

Documents may be obtained,  
free of charge, in electronic format,  
from the eTenders website.

Reference is to be made to  
Clause F.1.2 of the  
Tender Data.

## **WATER AND SANITATION UNIT**

### **SPECIAL PROJECTS**

# **PROCUREMENT DOCUMENT**

# **INFRASTRUCTURE**

**CONTRACT No.:** **WS 7548**

**TITLE:** **Managing Contractors for the desludging, disposing and emptying of on-site sanitation toilets within the eThekweni Municipality areas for a period of 36 months.**

**Clarification Meeting:** **There will be no clarification meeting.**

**Issued by:**

**WATER AND SANITATION UNIT**  
**SPECIAL PROJECTS**

**Date of Issue: June 2022**

**Document Version: 01/03/2022**

**NAME OF TENDERER:** .....

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**PART T1: TENDERING PROCEDURES**  
**T1.1: TENDER NOTICE AND INVITATION TO TENDER**

Tenders are hereby invited for the works to **Manage contractors for the desludging, disposing and emptying of on-site sanitation toilets within the eThekweni Municipality areas for a period of 36 months.**

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(F.1.1.1) The Employer is the eThekweni Municipality as represented by **Project Executive: Special Projects**

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It is estimated that tenderers should have a CIDB contractor grading designation of **7 CE or GB** (or higher).

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(F.1.2) Documents can be obtained in electronic format, issued by the eThekweni Municipality:

- Electronically downloaded documentation is obtainable from the National Treasury's eTenders website or the eThekweni Municipality's Website. The entire document should be printed and suitably bound by the tenderer.

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There is no tender charge payable on or prior to the collection of the tender documents. All tender documents will be made available on eTenders website online.

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(F.2.7) **No Compulsory clarification meeting will be held. All queries will be made via email to [Siphesihle.mncube@durban.gov.za](mailto:Siphesihle.mncube@durban.gov.za).** Email queries to be submitted by 01 July and consolidated Questions & Answers will be uploaded on 08 July 2022

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(F.2.8) Queries relating to these documents may be addressed to the Employer's Agent's Representative whose contact details are: **Siphesihle Mncube , 031 311 8972 (t) , [Siphesihle.mncube@durban.gov.za](mailto:Siphesihle.mncube@durban.gov.za)**

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(F.2.13) Tender offers shall be delivered to **the Municipal Building, 166 K.E. Masinga Road** and placed in the tender box located in the ground floor foyer.

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(F.2.15) Tender offers shall be delivered on or before **15 JULY 2022** at or before **11:00**

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

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## **PART T1: TENDERING PROCEDURES**

### **T1.2: TENDER DATA**

#### **T1.2.1 STANDARD CONDITIONS OF TENDER**

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

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

#### **T1.2.2 TENDER DATA**

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

### **F.1: GENERAL**

**F.1.1 The employer:** The Employer for this Contract is the eThekweni Municipality as represented by: **Project Executive: Special Projects**

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

- 1) This procurement document.
- 2) “General Conditions of Contract for Construction Works – 3<sup>rd</sup> Edition 2015” issued by the South African Institution of Civil Engineering (GCC 2015). This document is obtainable separately, and Tenderers shall obtain their own copies.
- 3) In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations, and standards referred to in this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and the participation of targeted enterprise and labour.
  - The 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).
  - The Preferential Procurement Policy Framework Act No 5 of 2000.
  - SANS 1921:2004 – Construction and Management Requirements for Works Contract, Parts 1-3.
  - The Employer's current Supply Chain Management Policy.
  - Any other eThekweni Policy documents referenced in the Tender Documents.

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

- [www.durban.gov.za](http://www.durban.gov.za); or
- <https://etenders.treasury.gov.za/>

The entire downloaded document should be printed and suitably bound by the tenderer.

There are no Hard copy versions that can be obtained from the Employer at the physical address

**F.1.4 The employer's agent:**

The Employer's agent is

- **Siphesihle Mncube - Pr. Tech Eng**
- **Tel: 031 311 8972 (t)**
- **Email: [Siphesihle.mncube@durban.gov.za](mailto:Siphesihle.mncube@durban.gov.za)**

The tenderer's contact details as indicated in the Contract Data under Clause C1.2.2.2 "Data to Be Provided by Contractor" shall be deemed as the only applicable contact details for the tenderer for use in communications between the employer's agent and the tenderer after the closing time stated

**F.2: TENDERER'S OBLIGATIONS**

**F.2.1 Eligibility:**

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

- the Tenderer does not comply with the legal requirements as stated in the Employer's current SCM Policy;
- the Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract;
- In the event of a Compulsory Clarification Meeting:
  - the Tenderer fails to attend the Compulsory Clarification Meeting;
  - the Tenderer fails to have form "Certificate of Attendance at Clarification Meeting / Site Inspection" (in Part T2.2) signed by the Employer's Agent or his representative.
- in the case of JV submissions, two or more JV entities have common directors / shareholders or common entities tendering for the same works.
- at the time of closing of tenders, the Tenderer is not registered on the National Treasury Central Supplier Database (CSD) as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture.

**F.2.1.1 Eligibility:**

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 or GB** class of construction work, are eligible to have their tenders evaluated.

Joint ventures are eligible to submit tenders provided that:

- Every member of the joint venture is registered (as "Active") with the CIDB (at time of tender closing);
- The lead partner has a contractor grading designation in the CE or GB class of construction work and has a grading designation of not lower than one level below the required grading designation; and
- 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 or GB class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

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

"Documents may be obtained, free of charge, in electronic format, from the National Treasury's eTenders website or the eThekweni Municipality's Website. The entire electronically downloaded document should be printed and suitably bound by the tenderer.

A Non-Refundable Tender Charge, as stated in the "Tender Notice and Invitation to Tender", is applicable if hard copies are obtained from the Cashier."

**F.2.6 Acknowledge addenda:**

Add the following paragraphs to the clause:

"Addenda will be published, in electronic format, on the National Treasury's eTenders website (see F.2.2.2 above). Tenderers are to ensure that the eTenders website is consulted for any published addenda pertaining to this tender until 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 address / fax number / email address as specified on the addenda. Failure of the tenderer to comply with the requirements of the addenda may result in the tender submission being made non-responsive."

**F.2.7 Clarification meeting:**

No Compulsory clarification meeting will be held. All queries will be made via email to [Siphesihle.mncube@durban.gov.za](mailto:Siphesihle.mncube@durban.gov.za). Email queries to be submitted by 01 July and consolidated Questions & Answers will be uploaded on 08 July 2022

**F.2.12 Alternative tender offers:**

No alternative tender offers will be considered.

**F.2.13 Submitting a tender offer:**

Submissions must be submitted on official submission documentation issued by the eThekweni Municipality.

Identification details to be shown on each tender offer package are:

- Contract No. : **WS 7548**
- Contract Title : **Managing Contractors for the desludging, disposing and emptying of on-site sanitation toilets within the eThekweni Municipality areas for a period of 36 months.**

The Employer's address for delivery of tender offers is: **the Municipal Building, 166 K.E. Masinga Road** and placed in the **Tender Box** located in the ground floor foyer.

Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

**F.2.15 Closing time:**

The closing time for delivery of tender offers is:

- Date : **15 JULY 2022**
- Time : **11:00**

## F.2.16 Tender offer validity:

The Tender Offer validity period is **12 weeks (84 Days)** from the closing time for submission of tenders.

## F.2.20 Submit securities, bonds, policies:

The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part T2.2 of this procurement document.

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

### CIDB Registration

Tenderers are to include with their submission a printout of their registration with the CIDB, obtained from the CIDB website ( <https://registers.cidb.org.za/PublicContractors/ContractorSearch> ).

