gloves must be rinsed with running water, wiped with a cloth soaked in a bleach solution, rinsed, and hung up to dry
Boots	Boots must be soaked in a basin of warm water to loosen soil if needed, then scrubbed with a bleach solution, rinsed with running water and left to dry
Tarpaulins	The two sides of the tarpaulin must be treated as different entities. The side exposed to contamination must be sprayed with a disinfectant and wipe down with a cloth in a manner ensuring that the side in contact with the ground is not contaminated by runoff of wash water from the side exposed to contamination. Thereafter the side in contact with the ground must be sprayed with a disinfectant and wipe down with a cloth that has not been contaminated by touching or wiping down the side exposed to contamination. After cleaning the tarpaulin must be allowed to dry, tarpaulins must be marked and handled to ensure that the same side is always reserved for contact with the ground.
Tools	Tools must be soaked in a bucket to remove soiling and then scrubbed with a brush. Handles should be wiped with a bleach solution.
Vehicles	The Bed, handles (gate and doors, inside and out), steering wheel, gear level Hand brake seats (back and front) and floors of vehicle should be washed down thoroughly with a cloth and disinfectant solution before being used for any other purpose. Surfaces that are likely to be touched with hands (steering wheel, handles, gear lever, hand brake etc) should be sprayed with ethanol frequently and wiped down with a disinfectant solution at the end of the day.

C3.5: CONTRACT AND STANDARD DRAWINGS

C3.3 CONTRACT DRAWINGS / DETAILS

C3.3.1: VIP/UD Toilet Drawing

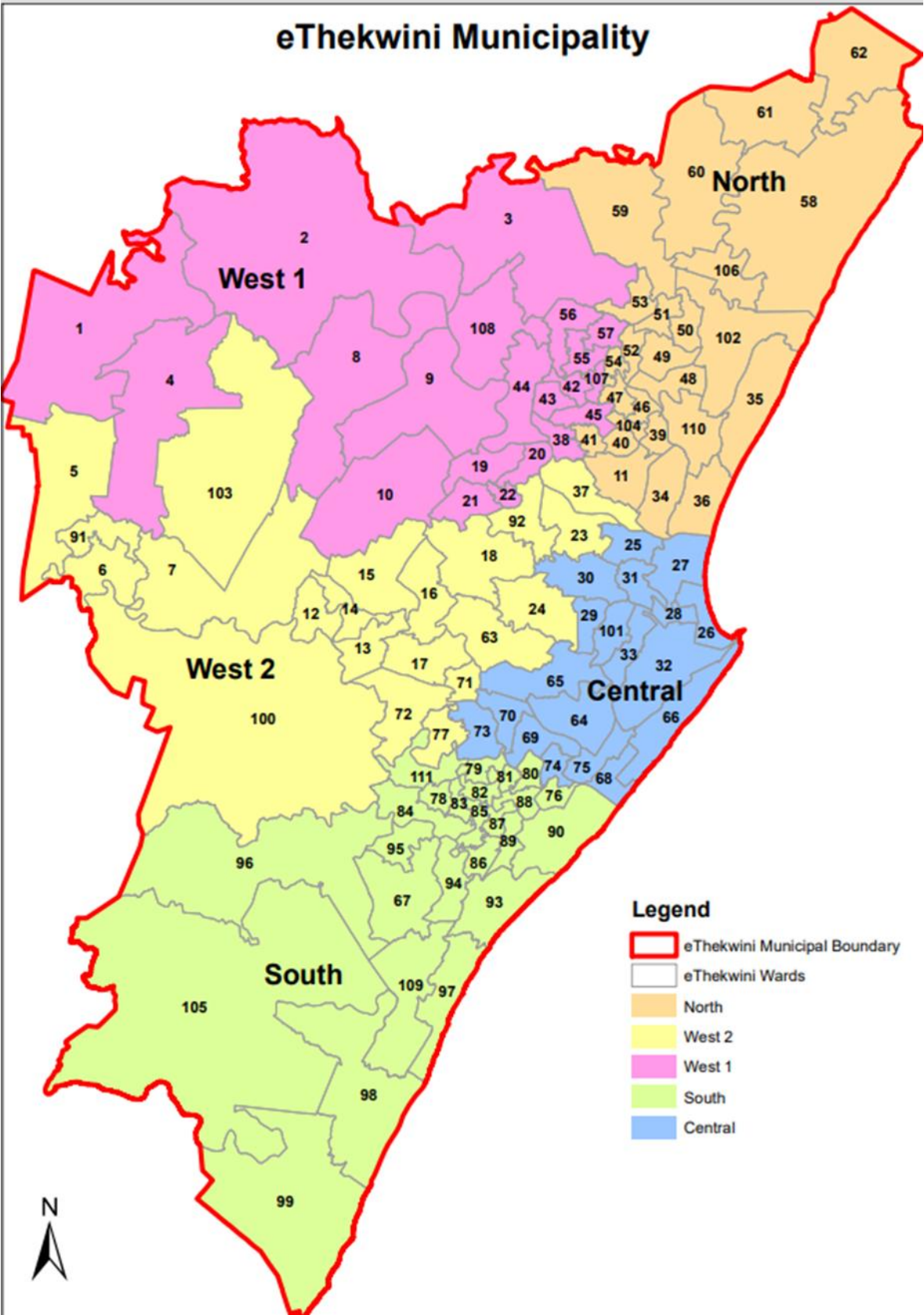


C3.3.2: LaDePa Plant



PART C4: SITE INFORMATION

C4.1 LOCALITY PLAN



C3.6: ANNEXURES

Tenderers Returnables Checklist		✓
Company Specifics		
1	Certificate of Attendance at Clarification Meeting	
2	Certificate of Authority	
Entity Specific – (to submit a copy for each partner in a Joint Venture if applicable)		
3	Compulsory Enterprise Questionnaire	
4	General Enterprise Information	
5	Tax Compliance Status PIN / Tax Clearance Certificate	
6	Contractor's Health and Safety Declaration	
7	MBD4 : Declaration of Interest	
8	MBD5 : Declaration For Procurement Above R10 Million (if applicable)	
9	MBD6.1 : Preference Points Claim Form ITO the Preferential Regulations	
10	MBD8 : Declaration of Bidder's Past SCM Practices	
11	MBD9 : Certificate of Independent Bid Determination	
12	Confirmations, Authorities, Certifications, Acknowledgements and Signatures	
Eligibility		
13	Declaration of Municipal Fees	
14	Registration with Compensation Commissioner	
15	CSD Registration Report	
16	Verification of CIDB registration and status	
17	Experience of Tenderer	
18	Experience of Key Personnel	
19	Letter of good standing	
Contractual		
20	Joint Venture Agreements (if applicable)	
21	Record of Addenda to Tender Documents	
22	Amendments, Qualifications and Alternatives	
23	Form of Offer	
24	Data to be provided by contractor (C1.2.2.2)	
25	Bill of Quantities	
Additional Documents		
26	Company financials (audited)	
27	Company registration	
28	Company registration certificate	
29	Letter of authority to sign	
30	Letter of intent to provide surety	
31	CSD registration report	
32	Quality Management System	
33	BEE Status/Level (including a consolidated BEE Status/Level for Joint Venture, if applicable)	