



TENDER T 2023/23

OPERATION AND MANAGEMENT OF THE REGIONAL WASTE DISPOSAL FACILITY ON ERF 4014, WORCESTER

Closing date: 11:00 on Friday, 01 September 2023.

Name of Tenderer			
Postal Address		
Telephone number			
E-Mail address			
TOTAL BID PRICE (INCL. VAT)(refer to page 68)	R		
COMPLETION PERIOD:	10 Year contract	B-BBEE LEVEL CLAIMED:	

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Financial and Strategic Support Services
Supply Chain Management
Tel: 086 126 5263
Fax: 086 688 4173

CAPE WINELANDS DISTRICT MUNICIPALITY

TENDER T 2023/23

OPERATION AND MANAGEMENT OF THE REGIONAL WASTE DISPOSAL FACILITY
ON ERF 4014, WORCESTER

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CAPE WINELANDS DISTRICT MUNICIPALITY

TENDER T 2023/23

**OPERATION AND MANAGEMENT OF THE REGIONAL WASTE DISPOSAL FACILITY
ON ERF 4014, WORCESTER**

THE TENDER

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CAPE WINELANDS DISTRICT MUNICIPALITY**TENDER T 2023/23****OPERATION AND MANAGEMENT OF THE REGIONAL WASTE DISPOSAL FACILITY
ON ERF 4014, WORCESTER**

T1.1 TENDER NOTICE AND INVITATION TO TENDER

T1.1.1 Tender Notice

The Cape Winelands District Municipality invites tenders from service providers for the Operation and Management of the Regional Waste Disposal Facility on Erf 4014, Worcester with a CIDB grading of 1CE or higher.

Technical enquiries regarding this bid may be directed to **Mr C. Swart** at tel. **0861 265 263**.

This tender will be evaluated in terms of the Preferential Procurement Regulations, 2022 that was promulgated by the Minister of Finance on 4 November 2022 in Government Gazette No 47452. Procurement processes and execution of the contract will be subject to any other legislation that comes into effect before or after the award of this bid. Please take note of the responsiveness criteria as stipulated in the tender document.

PROCUREMENT PREFERENCE POINT SYSTEM: 90/10

All prospective tenderers must ensure that they are registered and accredited on the CWDM's Supplier Database and National Treasury's Central Supplier Database.

Tender documents, in English, are available free of charge on the websites: www.capewinelands.gov.za or <https://etenders.treasury.gov.za>. Alternatively, hard copies of the document can be obtained from the offices of the Supply Chain Management Unit, Cape Winelands District Municipality at 29 Du Toit Street, Stellenbosch, upon payment of a non-refundable fee of R 251.00 per document.

Queries relating to the issuing of these documents may be addressed to Ms E Niemand, Tel No: 0861 265 263, or E- Mail: elmine@capewinelands.gov.za

Closing date: 11:00 on Friday, 01 September 2023.

Tenders must only be submitted on the tender documentation that is issued.

Duly completed tenders must be enclosed in a (separate) sealed envelope and endorsed with the relevant tender number and description on the envelope/s. The sealed tenders must be placed in the official tender box of the District Municipality's offices at 29 Du Toit Street, Stellenbosch on the abovementioned time and dates.

All bids received will be opened in public, late proposals and proposals submitted by e-mail or fax will under no circumstances be accepted. The CWDM reserves the right to withdraw any proposal, invitation and/or to re-advertise or to reject any proposals or to accept any part of it. The CWDM does not bind itself to accepting the lowest bid or to award a contract to the bidder who scores the highest number of points.

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

**HF PRINS
MUNICIPAL MANAGER**

T1.1.2 Invitation to Bid – MBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CAPE WINELANDS DISTRICT MUNICIPALITY					
Tender number:	T 2023/023	Closing date:	01/09/2023	Closing time:	11h00
Description	Operation and Management of the Regional Waste Disposal Facility on Erf 4014, Worcester.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT: 29 DU TOIT STREET, STELLENBOSCH					
SUPPLIER INFORMATION					
Name of bidder					
Postal address					
Street address					
Contact person					
Telephone number	Code		Number		
Cell phone number					
E-mail address					
VAT registration number					
COIDA certificate number					
Tax compliance status	TCS PIN:		OR	CSD No:	MAAA
SPECIFIC GOALS IN TERMS OF THIS TENDER:					
<ul style="list-style-type: none"> 50% of the 20/10 points will be allocated to promote the goal of B-BBEE status level of contributor and points will be allocated in terms of the B-BBEE scorecard 50% of the 20/10 points will be allocated to promote the specific goal of locality and points will be allocated in terms of where the enterprise' head office or primary place of business or regional or satellite office is located 					
B-BBEE status level verification certificate [tick applicable box]	<input type="checkbox"/> Yes <input type="checkbox"/> No		Proof of Locality [tick applicable box]	<input type="checkbox"/> Yes <input type="checkbox"/> No	
B-BBEE status level sworn affidavit [tick applicable box]	<input type="checkbox"/> Yes <input type="checkbox"/> No				
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES & QSEs) AND PROOF OF LOCALITY MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS]					
Are you the accredited representative in South Africa for the goods / services / works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]		Are you a foreign based supplier for the goods / services / works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, answer part b:3]	
Total number of items offered			Total bid price	R	
Signature of bidder			Date		
Capacity under which this bid is signed					

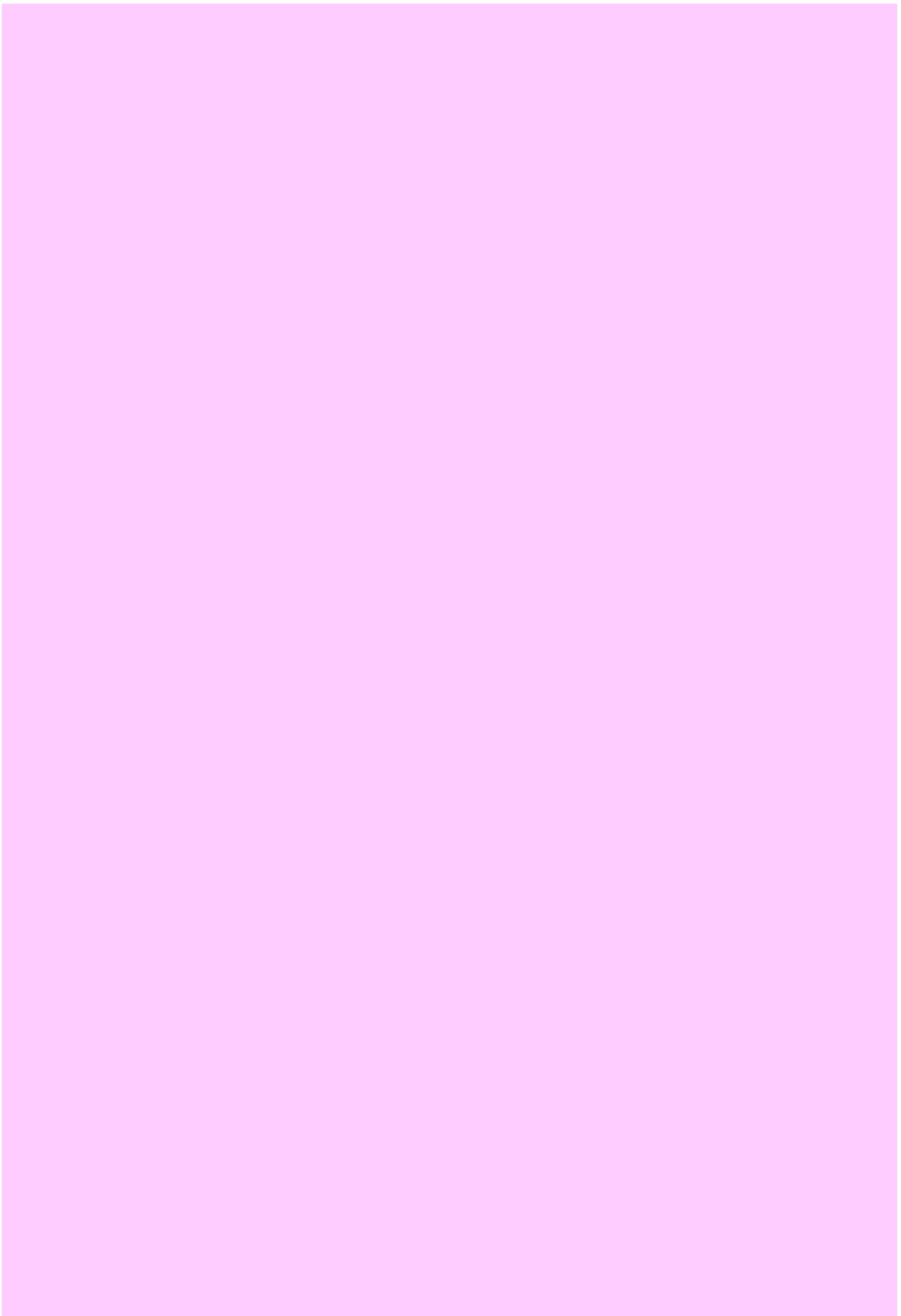
TECHNICAL INFORMATION MAY BE DIRECTED TO:	
Contact person	Christo Swart
Telephone number	023 348 2300
E-mail address	christo@capewinlands.gov.za
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED	
Contact person	Elmine Niemand
Telephone number	021 888 5175
E-mail address	elmine@capewinlands.gov.za
TERMS AND CONDITIONS FOR BIDDING – PART B	
1. BID SUBMISSION:	
<p>1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.</p> <p>1.2. All bids must be submitted on the official forms provided–(not to be re-typed) or online</p> <p>1.3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.</p>	
2. TAX COMPLIANCE REQUIREMENTS	
<p>2.1 Bidders must ensure compliance with their tax obligations.</p> <p>2.2 Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer’s profile and tax status.</p> <p>2.3 Application for the tax compliance status (TCS) certificate or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.</p> <p>2.4 Foreign suppliers must complete the pre-award questionnaire in part b:3.</p> <p>2.5 Bidders may also submit a printed TCS certificate together with the bid.</p> <p>2.6 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.</p> <p>2.7 Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.</p>	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
<p>3.1. Is the entity a resident of the republic of South Africa (RSA)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3.2. Does the entity have a branch in the RSA? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3.3. Does the entity have a permanent establishment in the RSA? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3.4. Does the entity have any source of income in the RSA? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3.5. Is the entity liable in the RSA for any form of taxation? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the answer is “no” to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS) and if not register as per 2.3 above.</p> <p>NB: failure to provide any of the above particulars may render the bid invalid.</p> <p>No bids will be considered from persons in the service of the state.</p>	

Signature(s):

Name(s):

Capacity for the Tenderer:

Date:



CAPE WINELANDS DISTRICT MUNICIPALITY

OPERATION AND MANAGEMENT OF THE REGIONAL WASTE DISPOSAL FACILITY ON ERF 4014, WORCESTER

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of Board Notice 432 of 2019 in Government Gazette 42622 of 8 August 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. See www.cidb.org.za which is reproduced without amendment or alteration for the convenience of tenderers as Annex A to this Tender Data.

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

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender.

Clause Wording

C.1 General

C.1.1 Actions

Add the following:

The employer is Cape Winelands District Municipality.

C.1.2 Tender Documents

Add the following:

The tender documents issued by the employer comprise of those listed in the contents page.

The Tender Document and possible drawings shall be obtained from the Employer at the physical address stated in the Tender Notice, upon payment of the fee stated in the Tender Notice.

C.1.4 Communication and Employer's Contact

Add the following:

The Employer's agent: C. Swart

Name: Department Technical Services

Address: P O Box 100, Stellenbosch, 7599

Attention: Mr C. Swart

Tel: 023 348 2300

Fax: 023 342 8442

e-mail: christo@capewinelands.gov.za

C.1.6.2 Competitive negotiation procedure

Add the following:

A competitive negotiation procedure will **not** be followed.

C.1.6.3 Proposal procedure using two-stage system

Add the following:

A two-stage system will **not** be followed.

C.2 Tenderer's obligations

C.2.1 Eligibility

Add the following:

Only those tenderers who satisfy the following criteria are eligible to submit tenders:

- C.2.1.1** As a statutory requirement, the contractor must be registered with the Department of Employment and Labour for Compensation for Occupational Injury and Diseases Act (COIDA) or any other accredited Compensation Insurer. Proof of Registration and a valid Letter/Certificate of Good Standing must be handed in with the tender in this regard.

Only those tenderers who are registered with the Construction Industry Development Board (CIDB) in an 1CE or higher contractor designation and whose registrations are active at close of tenders when evaluation of tenders commences are eligible to submit tenders.