The Joint Venture Grading Designation Calculator should be used when submitting as a Joint Venture ( <https://registers.cidb.org.za/PublicContractors/JVGradingDesignationCalc> ).

The date of obtaining the above printouts is to be indicated on the printout. Registration with the CIDB must be reflected as “Active” at time of tender closing.

### Tax Clearance

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

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

### B-BBEE Status Level of Contribution

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.

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.

The requirements are summarised in the following table:

Enterprise Type	Total Annual Revenue (R million)	Ownership and Annual Turnover
EME: Built Environment Professional	< R1.8m	May present an <b>affidavit</b> OR a <b>certificate</b> issued by the CIPC OR authorised <b>B-BBEE verification certificate</b> (as below)
EME: Contractor	< R3.0m	
Reference should be made to Cl.3.6.2.4.1 of the Amended Construction Sector Code regarding the above exceptions.		
EME: Built Environment Professional	< R6m	Must present an authorised <b>B-BBEE verification certificate</b> by a SANAS accredited Verification Agency
EME: Contractor	< R10m	
QSE: Built Environment Professional	≥ R6.0m and < R25m	

QSE: Contractor	≥ R10.0m and < R50m	
Large Enterprise	>R50m	

The requirements for measurement of Joint Ventures is described in Cl.2.8 of the Amended Construction Sector Code. The compilation of a consolidated verification certificate is required.

B-BBEE Verification Certificates must be from a Verification Agency accredited by the South African National Accreditation System (SANAS).

**Central Supplier Database (CSD)**

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

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

**Audited Financial Statements (F.2.1(f))**

**F.3: THE EMPLOYER'S UNDERTAKINGS**

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

**F.3.2 Issue addenda:** Add the following paragraph: “Addenda will be published, in electronic format, on the National Treasury’s eTenders website. In the event that the Clarification Meeting is compulsory, Addenda will only be issued to those tendering entities appearing on the Clarification Meeting Register.”

**F.3.4 Opening of Tender Submissions:** Tenders will be opened immediately after the closing time for tenders. The public reading of tenders will take place in the SCM Boardroom, 6<sup>th</sup> Floor, Engineering Unit Building, 166 KE Masinga Road, Durban.

**F.3.11 Evaluation of Tender Offers:**

The procedure for evaluation of responsive Tender Offers will be in accordance with the Employer’s current SCM Policy, the Preferential Procurement Policy Framework Act (5 of 2000).

The procedure for the evaluation of responsive tenders is **Method 2** (Price and Preference with functionality).

The **80/20** preference points system will be used where the financial value (incl. VAT) of one or more responsive tender offers have a value that equals or is less than R 50,000,000. The Formula used to calculate the **Price Points**, and the **Preference Points** that will be allocated, will be according to the specified PPPFA.

The **90/10** preference points system will be used where the financial value (incl. VAT) of all responsive tenders received have a value in excess of R 50,000,000. The Formula used to calculate the **Price Points**, and the **Preference Points** that will be allocated, will be according to the specified PPPFA.

Only locally produced goods, services, or works, or locally manufactured goods, with a stipulated minimum threshold for Local Production and Content will be considered.



F.3.11.9 The value of  $W_2$  is 100. The Functionality criteria (and sub criteria if applicable) 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, and Quality Control	20		Desludging Methodology, Preliminary Program & Quality Control

Functionality criteria	Sub-criteria	Points	Evaluation Schedule(s)
Tenderer's Experience (Technical and Managing Service Provider)	Waste Sludge removal experience of Tenderer and projects (current and completed), of a similar nature and value.	20	Proof of experience (Award and Completion letters): <ul style="list-style-type: none"> <li>Name and Number of projects undertaken (completed/current)</li> <li>Value of total projects</li> <li>Duration of each project</li> </ul>
	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): <ul style="list-style-type: none"> <li>Name and Number of projects undertaken (completed/current)</li> <li>Value of total projects</li> <li>Duration of each project</li> </ul>
Experience of Key Staff	Contracts Manager's relevant experience with reference to successfully completed projects within the last 5 years involving the detailed engineering design (i.e. civil, and structural), contract administration and construction supervision of the Relevant projects	10	<ul style="list-style-type: none"> <li>One project on Contracts Management for the desludging of UDs = <u>5 points (max)</u></li> <li>One project on Contract Management on Construction of UDs = <u>5 Points (max)</u></li> </ul> <p><b>Note:</b> these requirements can be completed on different projects.</p>
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): <ul style="list-style-type: none"> <li>Vacuum Tanker</li> <li>Tipper Truck</li> <li>Pickup Truck/Bakkie</li> <li>Sludge disposal permit OR</li> <li>Letter of undertaking</li> </ul>
Methodology, and Quality control	Project Management Methodology	20	<ul style="list-style-type: none"> <li>Project execution plan (pre-assessment, continuous assessment, monitoring and evaluation) including the proposed staffing complement</li> <li>General understanding of project scope and area of work and method statement</li> </ul>
<b>Maximum possible score for Functionality (<math>M_s</math>)</b>		100	

The minimum number of evaluation points for Functionality is **70**. 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 five indicators listed below

Level 0	Level 1	Level 2	Level 3	Level 4
0	40	70	90	100
no response	Less than acceptable	Acceptable response	Above acceptable	Excellent response

#### Evaluation Schedule One Tender's Experience

Level	pts	1) Criterion: Tenderer's Experience
0	0	No Submission or Submission of no substance / irrelevant information provided
1	40	To have successfully completed 1 to 2 <u>projects</u> of a similar nature over the last 10 years (Letters of Award, and completion letters to be attached)
2	70	To have successfully completed 3 to 4 <u>projects</u> of a similar nature over the last 10 years (Letters of Award, and completion letters to be attached)
3	90	To have successfully completed 5 to 6 <u>projects</u> of a similar nature over the last 10 years (Letters of Award, and completion letters to be attached)
4	100	To have successfully completed 7+ <u>projects</u> of a similar nature over the last 10 years (Letters of Award, and completion letters to be attached)

#### Evaluation Schedule Two Contracts Manager Experience

		2) Criterion: Tenderer's Experience of Key Staff
0	0	No information provided OR submission of no substance / irrelevant information provided OR less than 2 years' experience with no Relevant accredited diploma / degree, and Professional registered as Technologist/Engineer.
1	40	Minimum 2 years' experience, Relevant accredited diploma / degree, and Professional registered as Technologist/Engineer.
2	70	Minimum 3 years' experience, Relevant accredited diploma / degree, and Professional registered as Technologist/Engineer.
3	90	Minimum 5 years' experience, Relevant accredited diploma / degree, and Professional registered as Technologist/Engineer.
4	100	Minimum 8 years' experience, Relevant accredited diploma / degree, and Professional registered as Technologist/Engineer.

**Evaluation Schedule Three Tender's Plant**

Level	pts	3) Criterion: Tenderer's Plant
0	0	No Submission or Submission of no substance / irrelevant information provided
1	40	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 sludge Disposal permit Or letter of undertaking.
2	70	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 sludge Disposal permit Or letter of undertaking.
3	90	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
4	100	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 4 Bakkie/Pick-up Truck To have successfully provided proof of ownership/intention to hire or lease for 4 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	Pts	4) Criterion: Methodology, and Quality control
0	0	No response/ no documents submitted
1	40	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.
2	70	The approach is tailored to address the specific project objectives and methodology.  The approach adequately deals with the critical characteristics of the project.  The project plan and manner in, which risk and quality control are to be managed are tailored to the key aspects of the project.
3	90	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 manner in, which risk and quality control are to be managed are tailored to the key aspects of the project.
4	100	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 approach paper details ways to improve the project outcomes and the quality of the outputs

### **F.3.13 Acceptance of tender offer:**

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

- (a) The tenderer submits a valid Tax Clearance Certificate OR Tax Compliance Status PIN, issued by the TCS System of the South African Revenue Services, or has made arrangements to meet outstanding tax obligations;
- (b) The tenderer is registered, and “Active”, with the Construction Industry Development Board, at time of tender closing, in an appropriate contractor grading designation;
- (c) The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- (d) The tenderer has not:
  - Abused the Employer’s Supply Chain Management System; or
  - Failed to perform on any previous contract and has been given a written notice to this effect;
- (e) The tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the employer or potentially compromise the tender process;
- (f) The tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;
- (g) 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.
- (h) If this tender is subject to “Local Content and Production”, the tenderer must complete and sign MBD 6.2 and attach Annexure C (of SATS 1286:2011).
- (i) The Municipality does not bind itself to accept the lowest or any tender. It reserves the right to accept the whole or any part of a tender to place orders. Bidders shall not bind the Municipality to any minimum quantity per order. The successful Tenderer (s) shall be bound to provide any quantities stipulated in the specification.

### **F.3.15 Complete adjudicator’s contract:**

Refer to the **General Conditions of Contract** and the **Contract Data**.

### **F.3.17 Copies of contract:**

The number of paper copies of the signed contract to be provided by the Employer is **ONE (1)**. Bidders are required to submit a SOFT COPY of their complete tender submission saved onto a memory stick alongside their hard copy submission.

**The additional conditions of tender are:**

**ACT.1 Appeals**

In terms of Regulation 49 of the Municipal Supply Chain Management Regulations persons aggrieved by decisions or actions taken by the Municipality, may lodge an appeal within 14 days of the decision or action, in writing to the Municipality. All appeals (clearly setting out the reasons for the appeal) and queries with regard to the decision of award are to be directed to:

The City Manager

Attention Ms S. Pillay

eMail: [Simone.Pillay@durban.gov.za](mailto:Simone.Pillay@durban.gov.za)

P O Box 1394

DURBAN, 4000

**ACT.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.

**ACT.3 Code of Conduct and Local Labour**

The Tenderers shall make themselves familiar with the requirements of the following policies that are available on web address: <ftp://ftp.durban.gov.za/cesu/StdContractDocs/>:

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

**ACT.4 Subcontracting as Condition of Contract**

The tenderer will be required to sub-contract a minimum of 50% of the contract value to 51% Black owned enterprises from the targeted groups who fall within the following categories:

- People with Disability (PWD),
- Military Veterans,
- Youth and
- Women

Black-owned enterprise must be from persons who are from the Priority Population Group in the specific ward as defined in eThekweni Municipality Supply Chain Management Policy. The service provider must ensure that at least 30% of the monthly contract be outsourced to priority groups.

Any bidder not meeting this requirement will be considered non-responsive & accordingly the bid will be disqualified.

A CPG implementation Plan must be submitted together with this tender, demonstrating how the bidding entity intends Implementing and managing CPG.

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**PART T2: RETURNABLE DOCUMENTS**  
**T2.1: LIST OF RETURNABLE DOCUMENTS**

**T2.1.1 General**

The Tender Document must be submitted as a whole. All forms must be properly completed as required, and the document shall not be taken apart or altered in any way whatsoever.

The Tenderer is required to complete each and every Schedule and Form listed below to the best of his 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 not responsive.

**T2.1.2 Returnable Schedules, Forms and Certificates**

**Company Specific**

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Declaration of Municipal Fees	17
Compulsory Enterprise Questionnaire	18
Tax Compliance Status PIN / Tax Clearance Certificate	20
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**Consolidated MBD Documents**

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MBD5: Declaration For Procurement Above R10 Million	
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### **T2.1.3 Preferential Procurement Schedules and Affidavits**

In the event of the Tenderer not being registered with the eThekweni Municipality, the tenderer must register on the internet at [www.durban.gov.za](http://www.durban.gov.za) by following these links:

- eThekweni Municipality
  - City Government
    - Administration
      - Administrative Clusters
        - Finance
          - Supply Chain Management
            - Accredited Supplier and Contractor's Database.

#### **NOTES**

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

### **T2.2: RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES**

The returnable schedules, forms, and certificates as listed in T2.1.2 can be found on the pages [15](#) to [42](#).

**CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING / SITE INSPECTION**

This is to certify that:

(tenderer name) .....

of (address) .....

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

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

**Particulars of person(s) attending the meeting:**

Name: ..... Name: .....

Signature: ..... Signature: .....

Capacity: ..... Capacity: .....

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

Name: .....

Signature: .....

Date: .....



## **CERTIFICATE OF AUTHORITY**

Indicate the status of the tenderer by ticking the appropriate box hereunder.

<b>COMPANY</b>		<b>CLOSE CORPORATION</b>		<b>PARTNERSHIP</b>		<b>JOINT VENTURE</b>		<b>SOLE PROPRIETOR</b>	
Refer to Notes at the bottom of the page									

I / We, the undersigned, being the Chairperson (Company), Member(s) (Close Corporation), Partners (Partnership), Sole Owner (Sole Proprietor), Lead Partner (JV), in the company / business trading as:

.....

hereby authorise Mr/Mrs/Ms .....

acting in the capacity of .....

to sign all documents in connection with the tender for **Contract No. WS 7548** and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

## **Notes**

The following documents must be attached to the back inside cover to this procurement document:

If a Company : a "Resolution of the Board" in this regard.

If a Joint Venture : a "Power of Attorney" signed by the legally authorised signatories of all the partners to the Joint venture.

## **DECLARATION OF MUNICIPAL FEES**

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:

Account

Account Number: to be completed by tenderer.

Consolidated Account No.

--	--	--	--	--	--	--	--	--	--	--	--	--

Electricity

--	--	--	--	--	--	--	--	--	--	--	--	--

Water

--	--	--	--	--	--	--	--	--	--	--	--	--

Rates

--	--	--	--	--	--	--	--	--	--	--	--	--

JSB Levies

--	--	--	--	--	--	--	--	--	--	--	--	--

Other

--	--	--	--	--	--	--	--	--	--	--	--	--

Other

--	--	--	--	--	--	--	--	--	--	--	--	--

I acknowledge that should the aforesaid Municipal charges fall into arrears, the Municipality may take such remedial action as is required, including termination of any contract, and any payments due to the Contractor by the Municipality shall be first set off against such arrears. ATTACHED, to the back inside cover of this document, please find copies of the above account's and or agreements signed with the municipality.

- 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 must be attached (to the back inside cover of this document).
- Where the tenderer's Municipal Accounts are part of their lease agreement, then a copy of the agreement, or official letter to that effect is to be attached (to the back inside cover of this document).

NAME : .....

(Block Capitals)

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

DATE: .....

## **COMPULSORY ENTERPRISE QUESTIONNAIRE**

The following particulars must be furnished. In the case of a joint venture, a separate questionnaire in respect of each partner must be completed and submitted.

- 1) **Name of enterprise:** .....
- 2) **VAT registration number, if any:** .....
- 3) **CIDB registration number, if any:** .....
- 4) **Particulars of sole proprietors and partners in partnerships**

Full Name	Identity number*	Personal income tax number *

\* Complete only if a sole proprietor or partnership and attach separate page if more than 3 partners

### 5) **Particulars of companies and close corporations**

Company registration number, if applicable: .....

Close corporation number, if applicable: .....

Tax Reference number, if any: .....