C.2.1.2 Functionality

The description of the functionality of (quality) criteria and the maximum number of evaluation points allocated to each is shown in the table below. The score for functionality (quality) will be the sum of the scores for the individual criteria:

Description	Reference	Scoring			Max Score
Company's Previous Experience	Schedule 3 in T2.2 Returnable Documents (Reference letters to similar work needs to be attach)	(30) More than 7 years' experience in Landfill Operations in Local Government	(20) Between 3- and 7-years' experience in Landfill Operations in Local Government	(10) Less than 3 years' experience in Landfill Operations in Local Government	30
	Schedule 3 in T2.2 Returnable Documents (Reference letters to similar work needs to be attach)	(15) More than 7 years' experience in Landfill Operations at other clients	(10) Between 3- and 7-years' experience in Landfill Operations at other clients	(5) Less than 3 years' experience in Landfill Operations at other clients	15
	(Attach invoices as evidence to tender)	(10) At least 1 similar project with operational cost per month above R500,000	(5) At least 1 similar project with operational cost per month between R300,000 and R500,000	(2) At least 1 similar project with operational cost per month below R300,000	10
		(30) Landfill Manager - More than 7 years' experience in	(20) Landfill Manager - Between 3- and 7-years' experience in	(10) Landfill Manager - Less than 3 years' experience in	30

Key Personnel Expertise and Experience	Schedule 4a (Landfill Manager) in T2.2 Returnable Documents (Attach evidence of tertiary qualifications / training courses and membership certificate to Schedule)	Landfill Operations in Local Government	Landfill Operations in Local Government	Landfill Operations in Local Government		
		(15) Landfill Manager - More than 7 years' experience in Landfill Operations at other clients	(10) Landfill Manager - Between 3- and 7-years' experience in Landfill Operations at other clients	(5) Landfill Manager - Less than 3 years' experience in Landfill Operations at other clients	15	
		(10) Landfill Manager – any tertiary qualification in Civil / Environment / Waste Management	(5) Landfill Manager – Gr 12 with any training in Waste Management.	(2) Landfill Manager - Gr 12	10	
		(10) Landfill Manager - IWMSA membership	(5) Landfill Manager - No Membership		10	
	Schedule 4b (Landfill Operator) in T2.2 Returnable Documents (Attach evidence of tertiary qualifications / training courses to Schedule)	(30) Landfill Operator - More than 7 years' experience in Landfill Operations in Local Government	(20) Landfill Operator - Between 3- and 7-years' experience in Landfill Operations in Local Government	(10) Landfill Operator - Less than 3 years' experience in Landfill Operations in Local Government	30	
		(15) Landfill Operator - More than 7 years' experience in Landfill Operations at other clients	(10) Landfill Operator - Between 3- and 7-years' experience in Landfill Operations at other clients	(5) Landfill Operator - Less than 3 years' experience in Landfill Operations at other clients	15	
		(10) Landfill Operator – any Tertiary qualification in Civil / Environmental / Waste Management	(5) Landfill Operator – Gr 12 with any training in Waste Management.	(2) Landfill Operator - Gr 12	10	
	Total					165

A similar project refers to the successful operation of landfills. Tenderers should provide evidence of the requested expertise and experience in order to obtain points for functionality. *(Proof must be provided)*

Experience refers to the number of years of operation and management of a landfill in accordance with the applicable Licence conditions and Scope of work. Relevant reference letters on company letter heads indicating the years of operation must be submitted in order to score relevant points for functionality. No points will be scored if reference letters are not provided. **Reference details provided will be followed up/scrutinized for confirmation purposes.**

The bidder must complete Schedule 3 - Schedule of work successfully completed by the tenderer/entity, as part of the Returnable Schedules, accompanied by reference letters and invoices indicating the monthly operating cost of at least one similar project, in order to obtain relevant points for functionality.

The bidder must complete Schedule 4a and 4b - Schedule of work successfully completed by Landfill Manager / Operator, as part of the Returnable Schedules in order to obtain relevant points for functionality. Attached to the Schedule must be a CV indicated experience in landfill operations, after school tertiary education / training courses attended and membership to institutions. Points for after school tertiary education will be awarded for any higher education in Civil / Environment or Waste Management as well as other Waste Management training courses attended.

Should the person(s) identified in Returnable Schedules 4a and 4b not be available for the position which they are indicated for the duration of the contract, then a suitable candidate with equal or superior tertiary qualifications and/or similar experience than that of the person which he/she replaces, must be submitted to the District Municipality for consideration and approval.

A minimum score of **100** needs to be obtained for functionality in order to be further evaluated on Price and Preference.

C.2.7 Clarification meeting

Add the following:

No clarification meeting will take place.

C.2.9 Insurance

Add the following:

The employer will not provide any insurance for goods prior to the transfer of ownership.

C.2.12 Alternative tender offers

Replace with:

C.2.12.1 No alternative tender offers will be accepted.

C.2.13 Submitting a Tender Offer

Add the following:

Tenderers shall not tamper with the Tender Documents which must be submitted as issued. Tender Documents found to have been unbound may be deemed unacceptable.

Each Tenderer is required to submit under sealed cover the complete set of Tender Documents with all the required information and complete in all respects. The envelope shall be addressed to the CAPE WINELANDS DISTRICT MUNICIPALITY and endorsed as described in the Tender Notice and placed in the tender box of the CAPE WINELANDS DISTRICT MUNICIPALITY before closing date and time of tender.

Any tender which is delivered to an address other than the one stipulated in the Tender Notice will not be accepted. Uncompleted tenders must be clearly marked with the contract number, as well as "Uncompleted Tender".

C.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, plus zero (0) copies.

C.2.13.5 Parts of each tender offer communicated on paper shall be submitted as an original, plus zero (0) copies.

C.2.13.7 The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Location of tender box: 29 Du Toit Street, **STELLENBOSCH**,7600

Physical address: 29 Du Toit Street, **STELLENBOSCH**, 7600

Identification details: **T 2023/23**

Title of Tender: **Operation and Management of the Regional Waste Disposal Facility on Erf 4014, Worcester**

C.2.13 A two-envelope procedure will not be followed.

C.2.15 Closing time

Add the following to clause C.2.15.1

C.2.15.1 The closing time for submission of tender offers is stated in the Tender Notice and Invitation to Tender.

Telegraphic, telephonic, telex, facsimile or e-mailed tenders offers will not be accepted.

C.2.16 Tender offer validity

Add the following to clause C.2.16.1:

C.2.16.1 The fact and action of handing in a tender to the Municipality is accepted as a contract between the Municipality and the bidder whereby such a tender remains valid and available for a period of 180 days, calculated from the closing date as advertised for the tender, for acceptance, or non-acceptance by the Municipality. The bidder undertakes not to withdraw, or alter, the tender during this period.

C.2.23 Certificates

Add the following:

The tenderer is required to submit the certificates listed in the Returnable Documents.

C.3.4 Opening of tender submissions

Add the following:

The time and location for opening the tender offers are in accordance with C.2.15.1.

C.3.5 Two-envelope system

Add the following:

C.3.5.1 The two-envelope system will not be followed for this contract.

C.3.11 Evaluation of tender offers

Add the following

C.3.11.2 Where the scoring of functionality forms part of the eligibility of the tender process, each member of the evaluation panel must individually score functionality. The individual scores must then be interrogated and calibrated if required where there are significant discrepancies. The individual scores must then be added together and averaged to determine the final score.

A minimum score of **100** needs to be obtained for functionality in order to be further evaluated on Price and Preference.

C.3.11.3 The tender will be evaluated in terms of the preference point system applicable to this tender and as indicated in MBD 6.1.

C.3.11.4 Price, preference and, where applicable functionality, will be scored, as relevant, to two decimal places.

Add the following new subclause:

C.3.11.5 Risk Analysis

Notwithstanding any other requirements of the tender, the employer will perform a risk analysis in respect of the following:

- a) reasonableness of the financial offer
- b) reasonableness of unit rates and prices
- c) any other matter relating to the submitted tender, the tendering entity, matters of compliance, verification of submitted information and documents, etc.
- d) the tenderer's bank rating that will be required from the tenderer or its bank for evaluation purposes.

The conclusions drawn from this risk analysis will be used by the Employer in determining the acceptability of the tender offer in terms of C.3.13.

C.3.11.6 Scoring Preferences

90/10 Preference point system [(for acquisition of goods or services for a Rand value above R50 million) (all applicable taxes included)]

The points are awarded as follows:

- 90 points is awarded for the **lowest price** if it complies with the Tender conditions.
- Additional points are awarded for the following specific goals:
 - **B-BBEE status level of contributor** and "**Locality**"
- 50% of the 10 points will be allocated to promote the goal of B-BBEE status level of contributor and points will be allocated in terms of the B-BBEE scorecard as follows:

B-BBEE Status Level of Contributor	Number of Points for Preference (90/10)
1	50% of 10
2	50% of 9
3	50% of 8
4	50% of 5
5	50% of 4
6	50% of 3
7	50% of 2
8	50% of 1
Non-compliant contributor	0

- 50% of the 10 points will be allocated to promote the specific goal of locality. Points will be allocated as follows:

No.	Requirement	Number of Points
1	Procurement under the 90/10 preference points system where the enterprise head office or primary place of business or regional or satellite office is located within the boundaries of the Cape Winelands District Municipal Area	2.5
2	Procurement under the 90/10 preference points system where the enterprise head office or primary place of business or regional or satellite office is located within the boundaries of the Western Cape Province.	2.5

C.3.13 Acceptance of tender offer

Add the following to C.3.13:

C.3.13.1 Tender offers will only be accepted if:

- a) the tenderer is registered and in good standing with the South African Revenue Service (SARS) and has submitted the unique person identification number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.
- b) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- c) the tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months;
 - iii) failed to perform on any previous contract and has been given a written notice to this effect;
- d) 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.

Tender offers will be rejected if they show any conditional or incomplete offers and irregularities of any kind in the tender.

The Employer does not bind himself to accept the lowest priced tender, highest points tender or any tender offer. The Employer has the right to accept any part of a tender as he may deem expedient subject to negotiation with the successful tenderer for the whole tender.

C.3.13.2 Disputes, objections, complaints and queries

In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 2003 – Municipal Supply Chain Management Regulations (Notice 868 of 2005):

- a) Persons aggrieved by decisions or actions taken by the Cape Winelands District Municipality in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.
- b) Objections, complaints, queries and disputes must be submitted in writing to the Municipal Manager, Cape Winelands District Municipality, 46 Alexander Street, Stellenbosch or posted to P O Box 100, Stellenbosch, 7599.

C.3.13.3 Appeals

- a) In terms of Section 62 of the Systems Act 32 of 2000 a person whose rights are affected by a decision taken by the Cape Winelands District Municipality in the implementation of its supply chain management system, may appeal against that decision by giving written notice of the appeal and reasons to the Municipal Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
 - i) Reasons and/or grounds for the appeal
 - ii) The way in which the appellants rights have been affected
 - iii) Remedy sought by appellant
- c) Appeals must be submitted in writing to the Municipal Manager, Cape Winelands District Municipality, 46 Alexander Street, Stellenbosch or posted to P O Box 100, Stellenbosch, 7599

C.3.13.4 Right to approach the courts & rights in terms of Promotion of Administrative Justice Act (Act 3 of 2000) and Promotion of Access to Information (Act 2 of 2000)

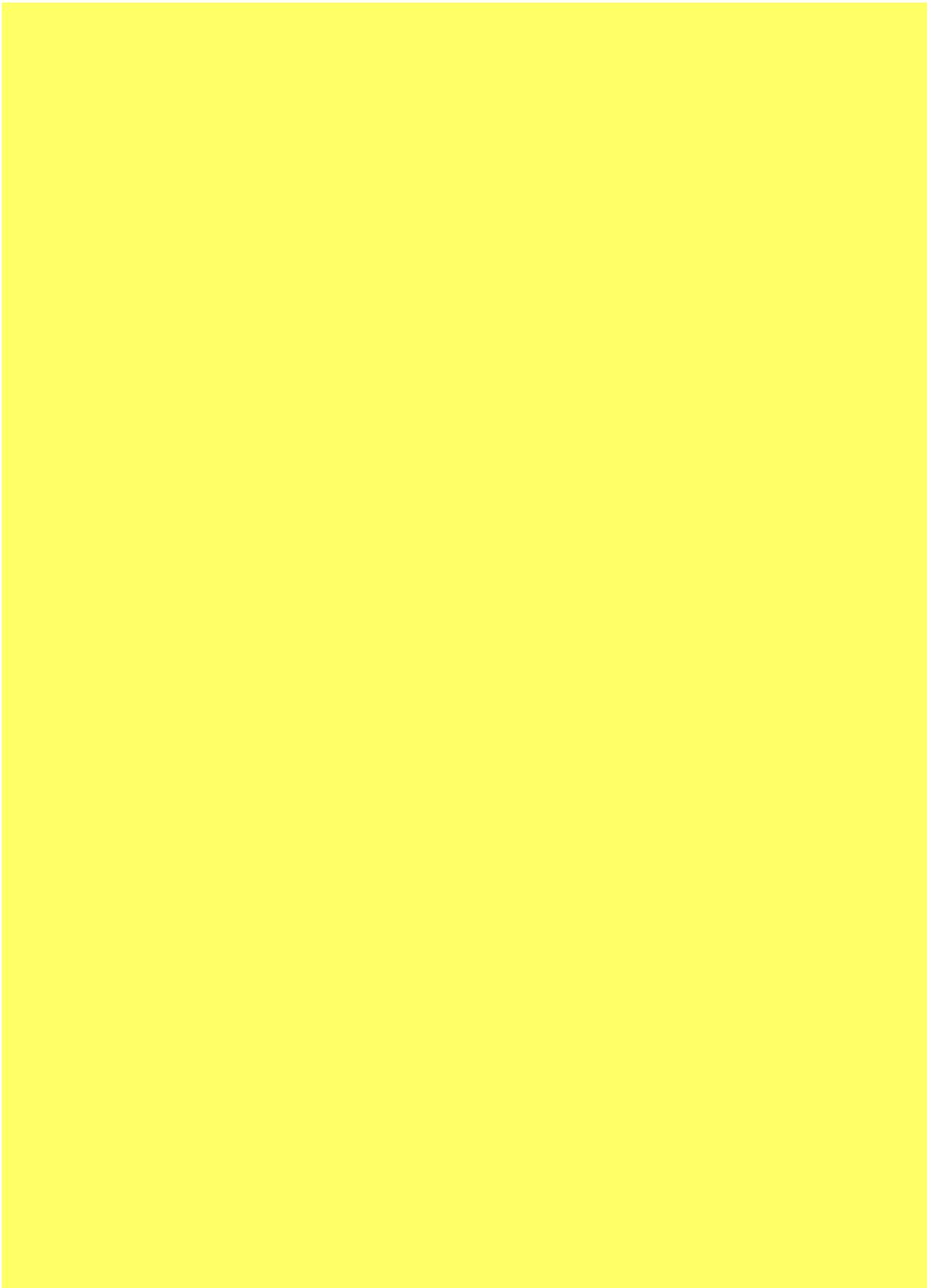
Clauses C.3.13.2 and C.3.13.3 do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act and Promotion of Access to Information Act.

- a) All legal process and pleadings must be served on the Municipal Manager, Cape Winelands District Municipality, 46 Alexander Street, Stellenbosch or posted to P O Box 100, Stellenbosch, 7599.