### 6) **Record in the service of the state**

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                |   |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            |   |
| <input type="checkbox"/> an official of any municipality or municipal entity                   | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

Insert separate page if necessary

7) **Record of spouses, children and parents in the service of the state**

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                |   |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            |   |
| <input type="checkbox"/> an official of any municipality or municipal entity                   | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

Insert separate page if necessary

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my/our tax matters are in order;
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercise, 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 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 bidders 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.

Signed ..... Date .....

Name ..... Position .....

Enterprise Name .....

---

**TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE**

Reference is made to F.2.23 of the Conditions of Tender.

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

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

**Tenderers are to attach to this page a printout of their Tax Compliance Status PIN (TCS PIN) OR an original Tax Clearance Certificate.**

NAME : ..... (Block Capitals)

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

### **B-BBEE STATUS LEVEL OF CONTRIBUTION CERTIFICATE**

Reference is made to F.2.23 of the Conditions of Tender.

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.

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.

The requirements are summarised in the following table:

Enterprise Type	Total Annual Revenue (R million)	Ownership and Annual Turnover
EME: Built Environment Professional	< R1.8m	May present an <b>affidavit</b> OR a <b>certificate</b> issued by the CIPC OR authorised <b>B-BBEE verification certificate</b> (as below)
EME: Contractor	< R3.0m	
Reference should be made to Cl.3.6.2.4.1 of the Amended Construction Sector Code regarding the above exceptions.		
EME: Built Environment Professional	< R6m	Must present an authorised <b>B-BBEE verification certificate</b> by a SANAS accredited Verification Agency
EME: Contractor	< R10m	
QSE: Built Environment Professional	≥ R6.0m and < R25m	
QSE: Contractor	≥ R10.0m and < R50m	
Large Enterprise	>R50m	

The requirements for measurement of Joint Ventures is described in Cl.2.8 of the Amended Construction Sector Code. The compilation of a consolidated verification certificate is required.

**Tenderers are to attach to this page an affidavit, or a B-BEEE certificate issued by an authorised SANAS accredited Verification Agency.**

NAME : ..... (Block Capitals)

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

## **VERIFICATION OF CIDB REGISTRATION AND STATUS**

Reference is made to F.2.23 of the Conditions of Tender.

Clause F.2.1.1 of the Conditions of Tender – “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, for a **CE or GB** class of construction work.

**Tenderers are to attach to this page a printout of their registration with the CIDB**, as obtained from the CIDB website <https://registers.cidb.org.za/PublicContractors/ContractorSearch>. The date of obtaining the printout is to be indicated on the printout.

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

Home

Contractor Detail

Print

Contractor Detail

CRS Number: Type of Enterprise:

Contractor Name: Registration Date:

Trading Name: Expiry Date:

Status:

Contractor Grades

Grade:

Back

Copyright © cidb 2011. All rights reserved  
[Website technical enquires contact](#)

01/01/2017

NAME : ..... (Block Capitals)

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


## **CSD REGISTRATION REPORT**

Reference is made to F.2.23 of the Conditions of Tender.

Clause F.2.1 of the Conditions of Tender – “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.

**Tenderers are to attach to this page a printout of their CSD Registration Report**, as obtained from the National Treasury’s CSD website <https://secure.csd.gov.za/Account/Login>. The date of obtaining the printout is to be indicated on the printout.

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

 <b>CENTRAL SUPPLIER DATABASE</b> FOR GOVERNMENT	Report Date:
	Report Ran By:

<b>CSD REGISTRATION REPORT</b>	
--------------------------------	--

<b>SUPPLIER IDENTIFICATION</b>			
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			

NAME : ..... (Block Capitals)

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



**AUDITED FINANCIAL STATEMENTS**

## **CONSOLIDATED MUNICIPAL BIDDING DOCUMENTS**

**The following SECTIONS are required to be completed as part of this procurement document**

<b><u>Section</u></b>	<b><u>Description</u></b>	<b><u>Required?</u></b>
<b>A</b>	General Enterprise Information .....	<b>Yes</b>
<b>B</b>	MBD2: Tax Clearance Certificate Requirements .....	<b>Yes</b>
<b>C</b>	MBD4: Declaration of Interest .....	<b>Yes</b>
<b>D</b>	<b>MBD5: Declaration for Procurement Above R10 Million</b> .....	<b>Yes</b>
<b>E</b>	MBD6.1: Preference Points Claim Form ITO the Preferential Regulations .....	<b>Yes</b>
<b>F</b>	<b>MBD6.2: Declaration Certificate for Local Production and Content for Designated Sectors</b> .....	<b>No</b>
<b>G</b>	MBD8: Declaration of Bidder's Past SCM Practices .....	<b>Yes</b>
<b>H</b>	MBD9: Certificate of Independent Bid Determination .....	<b>Yes</b>
<b>I</b>	Confirmations, Authorities, Certifications, Acknowledgements and Signatures .....	<b>Yes</b>

### **NOTES**

- MBD4. MSCM Regulations: **"in the service of the state"** means to be:
- (a) a member of –
    - (i) any municipal council;
    - (ii) any provincial legislature; or
    - (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; or
  - (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.
- MBD9. 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.

<u>Ref</u>	<u>Description</u>	<u>Complete or Circle Applicable</u>
------------	--------------------	--

**SECTION A: GENERAL ENTERPRISE INFORMATION**

1.0 Full Name of bidder or his or her representative

1.1 ID Number of bidder or his or her representative

1.2 Position occupied in the enterprise

2.0 Name of enterprise:

2.1 Tax Reference number, if any:

2.2 VAT registration number, if any:

2.3 CIDB registration number, if any:

2.4 Company registration number, if applicable:

2.5 Close corporation number, if applicable:

2.6 Supplier reference number (PR), if any:

2.7 South African Revenue Service Tax Compliance  
Status PIN:

2.8 National Treasury Central Supplier Database  
registration number

3.0 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			

Ref	Description	Complete or Circle Applicable
-----	-------------	-------------------------------

## **SECTION B: MBD 2: TAX CLEARANCE CERTIFICATE REQUIREMENTS**

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1.0 In order to meet this requirement bidders are required to complete the TCC 001: "Application for a Tax Clearance Certificate" form and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2.0 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3.0 The original Tax Clearance Certificate must be submitted together with the bid (attached to the inside back cover of this procurement document). Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4.0 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5.0 Copies of the TCC 001: "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
- 6.0 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).
- 7.0 Notwithstanding Clauses 1.0 to 6.0 above: Since 18 April 2016, SARS has introduced a new Tax Compliance Status System (TCS). As part of this enhanced system, tenderers can now submit a Tax Compliance Status PIN instead of an original Tax Clearance Certificate (TCC). This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status. This number, if available, is to be entered in Item 2.7 of Section A of these consolidated Municipal Bidding Documents.  
For further particulars please contact your nearest SARS branch, or call the SARS Contact Centre on 0800 00 7277, or log onto SARS eFiling.

## **SECTION C: MBD 4: DECLARATION OF INTEREST**

**No bid will be accepted from persons "in the service of the state"**. 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. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

1.0	Are you presently in the service of the state?	YES	NO
	If yes, furnish particulars: .....		
2.0	Have you been in the service of the state for the past twelve months?	YES	NO
	If yes, furnish particulars: .....		
3.0	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: .....		
4.0	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: .....		
5.0	Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?	YES	NO
	If yes, furnish particulars: .....		
6.0	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: .....		
7.0	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: .....		
8.0	The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers are indicated in <b>SECTION A</b> of these Consolidated Municipal Bidding documents.		