- b) All requests in terms of PAJA and PAIA must be submitted in writing to Municipal Manager, Cape Winelands District Municipality, 46 Alexander Street, Stellenbosch or posted to P O Box 100, Stellenbosch, 7599

C.3.17 Add the following to Clause F.3.17

The number of paper copies of the signed contract to be provided by the Employer is **one (1)**



CAPE WINELANDS DISTRICT MUNICIPALITY

**OPERATION AND MANAGEMENT OF THE REGIONAL WASTE DISPOSAL FACILITY
ON ERF 4014, WORCESTER**

PART T2: RETURNABLE DOCUMENTS

T.2.1 List of Returnable Documents

T.2.2 Returnable Schedules

CAPE WINELANDS DISTRICT MUNICIPALITY

**OPERATION AND MANAGEMENT OF THE REGIONAL WASTE DISPOSAL FACILITY
ON ERF 4014, WORCESTER**

T2.1: LIST OF RETURNABLE DOCUMENTS

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnables are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return **all information requested**.

RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (included hereafter for completion)

OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES (*appendix to schedule in document*)

RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (to be attached with submission)

OTHER SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)

CAPE WINELANDS DISTRICT MUNICIPALITY

OPERATION AND MANAGEMENT OF THE REGIONAL WASTE DISPOSAL FACILITY ON ERF 4014, WORCESTER

T2.1 List of Returnable Documents

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnables are required for evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return all information requested. The tenderer must complete the Returnable Documents in **black ink**:

	Pages
1: COMPULSORY ENTERPRISE QUESTIONNAIRE	21-22
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Other documents required for tender evaluation purposes

Joint Venture Agreement (if applicable) – append to Schedule 10.

Documentary evidence / proof of registration and verification on Cape Winelands District Municipality Supplier Database. Append to Schedule 17.

B-BBEE Verification Certificate and proof of locality– append to Schedule 12.

Returnable Schedules that will be incorporated into the Contract

- 19: RECORD OF ADDENDA TO TENDER DOCUMENT
Preferencing Schedule(s)
- 12: PREFERENCING SCHEDULE – B-BBEE STATUS LEVEL CONTRIBUTION PREFERENCE AND
PROOF OF LOCALITY

CAPE WINELANDS DISTRICT MUNICIPALITY

OPERATION AND MANAGEMENT OF THE REGIONAL WASTE DISPOSAL FACILITY ON ERF 4014, WORCESTER

T2.1 Returnable Document checklist

Bidders are required to complete the schedule below indicating that all requested information has been submitted with their offer.

Schedule No.	Document	Please tick if enclosed
1	COMPULSORY ENTERPRISE QUESTIONNAIRE	
2	AUTHORITY OF SIGNATORY	
3	SCHEDULE OF WORK SATISFACTORILY COMPLETED BY THE TENDERER/ENTITY	
4	SCHEDULE OF WORK SATISFACTORILY COMPLETED BY THE LANDFILL MANAGER / OPERATOR	
5	PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER	
6	DECLARATION IN TERMS OF MUNICIPAL RATES AND SERVICES	
7	DECLARATION OF INTEREST (MBD 4B)	
8	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED (MBD 5)	
9	TAX CLEARANCE REQUIREMENTS	
10	JOINT VENTURE AGREEMENT, IF APPLICABLE	
11	RECORD OF MINUTES AND ADDENDA TO TENDER DOCUMENTS	
12	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (MBD 6.1)	
13	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	
14	CERTIFICATE OF INDEPENDENT BID DETERMINATION	
15	QUESTIONNAIRE	
16	CREDIT ORDER INSTRUCTION	
17	CONFIRMATION OF CWDM AND CENTRAL SUPPLIER DATABASE REGISTRATION	
18	TENDERER'S BANK CODE	
19	RECORD OF ADDENDA TO TENDER DOCUMENTS	
	JOINT VENTURE AGREEMENT (IF APPLICABLE)	
	DOCUMENTARY EVIDENCE / PROOF OF REGISTRATION AND VERIFICATION ON CAPE WINELANDS DISTRICT MUNICIPALITY SUPPLIER DATABASE	
	B-BBEE VERIFICATION CERTIFICATE AND PROOF OF LOCALITY	

T2.2 Returnable Documents

SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted. **(Failure to do so may result in your bid being disqualified)**

Section 1:	Name of enterprise:												
Section 2:	VAT registration number, if any: Has and original and valid TAX clearance certificate been attached under Schedule 2D? Yes / No												
Section 3:	Has a B-BBEE status level verification certificate been submitted? Yes / No If Yes, who was the certificate issued by? (Tick applicable box) <input type="checkbox"/> An accounting officer as contemplated in the Close Corporation Act. <input type="checkbox"/> A verification agency accredited by the South African National Accreditation System (SANAS). <input type="checkbox"/> A registered auditor. NB. A B-BBEE status level verification certificate must be submitted in order to qualify for preference points for B-BBEE.												
Section 4:	CIDB registration number, if any:												
Section 5:	Particulars of sole proprietors and partners in partnership												
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%;">Name*</th> <th style="width: 33%;">Identity number*</th> <th style="width: 33%;">Personal income tax number*</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>		Name*	Identity number*	Personal income tax number*									
Name*	Identity number*	Personal income tax number*											
* Complete only if sole proprietor or partnership and attached separate page if more than 3 partners													
Section 6:	Particulars of companies and close corporations												
Company registration number:													
Close corporation number:													
Tax reference number:													
Section 7:	Record of 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"/> 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 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 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 an accounting authority of any national or provincial public entity <input type="checkbox"/> an employee of Parliament or a provincial legislature												
If any of the above boxes are marked, disclose the following: (insert separate page if necessary)													

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

Section 8: Record of spouses, children and partners in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or partner 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 an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <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 | |

If any of the above boxes are marked, disclose the following:

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

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

- | | |
|------|---|
| i) | Authorized the Employer to obtain a tax clearance certificate from the South Africa Revenue Service that my / our matters are in order; |
| ii) | Confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004; |
| iii) | Confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption; |
| iv) | Confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; |
| v) | Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct. |

Signature:		Date: / / 20.....
Print Name:		Position:	

SCHEDULE 2: AUTHORITY FOR SIGNATORY
--

TYPE OF ENTERPRISE (Please indicate with an "X" and complete the indicated section below)

1	Company (Pty) Ltd. & Ltd.		Please complete section 1 below
2	Close Corporation (CC)		Please complete section 2 below
3	Sole Proprietor		Please complete section 3 below
4	Partnership		Please complete section 4 below
5	Consortium, Club, Trust, etc.		Please complete section 5 below
6	Joint Venture		Please complete section 6 below

1. COMPANIES - (PTY) LTD. & LTD.

1.1. If a bidder is a **COMPANY ((Pty) Ltd. OR Ltd.)**, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is, before the closing time and date of the bid.

1.2. A valid resolution must be signed by:

- 1.2.1. Majority directors; or
- 1.2.2. Chairman of the Board; or
- 1.2.3. Company Secretary

PARTICULARS OF RESOLUTION BY THE BOARD OF DIRECTORS OF THE COMPANY

Date resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated authorised signatory			
Capacity			
Specimen signature			
Full name and surname of ALL director(s)			
Is a copy of the resolution attached?	YES		NO
SIGNED ON BEHALF OF COMPANY:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

2. CLOSE CORPORATION (CC)			
2.1. In the case of a CLOSE CORPORATION (CC) submitting a bid, a resolution by its members, authorizing a member or other official of the corporation to sign the documents on their behalf, shall be included with the bid.			
2.2. A valid resolution must be signed by:			
2.2.1. Majority members; or			
2.2.2. Member with majority shareholding but only if such shareholding is more than 50%; or			
2.2.3. Company Secretary.			
PARTICULARS OF RESOLUTION BY THE MEMBERS OF THE CLOSE CORPORATION			
Date resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated authorised signatory			
Capacity			
Specimen signature			
Full name and surname of ALL director(s) / member (s)			
Is a copy of the resolution attached?		YES	NO
SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	
3. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) & NATURAL PERSON			
I, _____, the undersigned, hereby confirm that I am the sole owner of the business trading as _____.			
OR			
I, _____, the undersigned, hereby confirm that I am submitting this bid in my capacity as natural person.			
SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

4. PARTNERSHIP
 We, the undersigned partners in the business trading as _____
 hereby authorize Mr / Ms _____ to sign this bid as well as any
 contract resulting from the bid and any other documents and correspondence in connection with this bid
 and /or contract for and on behalf of the abovementioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner		Signature	
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

5. CONSORTIUM / CLUB / TRUST / ETC.
 We, the undersigned consortium partners, hereby authorize _____
 (Name of entity) to act as lead consortium partner and further authorize Mr / Ms _____
 to sign this offer as well as any contract resulting from this bid and any other documents and
 correspondence in connection with this bid and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and must be signed by each member:

Full Name of consortium member	Role of consortium member	% Participation	Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

6. JOINT VENTURE

We, the undersigned, are submitting this bid offer in joint venture and hereby authorize

Mr / Ms _____ authorized signatory of the Company / Close Corporation / Partnership (name) _____, acting in the capacity of lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

1. LEAD PARTNER (Whom the Municipality shall hold liable for the purpose of the tender)

Name of firm			
Address			
		Tel. No.	
Signature		Designation	

2. 2nd PARTNER

Name of firm			
Address			
		Tel. No.	
Signature		Designation	

3. 3rd PARTNER

Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

4. 4th PARTNER

Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

NOTE: A copy of the Joint Venture Agreement indicating clearly the percentage contribution of each partner to the Joint Venture, is to be submitted with the bid.

A board resolution, authorising each signatory who signed above to do so, is to be submitted with the bid.

SCHEDULE 3: SCHEDULE OF PREVIOUS LANDFILL OPERATION EXPERIENCE BY THE TENDERER/ENTITIIY

Current & Completed Contracts

(Attach invoices and reference letters indicated years' experience)

EMPLOYER/ Contracting Site (Name, Tel, Fax, Email)		DESCRIPTION OF WORK	APPROXIMATE VALUE OF WORK PER MONTH (INCL. VAT)	DATE STARTED	DATE COMPLETED
Company Name					
Contact Person					
Tel					
Fax					
Email					
Company Name					
Contact Person					
Tel					
Fax					
Email					
Company Name					
Contact Person					
Tel					
Fax					
Email					
Company Name					
Contact Person					
Tel					
Fax					
Email					
Company Name					
Contact Person					
Tel					
Fax					
Email					

Number of sheets, appended by the tenderer to this Schedule..... (If nil, enter NIL)

SCHEDULE 4A: SCHEDULE OF LANDFILL MANAGEMENT EXPERIENCE BY THE LANDFILL MANAGER

Current & Completed Contracts Name:..... **(Attach a CV indicated experience, education and any membership at institutions)**

EMPLOYER/ Contracting Site (Name, Tel, Fax, Email)		DESCRIPTION OF WORK	DATE STARTED	DATE COMPLETED
Company Name				
Contact Person				
Tel				
Email				
Company Name				
Contact Person				
Tel				
Email				
Company Name				
Contact Person				
Tel				
Email				
Company Name				
Contact Person				
Tel				
Email				
Company Name				
Contact Person				
Tel				
Email				

Number of sheets, appended by the tenderer to this Schedule..... (If nil, enter NIL).

SCHEDULE 4B: SCHEDULE OF LANDFILL MANAGEMENT EXPERIENCE BY THE LANDFILL OPERATOR

Current & Completed Contracts Name:..... **(Attach a CV indicated experience, education and any membership at institutions)**

EMPLOYER/ Contracting Site (Name, Tel, Fax, Email)		DESCRIPTION OF WORK	DATE STARTED	DATE COMPLETED
Company Name				
Contact Person				
Tel				
Email				
Company Name				
Contact Person				
Tel				
Email				
Company Name				
Contact Person				
Tel				
Email				
Company Name				
Contact Person				
Tel				
Email				
Company Name				
Contact Person				
Tel				
Email				
Company Name				
Contact Person				
Tel				
Email				

Number of sheets, appended by the tenderer to this Schedule..... (If nil, enter NIL).

SCHEDULE 5: PROPOSED AMENDMENTS AND QUALIFICATIONS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to this tender and reference such letter in this schedule.

The Tenderer’s attention is drawn to clause C.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the Employer’s handling of material deviations and qualifications.

Page	Clause or Item	Proposal

Signature:		Date:	
Print Name:		Position:	
Tenderer:			

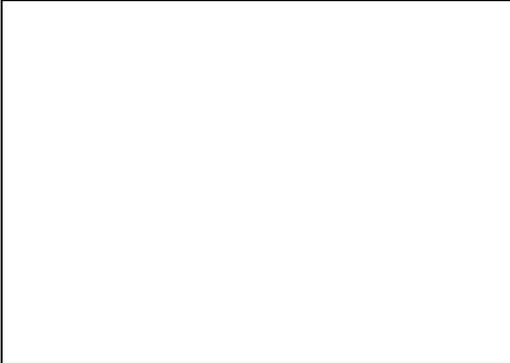
SCHEDULE 6: DECLARATION IN TERMS OF MUNICIPAL RATES AND SERVICES

PART A: PROPERTY OWNED BY ENTERPRISE OR DIRECTORS

Please complete the following if property is owned by the enterprise, the proprietors, directors or partners in their personal capacity, which must be confirmed by the relevant municipality (**ATTACH COPY OF MUNICIPAL ACCOUNT(S) NOT OLDER THAN 30 DAYS:**

Name of account holder:

Account number:

<p>FOR MUNICIPAL USE ONLY</p> <p>I/we hereby certify that the municipal account details of our client as indicated above is correct.</p> <p>.....</p> <p>Name of municipal official (print name)</p> <p>.....</p>	
---	---

PART B: PROPERTY LEASED BY ENTERPRISE OR DIRECTORS

Please attach a sworn affidavit or a copy of your lease agreement if the property is leased by the enterprise or the proprietors or directors in their personal capacity, for which the aforementioned is not responsible for payment of municipal rates and taxes.

PART C: WHERE PROPERTY IS NOT OWNED OR LEASED BY ENTERPRISE OR DIRECTORS

Please attach a sworn affidavit from the proprietor or director of the enterprise confirming that the enterprise does not own or lease any property and that the aforementioned is not responsible for payment of any municipal rates and taxes.

I,....., the undersigned, certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

.....
Signature for and on behalf of the bidder

.....
Date

SCHEDULE 7: DECLARATION OF INTEREST (MBD 4B)

(On behalf of the company and its directors/ members/ trustees/ principle shareholders²)

1. No bid/database registration will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid/database registration. 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 the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid/database registration in respect of owners/shareholders² of the company.**

3.1	Full Name of bidder or his or her representative			
3.2	Identity Number (person submitting this declaration)			
3.3	Position occupied in the Company (official/director/trustee/shareholder ²):			
3.4	Company Registration Number			
3.5	Tax Reference Number			
3.6	VAT Registration Number			
3.7	The names of all directors/ members/ trustees/ principle shareholders, their individual identity numbers, personal tax reference numbers and state employee numbers must be indicated in paragraph 4 below			
3.8	Are you or any director/ member/ trustee/ principle shareholder presently in the service of the state?	Yes	No	
3.8.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.			
SA ID Number:				Relation:
Surname:				Persal No:
Full Names:				
Organ of State:				Position:
3.9	Have you or any director/ member/ trustee/ principle shareholder been in the service of the state for the past twelve months?	Yes	No	
3.9.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.			
SA ID Number:				Relation:
Surname:				Persal No:
Full Names:				
Organ of State:				Position:

3.10	Do you or any director/ member/ trustee/ principle shareholder have any relationship (family, friend, other) with persons in the service of the state and/or who may be involved with the evaluation and/or adjudication of this or any other prospective bid?	Yes	No
------	--	-----	----

3.10.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)		
--------	---	--	--

SA ID Number:	<input type="text"/>	Relation:	<input type="text"/>
Surname:	<input type="text"/>	Persal No:	<input type="text"/>
Full Names:	<input type="text"/>		
Organ of State:	<input type="text"/>	Position:	<input type="text"/>

3.11	Are you aware of any relationship (family, friend, other) between you or any director/ member/ trustee/ principle shareholder and any persons in the service of the state who may be involved with the evaluation and/or adjudication of this or any other prospective bid?	Yes	No
------	---	-----	----

3.11.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)		
--------	---	--	--

SA ID Number:	<input type="text"/>	Relation:	<input type="text"/>
Surname:	<input type="text"/>	Persal No:	<input type="text"/>
Full Names:	<input type="text"/>		
Organ of State:	<input type="text"/>	Position:	<input type="text"/>

3.12	Is any spouse, child or parent of the company's directors/ members/ trustees/ principle shareholders or stakeholders in the service of the state?	Yes	No
------	---	-----	----

3.12.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)		
--------	---	--	--

SA ID Number:	<input type="text"/>	Relation:	<input type="text"/>
Surname:	<input type="text"/>	Persal No:	<input type="text"/>
Full Names:	<input type="text"/>		
Organ of State:	<input type="text"/>	Position:	<input type="text"/>

3.13	Do you or any director/ member/ trustee/ principle shareholder/ 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
------	--	-----	----

3.13.1	If yes, furnish particulars.		
--------	--	--	--

3.14	Is the supplier or any director/ member/ trustee/ principle shareholder listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?	Yes	No
------	--	-----	----

3.14.1	If yes, furnish particulars.		
--------	--	--	--

3.15	Is the supplier or any director/ member/ trustee/ principle shareholder 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)?	Yes	No
------	--	-----	----

3.15.1	If yes, furnish particulars.
--------	--

3.16	Was the supplier or any director/ member/ trustee/ principle shareholder convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
3.16.1	If yes, furnish particulars.		

3.17	Does the supplier or any director/ member/ trustee/ principle shareholder 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?	Yes	No
3.17.1	If yes, furnish particulars. The municipality may not do business with individuals/businesses, including that of all the owners/partners/members/directors, whose municipal rates and taxes and/or service charges are in arrears for more than three (3) months unless arrangements have been made with the municipality to settle such arrears. Refer to SCM Regulation 38(d). (Certified copies of your <i>most current</i> accounts/statements and/or proof of any arrangement to be submitted every three months – provide individual information in the schedule under par. 4.		

3.18	Was any contract between the supplier 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?	Yes	No
3.18.1	If yes, furnish particulars.		

4	<p>MFMA Circular No 62 of July 2013 require bidders to submit the names of their directors/ trustees/ shareholders, their individual identity numbers, personal tax reference numbers and employee numbers of those who are in the service of the state as defined in the Municipal Supply Chain Management Regulations as part of their bid submissions. A <u>shareholder</u> is defined as a person who <u>owns</u> shares in the company and is actively involved in the management of the company or business, and exercises control over the company.</p>					
	<p>Full name of directors / trustees / shareholders</p>	<p>Identity Number</p>	<p>% Share-holding in company</p>	<p>Personal Tax Reference Number</p>	<p>State Employee Number (Persal)</p>	<p>Municipal rates & services account numbers (3.17.1) <i>Municipal clearance or most recent service account must be attached as evidence</i></p>
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

I, the undersigned, certify that the information furnished on this declaration form is true and correct. I accept that my/my company's bid/registration may be rejected and in addition to the rejection that action may be taken against me/ my company should this declaration prove to be false.

.....
Signature

.....
Date

.....
Capacity of Signatory

.....
Name of Bidder/Company/CC Name

MANDATORY SECTION: THIS DECLARATION WILL NOT BE ACCEPTED IF NOT CERTIFIED:

¹ 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 entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity 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 entity; or
- (f) an employee of Parliament or a provincial legislature.

² “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.

Commissioner of Oaths

Signed and sworn to before me at

on this the day of 20.... by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

Commissioner of Oaths

Position:

Address

.....

.....

Tel:

Apply official stamp of authority on this page:

This document is compulsory, in terms of Regulation 44 of the Supply Chain Management Regulations, to do business with any municipality – If not endorsed by a Commissioner of Oaths, or failure to submit it, will disqualify your business from the acquisitioning process. (Must be submitted annually)

SCHEDULE 8: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED (MBD 5))

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

1.	Are you by law required to prepare annual financial statements for auditing?	Yes / No
1.1	If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.	
2.	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	Yes / No
2.1	If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.	
2.2	If yes, provide particulars.	
3	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material noncompliance or dispute concerning the execution of such contract?	Yes / No
3.1	If yes, furnish particulars	

4	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	Yes / No
4.1	If yes, furnish particulars	

CERTIFICATION

I, _____ THE _____ UNDERSIGNED (NAME)

.....
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature Date

.....
 Position Name of Bidder

SCHEDULE 9: TAX CLEARANCE REQUIREMENTS

A copy of a Tax Compliance Status Pin, printed from the South African Revenue Service (SARS) website, must accompany the bid documents. The onus is on the bidder to ensure that their tax matters are in order with SARS. In the case of a Consortium/Joint Venture every member must submit a separate Tax Compliance Status Pin, printed from the SARS website, with the bid documents.

If a bid is not supported by a Tax Compliance Status Pin as an attachment to the bid documents, the Municipality reserves the right to obtain such documents after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

The Tax Compliance Status Pin will be verified by the Municipality on the SARS website.

SCHEDULE 10: JOINT VENTURE AGREEMENT, IT APPLICABLE

The Tenderer shall attach to this page a joint venture agreement, if applicable.

SCHEDULE 11: RECORD OF MINUTES AND ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

No.	Date	Title or Detail
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signature:		Date:	
Print Name:		Position:	
Tenderer:			

**SCHEDULE 12: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE
PREFERENTIAL PROCUREMENT REGULATIONS 2022 (MBD 6.1)**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(a) The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**Locality**” means an enterprise whose head office or primary place of business or regional or satellite office is located within the boundaries of the Cape Winelands District Municipal Area or Western Cape Province
- (d) “**Proof of locality**” means a –
 - 1) municipal account in the name of the tenderer not older than 90 days;
 - 2) lease agreement where the tenderer is the lessee of an official operating business premise; or
 - 3) an official letter from the bank confirming the registered business address of the tenderer;
- (e) “**Proof of B-BBEE status level of contributor**” means the B-BBEE status level certificate issued by an authorised body or person, a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.
- (f) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (g) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (h) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right) \quad \text{or} \quad Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE status level of contributor	5	10		
The promotion of enterprises located in the Western Cape Province for work to be done or services to be rendered in that province;	2.5	5		
The promotion of enterprises located in the Cape Winelands District Municipal area for work to be done or services to be rendered in that municipal area	2.5	5		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One-person business/sole propriety
 - Close corporation
 - Public Company
 - Personal Liability Company
 - (Pty) Limited
 - Non-Profit Company
 - State Owned Company
- [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

Name and surname
Signature(s) of bidder(s).....
Date.....
Address.....
.....

SCHEDULE 13: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / 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. willfully 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).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>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?</p> <p>(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 <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	<p>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?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

Item	Question	Yes	No
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SCHEDULE 14: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging)². Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

.....
(Bid Number and Description)

in response to the invitation for the bid made by: CAPE WINELANDS DISTRICT MUNICIPALITY do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:..... that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) Has been requested to submit a bid in response to this bid invitation;
 - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

- (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) Prices;
 - (b) Geographical area where product or service will be rendered (market allocation)
 - (c) Methods, factors or formulas used to calculate prices;
 - (d) The intention or decision to submit or not to submit, a bid;
 - (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) Bidding with the intention not to win the bid.
 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

SCHEDULE 15: QUESTIONNAIRE

List all partners / members / directors of this enterprise

Van / Surname / Ifani	Voornaam / First name / Amagama	ID Nr./No. Inombolo	State Employee Number

NB! To claim Preference points a certified copy of your Balanced Broad-Based Black Economic Empowerment Score Card and proof of locality must be submitted with the **MBD 6.1 Claim Form**.

Vir meer inligting besoek: / For more information please visit: / Inkcukach ezithe vetshe uzakuzifumana aph:

The Department of Trade and Industry: <http://bee.thedti.gov.za/>
South African National Accreditation System: <http://www.sanas.co.za/directory.php>
Independent Regulatory Board of Auditors: <http://irba.co.za/index.php>

Name of Business/Entity:

1	Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on race .	%
2	Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on gender	%
3	Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on disability .	%
Please Circle your answer below:		
4	Is your business established within the area of jurisdiction of the District Municipality?	In / Out
5	Is your business established within the area of jurisdiction of the Western Cape Province?	In / Out

SCHEDULE 17: CONFIRMATION OF CWDM AND CENTRAL SUPPLIER DATABASE REGISTRATION

Company Name		
CWDM Supplier Database	Registered	<input type="checkbox"/> Yes <input type="checkbox"/> No (tick appropriate box)
	Supplier Code	
Central Supplier Database (a copy of the CSD summary report must be attached to this schedule)	Registered	<input type="checkbox"/> Yes <input type="checkbox"/> No (tick appropriate box)
	Supplier Code	
	Unique 36 Character Registration Code	

Bidders who are not registered on the CWDM and/or Central Supplier Databases are not precluded from submitting tenders, but must however be registered prior to the evaluation of tenders in order for their tenders to be responsive.

In this regard it is the sole responsibility of bidders to ensure that this requirement is complied with. In the case of Joint Venture Partnerships this requirement will apply to each party to the Joint Venture.

Signature:		Date:	
Print Name:		Position:	
Tenderer:			

*** Cape Winelands District Municipality and Central Supplier Database Registration**

Only those bidders who are registered on the Cape Winelands District Municipality's Supplier Database and the Central Supplier Database as a service provider prior to the closing date of this bid are eligible to have their tenders evaluated. The employer will only enter into a formal contract with a bidder who is registered on both databases. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Bidders who wish to register on the Cape Winelands District Municipality Supplier Database may download the supplier application form from our website www.capewinelands.gov.za

Bidders who wish to register on the Central Supplier Database may do so online on www.csd.gov.za and click on the REGISTER A NEW CSD ACCOUNT tab.

SCHEDULE 18: TENDERER'S BANK CODE

As part of the tender evaluation process it must be determined whether the Tenderer's financial management poses a risk to the Municipality or not.

For this purpose, the Tenderer's banking code must be provided for his business account.

The following information is required:

Name of Account Holder	
Name of Bank	
Name of Branch	
Contact Person at Bank	
Account Number	
Type of Account	
Bank Code as per attached letter	

Note: **Tenderers must attach to this page an ORIGINAL letter from the bank indicating the company's Bank Rating (Code) for its business account for the amount and time applicable. The time shall be the contract period of hundred and twenty months and the amount shall not be less than Tender Amount inclusive of VAT.**

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

Signature:		Date:	
Print Name:		Position:	
Tenderer:			

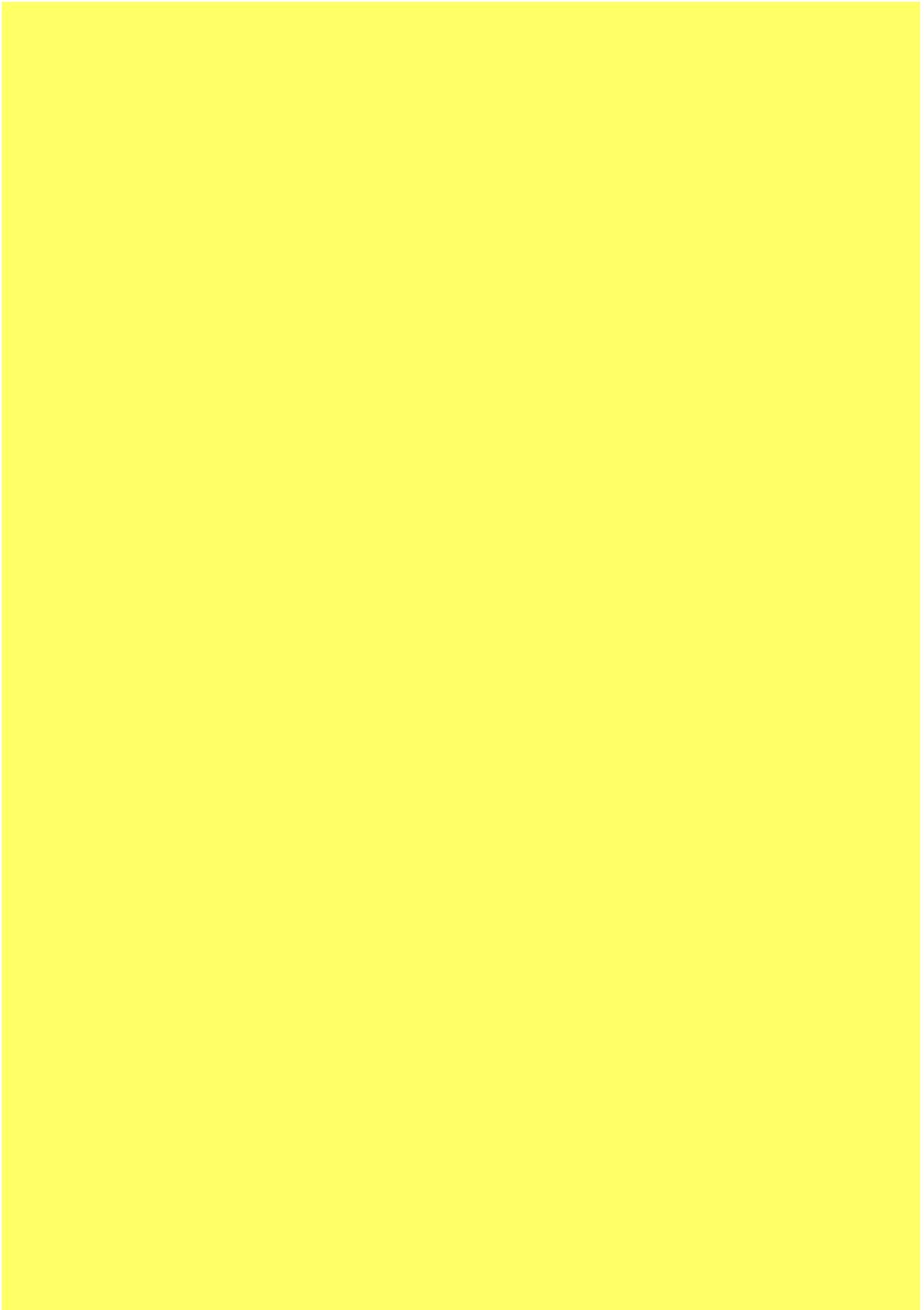
SCHEDULE 19: RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		

Attach additional pages if more space is required.