Ref	Description	Complete or Circle Applicable	
<b>SECTION D: MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)</b>			
For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire.			
1.0	Are you by law required to prepare annual financial statements for auditing? If YES, you will be required to submit audited annual financial statements (on request during the tender evaluation period) for the past three years or since the date of establishment if established during the past three years.	YES	NO
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? 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. If YES, provide particulars on a letterhead. (Attach this letter to the back inside cover of this procurement document).	YES	NO
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? If YES, provide particulars on a letterhead. (Attach this letter to the back inside cover of this procurement document).	YES	NO
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? If YES, provide particulars on a letterhead. (Attach this letter to the back inside cover of this procurement document).	YES	NO

<b>SECTION E: MBD 6.1: PREFERENCE POINTS CLAIM ITO THE PREFERENTIAL REGULATIONS</b>		
Preference points for this tender shall be awarded as per the Tender Data and the Preferential Procurement Regulations (2017). Failure on the part of a tenderer to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Sworn Affidavit for an EME, or sworn affidavit for a QSE (in line with the revised BBBEE codes of Good Practice), together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed. The Employer reserves the right to require of a tenderer, 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 Employer.		
1.0	B-BBEE Status Level of Contribution claimed:	
	Will any portion of the contract be sub-contracted?	YES NO
	If YES, indicate:	
	(i) what percentage of the contract will be subcontracted?	
	(ii) the name of the sub-contractor?	
	Name: .....	
	(iii) the B-BBEE status level of the sub-contractor?	
2.0	(iv) whether the sub-contractor is an EME?	YES NO
The undersigned, certify that the B-BBEE status level of contribution indicated in paragraph 1.0 above qualifies the company / firm for preference points and acknowledges that the remedies as per Clause 14 of the Preferential Procurement Regulations (2017) shall apply.		

<b>SECTION F: MBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS</b>	
This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably). Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].	
1.0	General Conditions
1.1	Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
1.2	Regulation 8.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
1.3	Where necessary, for bids referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
1.4	A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

Ref	Description	Complete or Circle Applicable								
1.5	<p>The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:</p> $LC = [1 - x / y] * 100$ <p>Where: x is the imported content in Rand y is the bid price in Rand excluding value added tax (VAT).</p> <p>Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.</p> <p>The SABS approved technical specification number SATS 1286:2011 is accessible on <a href="http://www.thedti.gov.za/industrial%20development/ip.jsp">http://www.thedti.gov.za/industrial development/ip.jsp</a> at no cost.</p>									
1.6	<p>A bid may be disqualified if –</p> <p>(a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and</p> <p>(b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.</p>									
2.0	Definitions									
2.1	“bid” includes written price quotations, advertised competitive bids or proposals;									
2.2	“bid price” price offered by the bidder, excluding value added tax (VAT);									
2.3	“contract” means the agreement that results from the acceptance of a bid by an organ of state;									
2.4	“designated sector” means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;									
2.5	“duly sign” means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).									
2.6	“imported content” means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;									
2.7	“local content” means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;									
2.8	“stipulated minimum threshold” means that portion of local production and content as determined by the Department of Trade and Industry; and									
2.9	“sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.									
3.0	<p>The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:</p> <table border="1"> <thead> <tr> <th>Description of services, works or goods</th> <th>Stipulated minimum threshold</th> </tr> </thead> <tbody> <tr> <td>.....</td> <td>..... %</td> </tr> <tr> <td>.....</td> <td>..... %</td> </tr> <tr> <td>.....</td> <td>..... %</td> </tr> </tbody> </table>	Description of services, works or goods	Stipulated minimum threshold	.....	..... %	.....	..... %	.....	..... %	
Description of services, works or goods	Stipulated minimum threshold									
.....	..... %									
.....	..... %									
.....	..... %									
4.0	Does any portion of the services, works or goods offered have any imported content?	<table border="1"> <tr> <td>YES</td> <td>NO</td> </tr> </table>	YES	NO						
YES	NO									
4.1	<p>If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.</p> <p>The relevant rates of exchange information is accessible on <a href="http://www.reservebank.co.za">www.reservebank.co.za</a>.</p> <p>Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):</p> <p>US Dollar: <input type="text"/> Pound Sterling: <input type="text"/> Euro: <input type="text"/> Yen: <input type="text"/> Other: <input type="text"/></p> <p>NB: Bidders must submit proof of the SARB rate (s) of exchange used.</p>									
5.0	Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?	<table border="1"> <tr> <td>YES</td> <td>NO</td> </tr> </table>	YES	NO						
YES	NO									
5.1	<p>If yes, provide the following particulars:</p> <p>(a) Full name of auditor: .....</p> <p>(b) Practice number: ..... (c) Telephone number: ..... Cell number: .....</p> <p>(d) Email address: .....</p> <p>(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)</p>									
6.0	Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.									

**LOCAL CONTENT DECLARATION**  
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (Close Corporation, Partnership or Individual)

IN RESPECT OF BID No: .....

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity)

NB 1 - The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

NB 2 - Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned in Section H of these Consolidated MBD returnable questionnaires ( comprising 8 pages), do hereby declare the following:

- (a) The facts contained herein fall within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
  - (ii) the declaration templates have been audited and certified to be correct.

- (c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

• Bid price, excluding VAT (y) .....	R
• Imported content (x), as calculated in terms of SATS 1286:2011 .....	R
• Stipulated minimum threshold for local content (paragraph 3 above).....	%
• Local content %, as calculated in terms of SATS 1286:2011 .....	%

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

**SECTION G: MBD8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

This Municipal Bidding Document must form part of all bids invited. 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.

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; or
- 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).

In order to give effect to the above, the following questions must be answered.

1.0 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 ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.  If yes, furnish particulars: .....	YES	NO
2.0 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 ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) by clicking on its link at the bottom of the home page. If yes, furnish particulars: .....	YES	NO

3.0	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? If yes, furnish particulars: .....	YES	NO
4.0	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? If yes, furnish particulars: .....	YES	NO
5.0	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? If yes, furnish particulars: .....	YES	NO

#### **SECTION H: MBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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).<sup>2</sup> Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.

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:

- take all reasonable steps to prevent such abuse;
- 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
- 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.

The following 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.

In order to give effect to the above, the following Certificate of Bid Determination must be completed and submitted with the bid. The undersigned, in submitting the accompanying bid, in response to the invitation for the bid do hereby make the following statements that I certify to be true and complete in every respect:

- I have read and I understand the contents of this Certificate;
- I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 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;
- 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:
  - has been requested to submit a bid in response to this bid invitation;
  - could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
- 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 consortium<sup>3</sup> will not be construed as collusive bidding. (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.
- In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - prices;
  - geographical area where product or service will be rendered (market allocation);
  - methods, factors or formulas used to calculate prices;
  - the intention or decision to submit or not to submit, a bid;
  - the submission of a bid which does not meet the specifications and conditions of the bid;
  - bidding with the intention not to win the bid.
- 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.
- 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.

**SECTION I: CONFIRMATIONS, AUTHORITIES, CERTIFICATIONS, ACKNOWLEDGEMENTS and SIGNATURES**

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

- 1.0 Confirms that the contents of these Consolidated MBD returnable questionnaires (comprising 8 pages) fall within my personal knowledge and are to the best of my Knowledge and belief, both true and correct;
- 2.0 Confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercise, 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;
- 3.0 Confirms that no partner, member, director or other person, who wholly or partly exercise control over the enterprise, has within the last five years been convicted of fraud or corruption;
- 4.0 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 bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- 5.0 Certify that the B-BBEE status level of contribution indicated in Section E.1: Item 1.0 qualifies the enterprise for preference points and acknowledges that the remedies as per Clause 14 of the Preferential Procurement Regulations (2017) shall apply. In the event of a contract being awarded as a result of points claimed, the enterprise may be required to furnish documentary proof to the satisfaction of the employer that the claims are correct;
- 6.0 Accept that, in addition to cancellation of a contract, action may be taken against me should these declarations prove to be false.

Signed ..... Date .....

Name ..... Position .....

Refer to Clause F3.11.9 for Functionality Points evaluation prompts (if applicable).

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

[illegible]

(Block Capitals)

DATE: .....

---

**PROPOSED ORGANISATION and STAFFING**

Refer to Clause F3.11.9 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 his / her 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.

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

NAME : ..... (Block Capitals)

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

## **KEY PERSONNEL**

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel (Contract's Manager, 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
Project Managers		
Quality Control and Safety Personnel		
Foreman		
Artisans and other Skilled workers		
Plant Operators		
Unskilled Workers		
Others:.....		
.....		

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

NAME : ..... (Block Capitals)

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

## **EXPERIENCE OF KEY PERSONNEL**

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

- 1) General experience (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

NAME : ..... (Block Capitals)

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

Refer to Clause F3.11.9 for Functionality Points evaluation prompts (if applicable).

[illegible][illegible]

NAME : ..... (Block Capitals)

## T2: Returnable Documents

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## **METHODOLOGY, AND QUALITY CONTROL**

Refer to Clause F3.11.9 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 his / her Construction Methodology and Quality Control information to this page.**

NAME : ..... (Block Capitals)

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

The following firms have been identified as possible subcontractors for work in this contract.

[illegible]

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



## **PLANT and EQUIPMENT**

Refer to Clause F3.11.9 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.

NAME : ..... (Block Capitals)

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

---

**CONTRACTOR'S HEALTH AND SAFETY PLAN**

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 **Part C.3: Project Specification**. A generic plan will not be acceptable.

NAME : ..... (Block Capitals)

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

## **CONTRACTOR'S HEALTH AND SAFETY DECLARATION**

Refer to Clause F3.11.9 for Functionality Points evaluation prompts (if applicable).

In terms of Clause 5(1)(h) of the OHSA 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 OHSA 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 OHSA 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

- |   |               |
|---|---------------|
| (a) From my own competent resources as detailed in 4(a) hereafter:  | <b>YES NO</b> |
| (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: | <b>YES NO</b> |
| (c) From outside sources by appointment of competent specialist Subcontractors as detailed in 4(c) hereafter:           | <b>YES NO</b> |

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) List the 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 hereby undertake, if my 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 confirm that copies of my 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 hereby confirm that adequate provision has been made in my 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 agree that my failure to complete and execute this declaration to the satisfaction of the Client will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014, and accept that my tender will be prejudiced and may be rejected at the discretion of the Client.

NAME : .....

(Block Capitals)

SIGNATURE : .....

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

DATE: .....

---

**JOINT VENTURES AGREEMENTS**

Joint Venture agreement and Power of Attorney Agreements to be attached here (if applicable).

### **RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

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

NAME : ..... (Block Capitals)

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

## **AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES**

**(This is not an invitation for amendments, deviations or alternatives** but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

I / We herewith propose the amendments, alternatives and discounts as set out in the tables below:

### **(a) AMENDMENTS**

<b>PAGE, CLAUSE OR ITEM NO</b>	<b>PROPOSED AMENDMENT</b>

- (1) *Amendments to the General and Special Conditions of Contract are not acceptable;*  
 (2) *The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.*

### **(b) ALTERNATIVES**

<b>PROPOSED ALTERNATIVE</b>	<b>DESCRIPTION OF ALTERNATIVE</b>

- (1) *Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.*  
 (2) *In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.*  
 (3) *Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.*

### **(c) DISCOUNTS**

<b>ITEM ON WHICH DISCOUNT IS OFFERED</b>	<b>DESCRIPTION OF DISCOUNT OFFERED</b>

- (1) *The Tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer will be prejudiced.*

NAME : ..... (Block Capitals)

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

**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: **WS 7548**

Contract Title: **Managing Contractors for the desludging, disposing and emptying of on-site sanitation toilets within the eThekweni Municipality areas for a period of 36 months.**

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

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

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

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

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

**For the Tenderer:**

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

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

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

**Capacity (of Signatory)** : .....

**Address** : .....

: .....

**Cell phone** : .....

**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 fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

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

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

**Capacity** (*of Signatory*) : .....

**Name of Employer** (*organisation*) : .....

**Address** : .....

**Witness:**

**Signature** : ..... **Date** : .....

**Name**(*in capitals*) : .....

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

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

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

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

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

**FOR THE TENDERER**

**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 3<sup>rd</sup> 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](mailto: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:  
**WATER AND SANITATION UNIT : Project Executive: Special Projects .**

1.2.1.2 The address of the Employer is:  
Physical: **3 Prior Road, DURBAN, 4001**  
Postal: **P O Box 680, DURBAN, 4000**  
Telephone: **031-311 8927 (t)**  
Fax: **N/A**  
E-Mail: **[Siphesihle.mncube@durban.gov.za](mailto:Siphesihle.mncube@durban.gov.za)**

1.1.1.16 The **name of the Employer's Agent** is **Siphesihle Mncube - Pr. Tech Eng**

1.2.1.2 The address of the Employer' Agent is:  
Physical: **3 Prior Road, DURBAN, 4001**  
Postal: **P O Box 680, DURBAN, 4000**  
Telephone: **031 311 8972 (t)**  
Fax: **N/A**  
E-Mail: **[Siphesihle.mncube@durban.gov.za](mailto:Siphesihle.mncube@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.**

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)**

5.3.2 The **time to submit the documentation** required before commencement with Works is **28 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.”

5.4.2 The access and possession of Site shall not be exclusive to the Contractor but as set out in the Site Information.

5.8.1 The **non-working days** are **Saturdays and** 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 is **R 2500** (per Day).

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 **10 Years**.

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 Labour, Plant, and Materials shall be based on **December 2016 = 100**.
- The Index for Fuel shall be based on **December 2020 = 100**.
- The Index shall be based on **December 2020 = 100**.

- "L" is the "Labour Index"
- "P" is the "Contractor's Equipment Index"
- "M" is the "Materials Index"
- "F" is the "Fuel Index"

STATS SA Statistical Release	Table	Description	Coefficient
P0141	Table A	Geographic Indices; CPI per Province; Kwa-Zulu Natal	a = 0.28
P0151.1	Table 4	Plant and Equipment	b = 0.28
P0151.1	Table 6	Civil Engineering Material (excluding bitumen)	c = 0.38
P0142.1	Table 1	Coke, petroleum, chemical, rubber and plastic products; Coal and petroleum products; Diesel	d = 0.06

6.10.1.5 The **percentage advance** on materials not yet built into the Permanent Works is **80%**.

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).

8.6.1.3 The limit of indemnity for **liability insurance**: **R 10 000 000**.

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: **Nil**
- 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: **Nil**

**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: **Nil**.
- Maximum first excess: **Nil**.

**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."

10.7.1 **Failing ad-hoc adjudication, the determination of disputes shall be by arbitration.**

**C1.2.2.2 DATA TO BE PROVIDED BY CONTRACTOR**

1.1.1.9 The legal name of Contractor is:

.....

.....

.....

.....

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 affected Wards**. 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 CONTRACTOR PARTICIPATION GOAL (CPG)**

It is a condition of contract that the contractor must allow for a minimum of **50%** of the contract value (excluding PC Sum items and Fixed Cost allowances) to be subcontracted to contractors who are 51% Black Owned. Proof of payment to the subcontractors will be required to verify that the minimum has been achieved.