Signature:		Date:	
Print Name:		Position:	
Tenderer:			



THE CONTRACT

Part C1: Agreements and Contract Data

	Pages
C1.1 Form of Offer and Acceptance.....	50-55
C1.2 Contract Data	56-66
C1.3 Form of Guarantee.....	67-68
C1.4 Occupational Health and Safety Agreement.....	69-70

Part C2: Pricing Data

	Pages
C2.1 Pricing Assumptions	72-73
C2.2 Bill of Quantities	74-76

Part C3: Scope of Works

	Pages
C3 Scope of Work.....	78-96

CAPE WINELANDS DISTRICT MUNICIPALITY

**OPERATION AND MANAGEMENT OF THE REGIONAL WASTE DISPOSAL FACILITY
ON ERF 4014, WORCESTER**

C1.1 FORM OF OFFER AND ACCEPTANCE

IMPORTANT NOTE:

The Tender Form (Offer by Tenderer) shall be completed and signed by all tenderers. Failure to properly complete and sign the Tender Form shall lead to disqualification of the tender.

The Acceptance Form shall be signed by the Employer to formalise the Contract Agreement after the successful tenderer has been formally notified of award.

The Schedule of Deviations forms an integral part of the Contract Agreement.

C1.1 FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

OFFER BY TENDERER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: Contract No: **T2023/23: THE OPERATION AND MANAGEMENT OF THE REGIONAL WASTE DISPOSAL FACILITY ON ERF 4014, WORCESTER.**

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 Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

Rand.....
 (in words);
 R..... (in figures)

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.

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

Name: *(of signatory in capitals):*

Capacity: *(of Signatory):*

Name of Tenderer: *(organisation):*

Address:

Telephone number: Fax number:.....

Witness:

Signature:

Name: *(in capitals):*

Date:

[Failure of a Tenderer to complete and sign this Form of Offer will invalidate the tender]

ACCEPTANCE BY 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 include this Agreement)
- Part C2 Pricing Data, including the Bill of Quantities
- Part C3 Scope of Work

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

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

The Tenderer shall within two weeks after receiving a formal Letter of Award, including the Schedule of Deviations (if any), contact the Employer or its agent (whose details are given in the Contract Data) to arrange the delivery of bonds, guarantees and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, upon receipt of which the Employer will execute the contract by signing this Agreement. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

Signature(s):

Name(s):

Capacity for the Tenderer:

Name of organization:

Name and Signature of Witness: Date:

SCHEDULE OF DEVIATIONS

Notes:

- 1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender,
- 2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here,
- 3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here,
- 4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract,

1. Subject:.....
 Details:

2. Subject:
 Details:

3. Subject:
 Details:

4. Subject:
 Details:

5. Subject:
 Details:

By the duly authorised representatives signing this Agreement, 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:

Signature:

Name: *(in capitals)*

Capacity:

Name of Tenderer *(organisation)*

Address:

.....

Witness: Signature: **Name** *(in capitals)*:

Date:

For the Employer:

Signature:

Name: *(in capitals)*

Capacity:

Name of Employer *(organisation)*

Address:

.....

Witness: Signature: **Name** *(in capitals)*:

Date:

CONFIRMATION OF RECEIPT

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the (day) of(month) 20..... at (place).

For the Contractor:

Signature:

Name: *(in capitals)*

Capacity:

Name of Contractor *(organisation)*

Address:
.....

Witness: Signature: **Name** *(in capitals)*:

Date:

For the Employer:

Signature:

Name: *(in capitals)*

Capacity:

Name of Employer *(organisation)*

Address:
.....

Witness: Signature: **Name** *(in capitals)*:

Date:

C1.2 CONTRACT DATA

General Conditions of Contract

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. "GCC" means the General Conditions of Contract.
- 1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. "Project site" where applicable, means the place indicated in bidding documents.
- 1.21. "Purchaser" means the organization purchasing the goods.
- 1.22. "Republic" means the Republic of South Africa.
- 1.23. "SCC" means the Special Conditions of Contract.
- 1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance,

training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26. "Tort" means in breach of contract.
- 1.27. "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. APPLICATION

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. GENERAL

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity website.

4. STANDARDS

The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. PATENT RIGHTS

- 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. PERFORMANCE SECURITY

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - 7.3.1. bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

- 7.3.2. a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. INSPECTIONS, TESTS AND ANALYSES

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. PACKING

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, and in any subsequent instructions ordered by the purchaser.

10. DELIVERY

Delivery of the goods shall be made by the supplier in accordance with the documents and terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified.

11. INSURANCE

The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

12. TRANSPORTATION

Should a price other than an all-inclusive delivered price be required, this shall be specified.

13. INCIDENTAL

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:

- 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - 13.1.5. Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. SPARE PARTS

- 14.1. As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- 14.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
 - 14.1.2. in the event of termination of production of the spare parts:
 - 14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - 14.1.2.2. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. WARRANTY

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. PAYMENT

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated.

17. PRICES

Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

18. VARIATION ORDERS

In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price and such offers, may be accepted provided that there is no escalation in price.

19. ASSIGNMENT

The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. SUBCONTRACTS

The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract, if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. DELAYS IN THE SUPPLIER'S PERFORMANCE

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.4. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22 without the application of penalties.
- 21.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. PENALTIES

Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. TERMINATION FOR DEFAULT

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - 23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or
 - 23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the

restriction?

- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
- 23.6.2. the date of commencement of the restriction
- 23.6.3. the period of restriction; and
- 23.6.4. the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. FORCE MAJEURE

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. TERMINATION FOR INSOLVENCY

The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. SETTLEMENT OF DISPUTES

- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Notwithstanding any reference to mediation and/or court proceedings herein,

- 27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- 27.4.2. the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.

28. LIMITATION OF LIABILITY

- 28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- 28.1.1. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- 28.1.2. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. GOVERNING LANGUAGE

The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. APPLICABLE LAW

The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

31. NOTICES

- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. TAXES AND DUTIES

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. TRANSFER OF CONTRACTS

The contractor shall not abandon, transfer, cede, assign or sublet a contract or part thereof without the written permission of the purchaser.

34. AMENDMENT OF CONTRACTS

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. PROHIBITION OF RESTRICTIVE PRACTICES.

- 35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has /

have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

- 35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

General Conditions of Contract (revised July 2010)

SPECIAL CONDITIONS OF CONTRACT

Clause 7: Performance

Add the following sub-clause:

“7.5 The time to deliver the Form of Guarantee (Performance Security) is within fourteen (14) days after the Commencement Date.

The amount of the Guarantee shall be equal to six month’s tendered tariff, excluding VAT, but including provision for escalation.”

Clause 11: Insurance

Add the following:

“A Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association.

Liability Insurance covering both the Contractor and the Employer against their respective liability for the death of or injury to any person or loss of or damage to any property arising out of or in the course of the performance of the Contract. Limit of liability insurance is R10 000 000.

Insurance of all plant and resources.”

Clause 17: Price

Add the following:

“The Contract Price shall be subject to contract price adjustment and the rates and prices tendered in the bill of quantities shall be adjusted monthly.

Where applicable, in terms of the foregoing, the value of the invoices submitted shall be adjusted in accordance with the following Contract Price Adjustment formula:

$$F = (1-x)\{aL_t/L_o + bP_t/P_o + cM_t/M_o + dF_t/F_o - 1\}$$

Where:

The value of “x” is 0,15.

The values of the coefficients are:

$$a = 0,10 \quad b = 0,30 \quad c = 0,05 \quad d = 0,55$$

“L” is the Labour Index and shall be the Consumer Price Index – Indices and percentage changes according to area for the Western Cape, All Urban Areas, appearing in the Statistical News Release P0141 (Table 14) of STATSSA.

“P” is the Plant Index and shall be the Index for Moving, grading, levelling, scraping, excavating, tamping, compacting and extracting machinery as published in the Statistical News Release P0151.1 (Table 4) of STATSSA.

“M” is the Materials Index and shall be the Index for Civil Engineering Materials as published in Statistical News Release P0151.1 (Table 2) of STATSSA.

“F” is the Fuel Index and shall be the Index for Diesel as published in Statistical News Release P0142.1 (Table 1) of STATSSA.

The base month is the month before the closing of the tender.”

Clause 22: Penalties

Add the following:

“The events of requirements for which penalties shall be applied, and the corresponding amounts of the penalties,

are as follows:

- (a) Failure by the Contractor to open or to operate the Site on any of the operating days, or closure of the Site for each hour or part thereof during the agreed operating hours;

R1 000 for first hour or part thereof, escalating by R500 for each further one hour period or part thereof.

- (b) Unacceptable attendance to all reasonable complaints from the public (direct or channelled through the Employer's Agent) within 8 working hours of occurrence:

R2 000 for first occurrence, escalating by R500 for each further occurrence to a maximum of R5 000 per occurrence.

- (c) Inadequate nuisance control like litter control, odour control, dust control, rodent control and vector control:

R2 000 for first occurrence, escalating by R500 for each further occurrence to a maximum of R5 000 per occurrence.

- (d) Not caring and maintaining the Site including scattered waste, all buildings and structures, access roads, entrance road, berms and storm water drainage channels, fences, gates and weighbridge.

R500 for first occurrence, escalating by R100 for each further occurrence to a maximum of R1 000 per occurrence, plus the cost of repairing the damage.

- (e) Failure by the Contractor to adequately cover overnight with material any one area of waste exceeding 5.0 m² (excluding limited volumes of waste delivered by the Municipality or its agent after hours) and any exposure in the case of animal carcasses or similar wastes.

R3 000 for first occurrence, escalating by R1 000 for each further occurrence to a maximum of R10 000 per occurrence.

- (f) Any deviation from the operating waste management licence conditions, which includes the "Minimum Requirements for Waste Disposal by Landfill, 1998".

R2 000 for first occurrence, escalating by R1 000 for each further occurrence to a maximum of R5 000 per occurrence.

- (g) Allowing the disposal of materials not being permitted for disposal according to the Minimum Requirements for Waste Disposal by Landfill 1988, the Operational Licence or the Site Rules:

R5 000 for first occurrence, escalating by R1 000 for each further occurrence to a maximum of R10 000 per occurrence.

- (h) Failing to replace or repair broken down equipment or plant within 72 hours of such break down:

R5 000 for first occurrence, escalating by R1 000 for each further 24h or part thereof to a maximum of R10 000 per occurrence.

- (i) Developing the natural landform such that, irrespective of the final landform model, the final side slope in any part of the landfill exceeds a maximum slope of 1 (vertical): 4 (horizontal).

The construction costs required for the additional cut-and-fill to ensure the waste body is shaped such that it will not create a threat of potential side failure and will allow for the compaction of the final capping as part of rehabilitation by means of heavy civil engineering construction equipment.

Employer reserves the right to terminate the Contract if the Contractor is in breach of Contract and fails to rectify such breach of Contract after a second written warning was issued to the Contractor without the necessary remedial action being taken."

C1.3 Form of Guarantee

TENDER NO. T03-2018/19

WHEREAS the **Cape Winelands District Municipality**
(Hereinafter referred to as the Employer”) entered into, a Contract with:

.....
(Hereinafter called “the Contactor”) on the Day of 20.....,
For the **OPERATION OF CELL 1 AT CAPE WINELANDS REGIONAL LANDFILL**

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS has/have at the Request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE do hereby Guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and excussion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the completion date of the works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the completion date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the Guaranteed Sum of Rand
..... (In words); R..... (In figures)
6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.
7. We hereby choose our address for the serving of all notices for all purposes arising here from as

.....
.....
.....
.....

IN WITNESS WHEREOF this guarantee has been executed by us at

On this day of 20.....

Signature

Duly authorized to sign on behalf of

Address

.....

.....

As witnesses:

1

2

C1.4 Occupational Health and Safety Agreement

AGREEMENT MADE AND ENTERED INTO BETWEEN THE CAPE WINELANDS DISTRICT MUNICIPALITY (HEREINAFTER CALLED THE "EMPLOYER") AND

.....
(Contractor/Mandatory/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED.

I,, representing
....., as an employer
in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed aton the.....day of.....20.....

.....
Witness Mandatory

Signed aton the.....day of.....20.....

.....
Witness for and on behalf of
Cape Winelands District Municipality

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarizes himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his sub-contractor/s.
11. No use shall be made of any of the Employer's machinery/plant/equipment/substance/personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

C2. PRICING DATA

C2.1: PRICING ASSUMPTIONS

C2.2: BILL OF QUANTITIES

C2.1: PRICING ASSUMPTIONS

C2.1.1 SCOPE

The Bill of Quantities comprises items covering the measurement and payment of the Contractor's costs of general liabilities, the provision of the service as specified and profit. The Tender Data and Contract Data are to be read in conjunction with the Schedule of Quantities.

C2.1.2 METHOD OF MEASUREMENT AND PAYMENT

The quantity of waste to be disposed is estimated and based on what has been disposed over the previous twelve months. These quantities may also vary depending on the minimization strategies adopted by the municipality. The Tenderer must submit rates for all items in the Bill. The Contractor will be required to handle whatever quantity of waste is received from day to day and his monthly payments will be calculated according to the quantity of waste handled. All quantities in the Bill of Quantities are estimates for the purposes of tender evaluation, since the final quantities under the contract will be determined by the availability of airspace at the current cell of the landfill.

C2.1.3 PRICES AND RATES

The rates and prices to be inserted in the Bill of Quantities are to be the full inclusive prices to be paid by the Employer for the service described under the several items. Such rates and prices shall cover all costs and expenses that may be required in and for the rendering of the service, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

The Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill of Quantities and his attention is drawn to the fact that the Contractor has the right, under various circumstances, to payment for additional services carried out, and that the Employer's Agent is obliged to base his assessment of the rates or prices to be paid for such additional services on the rates inserted in the Bill of Quantities by the Contractor.

A price, rate or the word "NIL" is to be entered against each item in the Bill of Quantities against which a unit of measurement is stated, whether a quantity is stated or not. An item against which no price or rate is entered or for which a word other than "NIL" is entered, will be considered to be covered by the other prices or rates in the Bill of Quantities but the rate will nevertheless be taken as nil and no claim will be considered if the quantity of such item should increase or decrease.

C2.1.4 VALUE ADDED TAX, SURCHARGES AND LEVIES

All rates and prices tendered shall be exclusive of Value Added Tax (VAT) and provided for as a lump sum in the Summary of the Bill of Quantities.

All rates and prices tendered shall be inclusive of any statutory surcharges and levies payable by the Contractor on all items to which these apply at the time of the closing of the tender.

C2.1.5 ARITHMETICAL ERRORS IN PRICED BILL

Arithmetical errors in the priced Bill will be corrected as indicated in the Tender Data.

C2.1.6 REJECTION OF TENDER

A tender may be rejected if the rates or prices for some of the items in the Bill of Quantities are in the opinion of the Employer obviously unreasonable or out of proportion or not in consistence with other rates or prices in the Bill and the Tenderer fails, within a period of seven days after having been notified in writing by the Employer or the Employer's Agent to adjust and/or amend the rates or prices of such items, to make the adjustment(s) and/or amendment(s) required.

C2.1.7 INSCRIPTIONS

The Tenderer must do all his entries in the Schedule of Quantities in legible black ink.

C2.1.8 PRIME COST ITEMS

The Prime Cost items listed in the Bill of Quantities are provisions for work to be done at the sole discretion of the Employer. In such event the Employer will instruct the Contractor to obtain and submit three quotations for the required work to the Employer for decision.

The Contractor shall not be entitled to any mark-up on the value of such quotations. The amounts indicated in the Bill of Quantities, are only for the purposes of tender evaluation and is a provisional amount.

C2.1.9 PROVISIONAL QUANTITIES

The quantities listed in the Bill of Quantities are provisional in nature since the exact quantities of waste to be disposed of are unknown at the time of tendering. The quantities have been calculated using available information at the time of tendering and are given as an indication of what may be expected.

The quantities also reflect the total quantity over the contract duration. For example, in item 2.1 a total of 171,400 tonnes of waste are expected to be received over the duration of the contract during months when less than 10000 tonnes per month have been received.

C2.2: BILL OF QUANTITIES

CONTENTS

SECTION A:	FIXED MONTHLY AMOUNT
SECTION B:	DISPOSAL OF GENERAL WASTE
SECTION C:	WASTE CHARACTERISATION
SECTION D:	PRIME COST ITEMS
DECLARATION	

C2.2 Bill of Quantities

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	RATE	AMOUNT
SECTION A : FIXED MONTHLY AMOUNT					
1.	Lump Sum per month based on providing the operation service at the Landfill as specified inclusive of all resources required. (Provisional Quantity)	Month	120		
TOTAL SECTION A					
SECTION B: DISPOSAL OF GENERAL WASTE					
2	Handling of General waste based on total units of waste <u>disposed per month</u> (excluding suitable cover material, green waste and builder's rubble) in accordance with the specifications: (Provisional Quantities)				
2.1	Less than 10000 tonnes	Tonnes	171,400		
2.2	More than 10000 and up to 12000 tonnes	Tonnes	342,700		
2.3	More than 12000 and up to 14000 tonnes	Tonnes	685,400		
2.4	More than 14000 and up to 16000 tonnes	Tonnes	342,700		
2.5	More than 16000 tonnes	Tonnes	171,400		
2.6	Extra over items 2.1 to 2.5 for operating the site after normal operating hours (waste received after hours)	Hours	480		
TOTAL SECTION B					
SECTION C: WASTE CHARACTERISATION					
4.	Conducting a waste characterization exercise when requested by the Employer (Provisional Quantity)	No	20		
TOTAL SECTION C					
SECTION D: CRUSHING OF BUILDER'S RUBBLE					
5	Mechanical Crushing of Builder's Rubble and stockpiling for use at landfill				
5.1	At the Landfill (Provisional Quantity)	m ³	90,000		
TOTAL SECTION D					
SECTION E: PRIME COST ITEMS					
6.1	Supply and Installation of computer, printer, software and back-up power for weighbridge operation	Sum	1	60,000	60,000
6.2	Maintenance of Infrastructure on site (Provisional Amount)	Sum	1	400,000	400,000.00
6.3	Municipal Service Costs (Provisional Amount)	Sum	1	400,000	400,000.00
TOTAL SECTION E					860,000.00
NET TENDER SUM (Total for Sections A to E)					
ADD: 40% of the above Net Tender Sum as <u>provision</u> for Escalation @ 6% per year					
SUB-TOTAL					
ADD: 15% of the Sub-Total for Value Added Tax (VAT)					
GRAND TOTAL: Carried to Form of Offer and Acceptance					

DECLARATION (In respect of completeness of Tender)

CAPE WINELANDS DISTRICT MUNICIPALITY
29 Du Toit Street
STELLENBOSCH
7600

I/We, the undersigned, do hereby declare that the preceding pages are the Bill of Quantities forming Part C2.2 of this Contract Document upon which my / our tender for T2021/057: The Operation and Management of the Regional Waste Disposal Facility on Erf 4014, Worcester has been based.

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

Name: *(of signatory in capitals)*:

Capacity: *(of Signatory)*:

Name of Tenderer: *(organisation)*:



PART C3: SCOPE OF WORKS

- C3.1 Description of Works
- C3.2 Procurement
- C3.3 Service to be Rendered
- C3.4 Management
- C3.5 Waste Management Licence

C.3.1: DESCRIPTION OF WORKS

C.3.1.1 INTRODUCTION AND BACKGROUND

Tenders are hereby invited from Service Providers for the Operation and Management of the Regional Waste Disposal Facility on Erf 4014, Worcester.

C.3.1.2 OVERVIEW OF THE SERVICE

The service consists of the operation and management of the Cape Winelands Regional Landfill and include the supply of all labour, plant, tools and other resources required. The Contractor will be responsible for the co-ordination of all vehicles, containers, equipment and staff. This must be done in a manner that will ensure that all operations are carried out in a safe, orderly and efficient manner.

The duration of the contract is 120 months and the anticipated commencement date is 1 January 2025.

C3.1.3 GENERAL INTENT

The general intent of this Contract is that the Contractor shall procure all items necessary for the rendering of the service in accordance with the terms of Contract, in a workman-like and expeditious manner.

The Employer's Agent shall have the right to verify that the service is carried out in accordance with this Contract and to approve or reject the quality of service rendered by the Contractor or approved subcontractors.

C3.1.4 EXTENT OF THE SERVICE

The Service in general includes but is not restricted to the following:

1. Receiving all municipal solid waste delivered to the site and dispose of it through landfilling in accordance with the Licence conditions,
2. Receiving all clean builder's rubble and stockpile it for future use as cover material or future treatment thereof,
3. Maintain all infrastructure on site.

C3.1.5 LOCATION OF THE SERVICE

The Service is to be rendered at the Cape Winelands Regional Landfill.

For a locality map, please refer to the locality sketch in **Addendum A** of Part C3.3.

C3.1.6 DEFINITIONS

Builder's Rubble:	Pieces of masonry, concrete, etc. resulting from construction, repair and demolition activities, without reinforcing steel, uncontaminated with general waste and with a maximum particle size of 150mm.
Bulky Waste:	Items, such as motor car bodies, fridges, etc. whose large size precludes or complicates their handling by normal collection, processing or disposal methods.
Municipal Solid Waste:	Domestic Waste. Solid waste generated by retail stores, offices, in the domestic environment and light industry.
Management Committee:	Committee consisting of representatives of the local authorities, the Cape Winelands District Municipality, the Employer's Agent and the respective Contractors. The disposal site will have a Management Committee which will meet to discuss operational matters. The Contractor will be expected to attend these meetings.

Cape Winelands Monitoring: Committee (CWMC)	Committee made up of members of the affected public, regulatory authorities and other interested parties, established in terms of the Licence(s) who, together with the Management Committee, may assist in the monitoring of landfill operations, identify problems and keep the public informed of activities and developments on the Site.
Landfill Site Operator:	The natural or juristic person, or partnership, or group, appointed by the Employer to undertake the operation and management of the Landfill Site in terms of the Contract Document.
Bush Waste:	Plant clippings, pruning and other discarded material from gardens and plot clearing in the municipal area.
Hazardous Waste:	Waste, other than radioactive waste, which is legally defined as hazardous in the state in which it is generated, transported or disposed of. The definition is based on the chemical reactivity, or toxic, explosive corrosive or other characteristics which cause, or are likely to cause, danger to health or to the environment, whether alone or when in contact with each other.
Industrial Waste:	Non-toxic and non-hazardous solid waste that results from industrial processes and manufacturing.
Recycling:	The recovery of any material from the incoming waste, with the intention of re-use or benefit.
Solid Waste:	Useless, unwanted or discarded material with insufficient moisture content to represent free-flowing sludge or to generate free liquid.
Tonnes:	1 000 kg.
Health Care Waste:	Solid waste originating from education, hospital, health care or research facilities.
Transfer Stations:	A permanent facility which provides the infrastructure which allows for the transfer of small quantities of solid waste into large containers, which when full, are removed and transported to a waste disposal facility. Users of the transfer stations include the Municipality, businesses and general public which is operated in a safe, orderly and user-friendly manner.
Bulk waste Container:	Large, open-topped steel containers with either 30 m ³ or 10 m ³ volume, of standardized design and specification for hook-lift system and are compatible with the dimensions of the transfer station loading bays in the Overstrand.

C3.1.7 USE OF REASONABLE SKILL AND CARE

It should also be noted that the infrastructure represents a big capital investment to the Cape Winelands District Municipality. Longevity and minimisation of maintenance requirements and interruptions of services are of paramount importance.

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

C3.1.8 CO-OPERATION WITH THE CLIENT AND OTHER SERVICE PROVIDERS

The Service Provider shall throughout the duration of the contract work in close consultation with the Department Civil Engineering Services of Breede Valley municipality with respect to sharing of the weihbridge.

C3.1.9 REMUNERATION

- No advance payments will be made for any reason whatsoever. The successful tenderer shall be entitled to render monthly accounts which are payable within 30 days. Accounts shall be based on an assessment of the completed work performed to date and according to the tendered rates.

- The successful tenderer will be remunerated as priced in the Bill of Quantities for work completed.
- Any fees or remuneration are inclusive of Value Added Tax.
- No retention money will be deducted.

C3.2: PROCUREMENT

C.3.2.1 PREFERENTIAL PROCUREMENT PROCEDURES

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the Preferencing Schedule (MBD 6.1)

C3.2.2 EMPLOYMENT OF LOCAL COMMUNITY LABOUR

The maximum possible number of local workers is to be employed from the currently unemployed persons in the local community. To this end the Contractor is required to give preference to the use of local community labour and limit the use of non-local labour to key personnel only. Local community labour is defined as people who reside in the area of Cape Winelands District Municipality.

Key personnel are defined as supervisors and skilled labourers without whom a specific task cannot be executed. As far as possible these people should impart their management and other skills to individuals within the local workforce who show a keen interest and display a willingness to learn.

A monthly report on employment of local labour in relation to other employees must be submitted for information to the Employer.

C3.3: SERVICE TO BE RENDERED

THE OPERATION AND MANAGEMENT OF THT CAPE WINELANDS REGIONAL LANDFILL.

C3.3.1 GENERAL DESCRIPTION OF THE OPERATION

A regional (Class B) landfill site has been developed by the Cape Winelands District Municipality near Worcester to serve the waste disposal requirements of mainly the Breede Valley, Langeberg and Witzenberg Municipalities. As a result of the distances between the main wastes generating areas in these municipalities and the Cape Winelands Regional Landfill site, a number of waste transfer stations have been developed by these municipalities to optimise the cost of transport to and from the landfill.

This Contract is for the supply of all labour, plant, tools, equipment and management necessary to operate the Cape Winelands Regional Landfill. This must be done in a manner that will ensure that all operations are carried out in a safe, orderly and efficient manner.

C3.3.2 DESCRIPTION OF SITES AND ACCESS

Cape Winelands Regional Landfill Site

The regional disposal site is situated 320m west of the junction between the R43 and the Aan De Doorns road. GPS coordinates at the existing weighbridge are S33 40 46.10 E19 27 59.99. The road surface leading to the entrance area is surfaced and a suitable gravel road has been provided to the disposal area in the first cell. The landfill site is surrounded with a security fence with gates at the main entrance.