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

<b>Level 1</b> Unknown	<b>Level 2</b> No Schooling	<b>Level 3</b> Grade 1-3	<b>Level 4</b> Grade 4	<b>Level 5</b> Grade 5-6
<b>Level 6</b> Grade 7-8	<b>Level 7</b> Grade 9	<b>Level 8</b> Grade 10-11	<b>Level 9</b> Grade 12	<b>Level 10</b> Post Matric
<b>Category A:</b> Employed as Local Labour for this contract only <b>Category B:</b> Temporarily employed by the Contractor <b>Category C:</b> Permanently employed by the Contractor				

- Category of Employment

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**

The Contractor shall be subjected to "Performance Monitoring" assessments in terms of the applicable Section of the Employer's Supply Chain Management Policy.

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

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**C1.2.3.7    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.

## **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 F.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**

<b>Project Title</b>		<b>Managing Contractors for the desludging, disposing and emptying of on-site sanitation toilets within the eThekweni Municipality areas for a period of 36 months</b>			
<b>Contract No.</b>		<b>WS0000</b>			
<b>Item</b>	<b>Item Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
<b>1</b>	<b>FIXED COSTS (MAX. 10% OF CONTRACT VALUE)</b>				
1.1	Establishment on all sites	Sum	1		
1.2	Removal of Site Establishment	Sum	1		
<b>2</b>	<b>TIME BASED COSTS</b>				
2.1	Provisional Sum for CLO costs:	Sum			R 2 000 000.00
2.2	Provisional Sum for desludging	Sum			R 25 000 000.00
2.3	% Markup for 2.1 above	Month	%		
2.4	% Markup for 2.2 above	Month	%		
<b>3.</b>	<b>SLUDGE VOLUME BASED ITEMS</b>				
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 <sup>3</sup>	Rate Only		
3.2	Payment for evacuation of Dry Pit Toilet and transporting sludge to pick-up point, including processing through Waste Treatment Site and transport to Sewer Plant to a maximum one-way distance of 80km,	M <sup>3</sup>	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 80 km,	M <sup>3</sup>	Rate Only		
<b>4.</b>	<b>GENERAL ITEMS</b>				
4.1	Employment Medicals for 1000 workers over 36 Months	P. Sum	1	R 1 000 000.00	R 1 000 000.00
4.2	% Markup for 4.1 above	Month	%		
<b>SUBTOTAL EXCLUDING VAT</b>					
<b>VALUE ADDED TAX (15%)</b>					
<b>TOTAL INCL. VAT (CARRIED FORWARD TO FORM OF OFFER</b>					

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**PART C3: SCOPE OF WORK**

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### **C3.1: SCOPE OF CONTRACT AND PROJECT SPECIFICATIONS**

#### **C3.1.1 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 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,
- The transport of the sludge to the relevant designated disposal sites, • The operation and management of the Waste Treatment Sites,
- Cleaning up and making good of the disposal site.

#### **C3.1.2 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 toilet emptying service and the pit emptying crews are exposed to as small 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: The amount of sludge estimated to be deposited in;

- a) VIP Toilets are between 10 000m<sup>3</sup> and 15 000m<sup>3</sup> per annum, for approximately 10 000 toilets per annum,
- b) UD Toilets between 30 000m<sup>3</sup> and 45 000m<sup>3</sup> per annum for approximately 30 000 toilets per annum,
- c) Schools between 50 000m<sup>3</sup> and 80 000m<sup>3</sup> per annum and
- d) Other waste vertical pits which include but not limited to non-improved pits, private institutions, septic tanks (dry/wet sludge), estimated to 100 000m<sup>3</sup> per annum.

eThekweni Municipality has acquired the use of designated approved Waste Treatment Site which separate the trash (from hereon called the detritus) from the evacuated material and process the remaining material into a low-grade fertiliser. The designated Treatment System 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 Waste Treatment Sites, "wet" sludge, will need to be removed by tanker for disposal also at the designated eThekweni Water and Sanitation Wastewater Treatment Works to be identified by the employer representative.

This Contract, in the main, is for emptying Waste Pits, transporting the evacuated material to designated approved Waste Treatment Site for disposal. 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 Waste Pit emptying service and the larger community where necessary.

The intention of this Contract is for the Municipality to enter a contractual relationship with where possible 4 (four) 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.

### **C3.1.3 GENERAL OPERATIONS MANAGEMENT**

#### **General Operation Co-ordination**

The contract will be carried out under the auspices of the Engineer and his team. The Engineer will liaise with the Service Provider's Site 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 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 be contactable when work is being undertaken, shall be experienced in the type of work to be undertaken and shall not be involved with any other projects. He will be required to actively assist with the supervision and organization of the work and will be directly responsible for ensuring that the instruction of the Employer is 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 Waste Pit evacuation, with the estimated number of pits, will be provided to the Service provider by the Employer's Agent on a monthly or weekly basis. The Engineer and his team will ratify which Pits are wet pits requiring to be emptied by tanker for disposal, which are dry pits requiring processing by a Waste Treatment Site 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 the Pits by hand or tanker whichever the case may be and transport the waste in sealed containers to the designated Treatment System Plants. 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. The Employer will all the time coordinate the appointment of the EMEs.

### **C3.1.4 PRODUCTION CONSTRAINTS**

There are several factors which influence the productivity of a Waste Treatment Site, such as sludge moisture, charging efficiency, etc., but nominally each Waste Treatment Site can treat approximately one cubic meter of sludge per hour. In terms of the Waste Management Regulations, no more than 35 tons of a hazardous may be stored on each of the treatment Site at any given time. The Service Provider will program and manage the operation within these constraints.

### **C3.1.5 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 can then assign the pockets to area field teams. The CLO and his team may identify the waste pits that are not on the data base and, in rare cases may identify where VIP/UD may have been removed.



### **C3.1.6 WORKING IN POCKETS**

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

### **C3.1.7 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.

### **C3.1.8 EMPTY TOILETS**

In the unlikely event that the toilets 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.

### **C3.1.9 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.

### **C3.1.10 WASTE TREATMENT SITE OPERATION AND MANAGEMENT**

#### **1) Relationship to Waste Treatment Site and Service Provider**

The Service Provider has no direct formal legal relationship with the agent representative of the Waste Treatment Site. However, eThekweni Municipality does have a formal Agreement which binds the Municipality and its agents such as the Service Provider to certain conditions. In order to comply with the condition in their relationship eThekweni Municipality intends mirroring these conditions in this Contract.

#### **2) Consumables**

The consumables required to run, operate, clean and undertake minor maintenance of the Waste Treatment Site and Site, such as fuel, oil, cleaning materials, etc. need to be provided and supplied by the Service Provider at his cost.

#### **3) Maintenance and Abuse of Plant and Equipment**

Although the Waste Treatment Site and associated equipment employs robust technology, it is nevertheless required to be operated with diligence and care and care needs to be taken when

operating vehicles and other equipment around the Waste Treatment Site. Any direct or consequential loss due to abuse or damage shall be to the Service Provider's account.

4) **Storage of Equipment (both Municipal and Service Provider's)**

Small tool and equipment not associated with the Waste Water Treatment System may be stored on the Waste Water Treatment System Site, however this equipment must be stored separate from the Waste Treatment Site.

4) **Bagging and Loading Product**

The Service Provider will be responsible for weighing and bagging the processed sludge from the Waste Water Treatment System (the Product) and also for loading transport collecting the Product.

5) **Managing the Sludge Measurement**

Payment for the sludge emptying and processing will be done by volume delivered to the Waste Treatment Site. Keeping track of productivity and delivery from each EME team is the responsibility of the Service Provider, however the method needs to be approved by the Engineer. The actual measurement is to be taken by the Service Provider but will be ratified on an on-going basis, by the Purchaser's Agent and his team.