Adjacent to the existing weighbridge is a Material Recovery Facility (MRF) owned and operated by the Breede Valley Municipality. The Regional landfill and the MRF will share the weighbridge, but the area of the MRF has a dedicated security fence and is excluded from the Site of Works under this contract.

C3.3.3 SITE FACILITIES AVAILABLE

The following facilities may be made available for the Contractor and his staff at no extra charge, subject to successful negotiations with the client and other site personnel involved.

Cape Winelands Regional Landfill site:

- Office, Ablutions, Workshop.

C3.3.4 PLANT

All plant used on the Site shall be suitable for the application and prevailing site conditions, of adequate rated capacity, in good working condition, and shall be so designed and constructed as to cause a minimum of dust, noise and air pollution. The plant shall be operated by properly qualified and experienced operators. In the event of a breakdown occurring, the Contractor shall be capable of calling upon such back-up plant within SEVENTY-TWO hours as is necessary to ensure that the operation is not placed in jeopardy.

No plant may be removed from Site without written permission from the Employer's Agent.

C3.3.5 OPERATION

C3.3.5.1 Sources of Waste

The following user groups from the contributing Municipalities are expected to dispose of waste at the Landfill

Municipal Vehicles	- clean builder's rubble
Municipal Vehicles	- illegal dumping's (mainly contaminated Builder's rubble)

Municipal Collection Vehicles	- municipal solid waste in the event of that a transfer station is not operational
Haulage Contractor	- municipal solid waste in bulk containers
Haulage Contractor	- garden waste in bulk containers
Haulage Contractor	- clean builder's rubble in bulk containers
Private vehicles / Contractors	- builder's rubble, general waste

All private vehicles or contractors not hauling waste on behalf of a contributing municipality shall register individually with the Cape Winelands District Municipality and will receive monthly invoices for waste disposed at Cape Winelands Regional Landfill.

If any of the Transfer Stations experience operational shut-downs, the waste will be transported by the municipal collection fleet and/or private vehicles.

C3.3.5.2 Waste Quantities

Cape Winelands Regional Landfill will receive waste from the eastern portion of the District via the existing transfer stations at Wolseley, Touwsrivier, Robertson and Ashton as well as via the existing public drop-offs at Montagu, Bonnievale and De Doorns. More such transfer stations or public drop-offs can be constructed in the future. Municipal solid waste from the town of Worcester will be receive via the municipality's collection fleet.

The calculated average waste volumes to initially be received from these three municipal areas based on their monthly reports to the provincial department of Environmental Affairs and Developmental Planning (DEADP) are as follows:

From Breede Valley Municipality: 77,476 tonnes per annum or 6,623 tonnes per month.

From Witzenberg Municipality: 35,385 tonnes per annum or 2,948 tonnes per month.

From Langeberg Municipality: 34,610 tonnes per annum or 2,884 tonnes per month.

It is not known what percentage of the above calculated volumes will be diverted from landfilling by the municipalities via methodologies such as recycling, chipping, composting and/or crushing.

The eventual volume of waste received at the landfill for landfilling can therefore not be guaranteed.

C3.3.5.3 Operating Hours

The Cape Winelands Regional Landfill Site is open for the delivery of waste on Monday to Friday including Public Holidays from 08h00 to 18h00, with the last vehicle entering over the weighbridge at 18h00.

C3.3.5.4 Use of Site after Hours

The Cape Winelands Regional Landfill site will generally not be opened outside of normal hours. The Contractor shall make provision for emergency operations, which will fall outside of normal hours if requested and motivated by one or more of the contributing Municipalities via the Cape Winelands District Municipality.

C3.3.5.5 Contractor's Resources

Note that the Contractor is required to provide all plant, staff, tools, equipment, consumables, fuel, etc for the Rendering of the Service. He shall ensure that the Employer's Agent is, at all times, in possession of an up-to-date register of all staff, labour, plant and equipment employed.

C3.3.5.6 Stockpiles

The Contractor shall take all reasonable measures to keep his working areas and stockpiles, clean and orderly. The following shall apply:

- Uncontaminated builder's rubble will be stockpiled at the designated areas.
- The stockpile of uncontaminated builder's rubble shall not exceed an area of 500 m².

Mechanical equipment must be available from time to time to shape stockpiles and clean up the site.

C3.3.5.7 Recycling Rights

The Contractor will not be permitted to recycle material that has been disposed.

C3.3.6 THE OPERATION OF THE SITE WILL INCLUDE THE FOLLOWING MAJOR FUNCTIONS:

C3.3.6.1 Access control

For the full duration of the Contract, the Contractor shall provide competent and reliable person(s) to manage access to the site on a full-time basis, during normal working hours.

The Contractor shall be responsible for keeping the entrance to the site in a clean and neat state. This includes the removal of all mud and refuse deposited on the road at the site entrance (particularly during wet weather) and the collecting of all wind-blown or scattered refuse and litter emanating from the waste delivery and disposal operation. This activity must be performed daily.

Access control shall at all times be performed in a responsible and courteous manner, ensuring that only vehicles with waste permitted in accordance with the Licence conditions, are allowed on site.

C3.3.6.2 Operation of weighbridge system and generation of reports

Personnel will be required to inspect the incoming waste and to confirm that it conforms to the General Waste category, according to the Licence.

The waste must be verified as general waste by visual inspection by the gatekeeper and confirmed with the transporter. Industrial wastes, liquids, sludges, and drummed wastes should be regarded as potentially hazardous. In the event of such wastes being intercepted, the site operator should be informed, and hazardous waste must not be accepted at the landfill site. It must be directed back to the generator for subsequent disposal at a licensed hazardous waste facility, as appropriate. At all times the precautionary principle should apply, i.e. any consignment of waste suspected of being hazardous, must be considered hazardous unless proven otherwise by means of laboratory testing. No hazardous or medical waste may be accepted at the landfill site. Details of the source and type of all waste, as well as the vehicle and owner, must be recorded.

The operator at the landfill working face must also ensure that no hazardous or medical wastes are disposed of in this area.

One weighbridge has been installed and commissioned. This system is used to record the mass of all waste loads delivered to site. The Contractor must supply a computer and printer, as well as the necessary software to enable the capture of details of vehicles, loads, dates etc. The Contractor will operate the computer and record all waste entering the site (e.g. category, account details, vehicle details etc.) as well as all material leaving the site, i.e. compost and leachate. Every vehicle off-loading waste at this disposal facility shall receive on exit a written confirmation of the waste type and waste weight. The Contractor shall also provide a suitable UPS or inverter/battery as back-up power supply to operate the weighbridge, computer and printer during periods of loadshedding of at least 4 hours with 3 hour intervals between loadsheddings.

The calibration of the weighbridge will be done regularly by the Weighbridge supplier/installer for the employer's account.

In order to ensure that no data is lost as a result of damage to the weighbridge computers or fire in the Weighbridge control building, the Contractor will be expected to make daily backup files of all data. These data are to be saved onto suitable computer media, which are to be stored in a safe place, in the Manager's office and off-site.

Apart from the Contractor's responsibility to make backup of daily transactions, the Employer will, at regular intervals, draw data from the computers for processing of invoices to the various site users.

The Contractor shall supply his own additional computer and associated equipment for his administrative functions, if required.

C3.3.6.3 Voice and Data Communication

The Contractor shall apply for and maintain for the duration of the Contract, Voice and Data communication at the Site at his own costs.

C3.3.6.4 Maintenance of access roads and controlling of traffic within the site

The Contractor shall construct and maintain site roads to the disposal area on site, as and when required during the Contract Period. The roads must be:

- Usable in both wet and dry conditions.
- Comfortably able to accommodate two large passing vehicles.
- Sufficiently smooth and even, without potholes, to enable large loaded vehicles to travel at 20 km/h, without damage or discomfort.
- All gradients shall be flatter than 1 in 10.
- Watered during dry weather for dust suppression and have sufficient surface drainage for wet weather.

Clear and easily understandable speed limit, traffic control and direction signs shall be provided from the Site entrance to the off-loading point at the working face as part of this contract by the Contractor.

C3.3.6.5 Waste deposition and compaction

Waste deposition will be conducted in adherence with proven sanitary landfill principles (as per "Minimum Requirements for Waste Disposal by Landfill, 1998") of spreading, compacting and daily covering of waste. To achieve this, a single daily cell shall be constructed, compacted and enclosed by cover material on each operating day. The recommended height of a daily cell is 750mm after compaction, but before cover. This daily cell will be contained within the waste cell. In order to expose as little waste as possible to rainfall and the environment and to afford the best compaction, daily cells will be as narrow as is practical. The size of the daily cell will be determined by the volume of incoming waste and number of vehicles to be accommodated during the day, so to avoid traffic congestion.

"End tipping", where waste is pushed over the edge of an advancing face, is not permitted. Waste will be deposited using the area spreading and compaction method. The waste deposited within a working cell and spread in 300mm – 400mm thick layer and compacted with a minimum of three passes with a 25-ton landfill compactor until a daily compacted height of approximately 750mm is reached.

"Pioneering Layer" - In order to protect the liner system, where applicable, during the placement of the first layer of waste, a 1 m thick pioneering layer of waste must be end-tipped and flattened, and a road pioneered on the geotextile-covered stone drainage layer. No waste collection vehicles or waste compaction plant may come into direct contact with the liner system.

Waste disposal is then to progress in a series of well-managed terraces, minimizing the risk of water infiltration, erosion and fires, with operations screened on all sides by the screening berms built with soil or covered waste and progressively filled behind with waste.

Uncontaminated building rubble received is to be stockpiled for future crushing, but the finer portion (smaller than the size of a brick) received could also be used as cover material or for the construction of site roads, berms, etc.

Berms shall be constructed by obtaining selected soil from excavations, approved borrow areas or stockpiles or suitable builder's rubble. They shall be constructed by end-tipping material, dozing and compacting it in layers, to form durable embankments of good, regular appearance with a typical cross-section to minimize erosion.

Waste shall be deposited at the toe of the daily cell and worked upwards by spreading and compacted by using a landfill compactor of minimum operating weight of 25 tonnes to an average density of at least 900 kg/m³. Once compacted, the height of a strip will not exceed 1000mm in any situation. The preferred average height is 750mm. This may however vary towards the outer edge of the final landform, since the daily cell depths will have to be adjusted to meet the final landform shape.

In order to maximize compaction effort, the slope of the working face shall be at an angle of approximately 1 in 3 to enable the plant to spread and compact the waste deposited at the toe of the cell, upwards upon the working face.

The actual compaction density achieved shall be calculated annually by dividing the mass of waste disposed by the airspace consumed, determined by means of a topographical survey, for the Employer's account.

The upper horizontal surface of a daily cell shall be finished such that it has a fall of at least 1:50 and not greater than 1:10, towards the working face, thus making it possible for the floor of the following lift, to drain away from the working face.

Cover material obtained from the stockpile shall be deposited above the daily cell at the top of the ramp so as to enable exposed compacted refuse to be covered as soon as required and not necessarily only at the end of the operating day. The layer of waste must be compacted before being covered with cover material. In all cases, a strategic stockpile of cover, enough for at least one week, should be maintained close to the working face for use in emergencies. The cover to waste ratio should be 1:5 in the compacted waste body. The Operator should size the daily working area to achieve this.

At the end of an operating day the entire waste surface area shall be enclosed by cover material having an average compacted thickness of 150 mm above the mean surface to the compacted waste.

Space must be available at the working face to enable vehicles to manoeuvre and reverse without causing excessive congestion. A minimum cell width determined by the number of vehicles disposing simultaneously must be maintained to enable vehicles to work alongside each other, while the waste is compacted.

Animal carcasses and other putrescible waste are to be disposed of at the toe of the working face and covered immediately by disposing the next load of waste onto the carcasses. The Contractor shall pay special attention to ensuring that the whole carcass is covered, with no protrusions of feet/hoooves, tails, heads/horns etc. Notwithstanding the above, stricter regulations may be enforced by the Municipal Health Department of the District Municipality.

Spoilt foodstuffs of condemned products may be disposed of on the landfill by the method of Safe Disposal. The foodstuff must be disposed of at the toe of the working face where after it must immediately be destroyed beneath the compactor and covered by disposing the next load of waste onto the foodstuff. Extreme care should be taken that none of these foods are salvaged by any of the vehicle drivers or operating staff. Notwithstanding the above, stricter regulations may be enforced by the Municipal Health Department of the District Municipality.

Unique to landfills in the Cape fruit-growing regions such as the CWDM, is large volumes of overripe and damaged fruit which are sometimes disposed of in large volumes over a single growing season. Large volumes should not be accepted on site without prior arrangement and planned mitigation measures, that control the acidic leachate that would be produced. Fruit waste must be covered immediately with sufficient quantities of cover material and lime added if necessary. Vast loads of fruit cannot be accepted on site and must be sent back to the owner. Spoiled fruit waste should preferably not be landfilled, but rather be beneficiated via technologies such as composting or anaerobic digestion.

No tyres may be accepted at the landfill.

Liquid wastes may not be disposed at the landfill. The National Norms and Standards' (23 August 2013) definition of liquid waste is: Waste which has an angle of repose of less than 5 degrees, or becomes free-flowing at or below 60°C or when it is transported, or is not generally capable of being picked up by a spade or a shovel, or waste with a moisture content of >40% or that liberates moisture under pressure in landfill conditions, and which has not been stabilised by treatment.

Sludges from water or wastewater treatment works generally contains more than 40% moisture and should not be disposed by landfill. If sludges are accepted for disposal, sludges are to be disposed of at the toe of the working face and then covered by disposing the following waste loads on top of it, completely covering the sludges.

The Contractor shall reduce the volume of items of bulky waste, as far as is practical, by the use of his/her plant.

A wet weather cell on the main disposal site shall be kept available which has a surface of course, well drained material, such as builder's rubble and coarse ash, which can be used as the disposal area

when conditions become too wet in other areas. The wet weather cell must have sufficient capacity to accommodate two weeks' waste.