6) **Confidentiality.**

Information, including but not limited to written, pictorial or spoken, know-how or intellectual property, disclosed by the Waste Water Treatment System during the course of this Contract shall be treated as confidential, and it shall not be necessary for the Waste Water Treatment System to designate any Confidential Information so supplied, as confidential.

Unless specifically agreed to the contrary by the Waste Water Treatment System in writing, any Confidential Information supplied remains the sole property of the Waste Water Treatment System and the disclosure of such information shall not be interpreted to mean that the ownership of such Confidential Information has been surrendered by him.

The Service Provider shall safeguard any Confidential Information disclosed to it and it shall ensure that such Confidential Information is handled and stored with reasonable care so as to prevent any unauthorised disclosure thereof.

The Receiving party shall not be entitled to use the Confidential Information in any manner, form or adoption, except for the purpose as envisaged in this Contract.

The Service Provider may disclose Confidential Information disclosed to it by the Waste Treatment Site Service Provider to its Employees, representatives, agents, Contractors and associates, provided that the Service Provider shall ensure that its employees, representatives, agents, Contractors and associates are aware of and are bound by this duty of confidentiality, by ensuring if necessary that such persons sign a subsidiary confidentiality agreement, in terms of which the provisions of this Contract relating to confidentiality become binding on such third party.

Any improvements and/or additions to the Confidential Information, including but not limited to any Intellectual Property that may be created as a result of the collaboration with the Service

Provider; must be disclosed to the Waste Water Treatment System Service Provider and shall become the absolute property of the Waste Water Treatment System Service Provider, unless the parties agree to the contrary, and that such an agreement is recorded in writing and signed by all parties.

Confidential Information cannot be utilised for any other purpose unless a written consent is obtained from the Waste Water Treatment System Service Provider.

If it is uncertain whether any information is to be treated as confidential, the Service Provider shall treat it as such until written clearance is obtained from the Waste Water Treatment System Service Provider.

The provisions of this clause shall remain binding and effective on the parties, notwithstanding termination or expiry of this Contract.

### **C3.1.11 WASTE EVACUATION FROM THE PIT TOILET**

#### **1) 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.

#### **2) 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 freeboard below the soffit of the toilet slab.

#### **3) 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 System

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

#### 4) **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 Waste Water 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: o place the drums on the plastic sheet and fill drums, cleaning any spillage o 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.

#### 5) **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 0,5meter freeboard 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.
- 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.

6) **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

7) **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.

### **C3.1.12 WASTE TRANSFER FOR PROCESSING**

#### **1) 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 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.

#### **2) 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 offloaded 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.

#### **3) Traffic Safety**

All vehicles and operators shall comply with traffic laws, road ordinances, and environmental law at all time, 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.

#### **4) Transfer of Dry Sludge to Waste Water Treatment System**

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

#### **5) 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.

### **C3.1.13 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.

### **C3.1.14 SERVICE PROVIDER'S STAFF**

#### **1) 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
- Operational and Wastewater System team
- Waste sludge evacuation teams
- Drivers for local area teams
- Drivers for transport of sealed containers to the Wastewater Treatment
- System Plants
- Health and Safety Officer
- Health and Safety Representatives
- Assistants for loading and offloading of sludge from trucks at the transfer points and Waste Treatment Site.

Assistants for loading and offloading of sludge from trucks at the transfer points and Waste Treatment Site.

2) **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.

3) **Employment of Labour**

i) **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.

ii) **Employment of Local Labour and/or**

**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.

iii) **Business and Development Training for EMEs and Local Labour Team Leaders**

The Engineer 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.



**iv) 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.

**C3.1.15 ENVIRONMENT, HEALTH, HYGIENE AND SAFETY**

**1) 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](#)

**2) 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.

**3) 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 Waste Treatment Site 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.

**C3.1.16 MEASUREMENT**

**1) Measurement of Sludge**

Sludge will be measured by volume delivered.

**2) 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.

3) **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.

4) **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.

**C3.1.17 PAYMENT**

1) **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

2) **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.

3) **Removal of Site Establishment**

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

4) **Insurance Obligations**

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

5) **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.

6) **General Costs**

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

7) **Remuneration for CLO**

Ward based CLOs will be remunerated at the gazetted rate.

8) **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 m<sup>3</sup> of sludge from a dry Toilet Pit.

9) **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.

10) **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.

11) **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.

12) **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 SWWTW (paid for under separate item). The payment will include for the removal, placing in drums and transport to the pickup 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 pickup point, etc. This item will apply even when the tanker can extract directly from the Pit Toilet.

**C3.1.18 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.

**C3.1.19 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 purchaser 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.

**C3.1.20 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 into 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 Table1 below

**Table1: 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 be not be shared between workers. If any them 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 be 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.)
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**

<ul style="list-style-type: none"> <li>• Shower</li> <li>• Toilet</li> <li>• Facilities for washing boots and tools (contained area with running water and drain)</li> <li>• Facilities for washing and drying clothes (basins, covered washing line and clothes pegs)</li> <li>• Facilities for separate storage of each workers street clothing and PPE (e.g bins or plastic bags on hooks) and for teams</li> <li>• Facilities for cleaning vehicle (e.g. paved area with drain that can be washed down)</li> <li>• Hazardous waste disposal container for Equipment that is damaged or discarded</li> <li>• Facilities for storage equipment</li> </ul>
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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, masks, 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 eThekweni 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 ETHEKWINI 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 Purchaser's Agent.

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.

<b>TABLE 6: CLEANING CONTAMINATED EQUIPMENT</b>	
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.

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### **C3.3: STANDARD SPECIFICATIONS**

- C3.3.1** The Specifications on which this contract is based are the **eThekweni Municipality's (City of Durban) Standard Engineering Specifications (hereafter referred to as the Standard Engineering Specifications)**. This document is obtainable separately, and Tenderers shall obtain their own copies of the applicable Sections.

<b>Part</b>	<b>Description</b>	<b>Date of Issue</b>	
AB	General Specifications	July	1992
PS	Pump Stations: Sewage		

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### **C3.3.2      AMENDMENTS TO THE STANDARD SPECIFICATIONS**

#### **INTRODUCTION**

In certain clauses the standard, standardized and particular specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternative or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains additional specifications required for this particular contract.

The number of each clause and each payment item in this part of the project specifications consists of the **prefix PS** followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or payment item, which does not form part of a clause or a payment item in the standard specifications and which is included here, is also prefixed by PS, but followed by a new number which follows on the last clause or item number used in the relevant section of the standard specifications.

**PS AB      General Specifications**

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**C3.4: PARTICULAR SPECIFICATIONS**

In addition to the Standardized and Project Specifications the following Particular Specifications / Policies shall apply to this contract and are available on web address:

<ftp://ftp.durban.gov.za/cesu/StdContractDocs/>:

- C3.4.1      Part AH - OHSA 1993 Safety Specification  
(26 Pages)
- C3.4.2      Standard Environmental Management Plan for Civil Engineering Construction Works  
(24 Pages)

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**C3.5: CONTRACT AND STANDARD DRAWINGS**

**C3.5.1 CONTRACT DRAWINGS / DETAILS**

N/A

**C3.5.2 STANDARD DRAWINGS**

N/A

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**C3.6: ANNEXURES**

**C3.6.1      Not Applicable**

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**PART C4: SITE INFORMATION**

**C4.1 LOCALITY PLAN**

Not Applicable

**C4.2 CONDITIONS ON SITE**

Not Applicable

**C4.3 TEST RESULTS**

Not Applicable