All plant and vehicles must be parked in a neat and orderly fashion, during the after hour periods.

The Contractor will be expected to provide and make use of movable litter fences in order to prevent wind-blown litter from leaving the working area. These fences must be kept in a good state of repair and be available for deployment at all times. They must be of such a construction as to be efficient in moderate to high winds.

C3.3.6.6 Provision and placement of cover material

Sources of cover material include:

- Material stockpiled from previous excavations.
- Soil brought to the site
- Fine or Crushed Builder's Rubble

Sufficient material for the covering of compacted waste on a daily basis must be made available by the Contractor. Furthermore, a strategically placed emergency stockpile of cover material, sufficient for one week of operation, should always be maintained.

C3.3.6.7 Control of nuisance

The Contractor shall take all reasonable measures to operate the Site so as to reduce and, where possible, prevent nuisances, such as:

- Odour (by applying sanitary landfill procedures for compaction and covering, as well as the removal and treatment of leachate exposed to the atmosphere).
- Dust (by means of watering).
- Flies and rodents (by applying sanitary landfill procedures of compaction and covering, as well as by placing fly bait at the working face, composting area etc).
- Noise (by ensuring that all plant silencers, etc are in good working order) and by limiting the operations to the prescribed hours.
- Windblown litter (by applying sanitary landfill procedures of compaction and covering, as well as using litter catch fences where required and picking up the litter which has been scattered in the area).
- Fires (by applying sanitary landfill procedures of compaction and cover will minimise the availability of oxygen. Where fires do occur, the burning waste should be exposed, spread, and smothered with cover material. ON NO ACCOUNT IS WATER TO BE ADDED.)
- No scavenging shall be allowed on the working face. The removal from the work face of sharp steel objects which could cause punctures to waste collection vehicle tyres as well as tyres disposed of with the general waste, is however a requirement.

C3.3.6.8 Washing the wheels of vehicles leaving the site

The Contractor will be responsible for washing the wheels of vehicles leaving the site to prevent mud from being deposited on the entrance road and public roads, if and when applicable. The nature of the equipment required to achieve this, will be left to the discretion of the Contractor, provided that the desired result is achieved.

C3.3.6.9 Maintenance of site drainage system

The Contractor shall prevent undue contact between waste and storm water, so as to minimize the volume of contaminated run-off and leachate.

All water that has been in contact with waste will be considered to be contaminated. Water, with which contaminated water comes into contact, will also be considered to be contaminated.

The underlying principles of landfill site drainage are as follows:

- All run-off water must be diverted away from the waste, to prevent water contamination and minimise leachate generation.
- Where contaminated water or leachate does arise on site, it must be managed and kept out of the environment.

- Clean, uncontaminated run-off water must not be permitted to mix with and increase the volumes of contaminated water.

A drainage system which achieves the above has been constructed and must be maintained. As part of the leachate management procedure, the quality of both leachate and contaminated water should be monitored on a regular basis to determine the suitability for discharge to the sewage treatment plant or other disposal methods.

Detailed on-site drainage at the working faces must continuously be adapted and developed as the landfill develops. Detailed on-site drainage must also be properly managed as follows:

- All clean, uncontaminated water must be allowed to flow off the site into the natural drainage system, under controlled conditions.
- The base of the site at the working face must be so graded that water drains away from the deposited waste.
- All water contaminated by contact with waste must be contained and discharged into the run-off water pond.
- All leachate collected must be discharged into the leachate dam.
- All temporarily and finally covered areas must be graded and maintained to promote run-off and eliminate ponding or standing water.

C3.3.6.10 Record keeping

The Contractor shall maintain detailed daily and cumulative records of the following aspects and these shall be available for inspection by the Employer's Agent at all times:

- Quantity of cover placed
- Quantities of waste handled (including mass, category, origin and registration detail of each vehicle)
- Daily position of depositing on site
- Complaints lodged
- Accidents
- Site Protocol Violations
- Breakdowns and stoppages
- Weather conditions including minimum and maximum temperature, wind and rainfall
- Site Diary to record unusual incidents
- Plant on site
- Personnel on site, inclusive of ID no. and gender

The supply of consumables for record keeping, reporting and the operation of the weighbridge, is the responsibility of the Contractor.

The Contractor shall have an alternative manual record keeping system in place in the event of electrical backup system failure.

C3.3.6.11 Reporting

The Contractor shall report monthly before the 3rd or the first workday thereafter on the records kept as stipulated in 2.1.10 above and keep these records and reports available for site meetings and site audits by the regulating authority.

Any non-compliance with regard to the Waste Management Licence or any South African legislation shall immediately be reported to the Employer's Agent.

C3.3.6.12 Staffing

For the operation of the facility, the following staff compliment is recommended to ensure that the site is operated to a high standard:

- One Site Manager - this person is responsible for the proper operation of the entire facility. The site supervisor must ensure that all the facility requirements are fully complied with.
- One Site Operator - this person is responsible for operating the waste disposal area and hence the Landfill Compactor. The plant operator will also be responsible for operating the tractor-trailer, tractor-water cart and other landfill equipment.
- One Gate Controller - to control access and record waste loads during operating hours. The gate controller can also act as the spotter to direct vehicles to the correct tipping area.

- Two litter pickers and general workers.
- Two security guards for general site security.

C3.3.7 MAINTENANCE OF THE SITE

The Contractor shall maintain all aspects of the Site, inclusive of all infrastructure, in order to ensure its smooth and efficient operation and to prevent undue deterioration of any item. The Contractor shall bear all maintenance costs other than the costs of materials required as a result of normal wear and tear. These will, subject to prior approval by the Employer's Agent, be borne by the Employer.

Should it at any stage be evident that a large repair has resulted because the Contractor did not take action at an earlier stage, and that the Contractor has no good reason for not having taken earlier action, the cost of that repair will be for the Contractor's account? In maintaining the site the Contractor will be expected to perform maintenance work on his/her own initiative and without first being instructed to do so by the Employer's Agent. Should the Contractor be unsure of the course of action to be taken, the Employer's Agent shall be notified timeously.

Included in the Maintenance of the Site are:

(a) Buildings

The Contractor shall be responsible for the upkeep of the buildings and structures used by him. This will include, but not be limited to the following:

- repair of any damage of deterioration to any of the buildings, other than normal wear and tear maintenance;
- general housekeeping to ensure that the buildings inside and outside as well as the areas surrounding them are kept clean and neat;
- upkeep and maintenance of gardens and landscaped areas;
- ensuring clean and hygienic conditions in all toilets, showers and washbasins;
- Maintenance of all doors.

On termination of the Contract, all buildings shall be left in a thoroughly clean and sound condition, to the satisfaction of the Employer's Agent.

(b) Access road

The Contractor shall be responsible for the maintenance of all temporary and permanent access road (i.e. those roads within the site boundary to provide access to the working face).

- Unsurfaced roads: This work will include the watering of the surface to prevent dust nuisance, the grading and filling in of pot-holes from time to time, the resurfacing of the road with selected graded material or building rubble free from reinforcing and with particle size less than 300 mm as well as any other repair work to ensure that access to the working area is provided in a safe and usable condition, to the satisfaction of the Employer's Agent. All roads shall be to an all-weather standard.
- Surfaced roads: This work will include keeping the road free of all litter, mud etc. as well as ensuring that storm water facilities are not blocked.

(c) Berms and storm water drainage channels

The Contractor shall be responsible for keeping all berms and storm water channels in good condition and blockage free, so that they will adequately perform their intended function. Silt accumulating in the storm water drains shall be removed on a regular basis. Where required, temporary berms and storm water drainage channels shall be provided by the Contractor to ensure the safe and sound operation of the waste disposal site. Such berms and channel are only to be constructed after consultation with the Employer's Agent, in order to ensure that it will not interfere with the long-term development plan for the Site.

(d) Fences, gates and entrance

The Contractor shall monitor the fences and gates of the perimeter area and report any damage to the Employer. All bushes and trees that grow on the line of the security fence are to be removed and the roots killed.

(e) Weighbridge

The Contractor shall be responsible for the care (upkeep but not regular maintenance and adjustment) of the weighbridge and peripherals and any damage caused by misuse or negligence shall be made good by the Contractor at his/her own cost. The Contractor shall supply all consumables for the operation of the weighbridges, associated computer equipment and peripherals. The regular cleansing of the weighbridge (surface and underneath) is included in the definition of upkeep).

(f) Alien Vegetation

The total number of exotic plant species is moderately high and the percentage of declared weeds and invaders were found to be excessive. In terms of the amendments to the regulations under the Conservation of Agricultural Resources Act, 1983 (Act No. 43 of 1983) landowners are legally responsible for the control of invasive alien plants on their properties.

C3.3.8 WASTE MINIMISATION

The reduction in the amount of waste being sent to landfill is in line with the Waste Act. Reduction of waste to landfill saves on transport, development, and environmental costs. Accordingly, all means to improve and achieve higher levels of waste diversion will be continued to be actively pursued by all the contributing municipalities. For this reason, the quantity of waste delivered to the landfill cannot be guaranteed.

C3.3.9 COSTS TO BE BORNE BY THE CONTRACTOR

The following costs will be borne by the Contractor:

- Cost of providing sureties, insurance of plant, public liability insurance, unemployment insurance, the cost of compliance with the requirements of the Workmen's Compensation Act and the Occupational Health and Safety Act, complying with statutes and by-laws etc. and the costs of continuing to meet these obligations, inclusive of the monitoring of the staffing's health.
- Costs of providing, establishing, commissioning and maintaining adequate facilities, plant, tools, labour and equipment on the Site to enable the Operation of all the facilities to proceed in terms of the Contract and shall include the costs of furniture, tools, equipment, storage facilities, communications, security and access facilities, sanitation, the wages of staff and transport costs incurred in connection with such staff. It is a condition of this contract that no staff member may be remunerated at a rate less than the applicable local minimum wage.
- Costs for the control of nuisances, maintaining the Site in a neat and clean condition and for dealing with complaints.
- Costs of care and maintenance of the Site including scattered waste and litter, all buildings and structures, access roads, entrance road, berms and storm water drainage channels, fences, gates and weighbridges.
- Costs of the Contractor's company and head office overhead costs and costs of all other obligations that are not recovered on the basis of the units of waste disposed of.
- Cost of dealing with other contractor's on site.
- Costs of removal from the Site of all items established and for making good to the satisfaction of the Employer's Agent at the conclusion of the Contract.
- Cost of maintaining of access roads to the disposal area, the control of traffic on the Site, the supply and erection of traffic control/direction/safety/warning signs within the site and the provision of assistance to vehicles that become stuck on Site.

- Costs of maintaining cut-off berms and storm water drains and dealing with storm water, contaminated runoff and leachate.
- Costs of providing 24 hr communications and contact for the Landfill Operator.
- Costs of 24 hr security to protect the infrastructure and equipment on site.
- Costs of handling, spreading and compacting the waste and of constructing daily cells on the existing footprint, including a wet weather cell, and for dealing with bulky waste, animal carcasses and safe disposal as required.
- Costs of access control at the gate and the keeping of detailed daily records.
- Costs of all consumables for the keeping of detailed records and the operation of the Site (including the supply of the computer, printer, back-up power, appropriate software and standby equipment).
- Costs of acquiring on site, stockpiling, spreading and compacting cover material, including the final shaping of the natural landform.

C3.3.10 THE CHARACTERISATION OF WASTE

C3.3.10.1 General Description of the Operation – Characterisation

The Contractor will conduct waste characterisation exercises on waste received from sources as determined by the Municipality's Solid Waste Manager at six-month intervals. A waste characterisation exercise will be conducted over five working days and the waste will be characterised in 15 to 20 categories as determined by the Municipality's Solid Waste Manager. Approximately 20 labourers will be required for the duration of the exercise as well as the following equipment and personal protection equipment:

- 30 dust masks
- 25 pairs of Nitrile gloves
- box (100) latex gloves (small)
- box (100) latex gloves (large)
- 120 plastic aprons
- 500 black refuse bags
- 100 clear refuse bags
- brooms
- mops
- 2 spades
- litres of disinfectant
- 20 buckets
- or 2 scales
- 1 tarpaulin sheet to work on or alternatively 5 tables
- Stationary

C3.3.10.2 Record Keeping

The Contractor shall maintain detailed records of the following aspects of waste characterization and these shall be available for inspection by the Employer's Agent at all times:

- Origin of samples
- Weight of samples taken
- Weight of each fraction (material type) in sample (up to 20 types)
- Calibration certificate of scale(s)

C3.3.11 THE CRUSHING OF UNCONTAMINATED BUILDER'S RUBBLE

C3.3.11.1 Crushing of Builder's Rubble

Members of the general public, building contractors and the Municipalities are being encouraged to separate their builder's rubble from the domestic waste stream and to off-load clean builder's rubble at a designated area at the Regional Landfill. The builder's rubble is being stockpiled in the area where the crushing will take place.

The Contractor must provide for the supply of all labour, plant, tools, equipment and management necessary to provide mechanical crushing of builder's rubble at the landfill. The Contractor will be responsible for the co-ordination of all vehicles and crushing equipment. This must be done in a manner that will ensure that all operations are carried out in a safe, orderly and efficient manner.

All plant used on the Site shall be appropriate for the application and prevailing site conditions, of adequate rated capacity, in good working condition, and shall be so designed and constructed as to cause a minimum of dust, noise and air pollution.

All plant shall be operated by properly qualified and experienced operators. In the event of a breakdown occurring, the Contractor shall be capable of calling upon such back-up or replacement plant within 48 hours as is necessary to ensure that the operation is not placed in jeopardy.

During the crushing periods there shall at all times be a qualified person, fully equipped with the necessary health and safety requirements, on site.

The Contractor shall take all reasonable measures to operate the Site so as to reduce and, where possible, prevent nuisances, such as:

- Dust (by ensuring that unnecessary airborne material is not generated during operations).
- Air pollution (by ensuring that plant is in optimal working condition).
- Noise (by ensuring that all plant silencers, etc are in good working order and by limiting the operations to the prescribed hours).
- Wind-blown material (by picking up chips which has been scattered in the area).

The Contractor shall maintain detailed daily records of the following aspects and these shall be available for inspection by the Engineer at all times:

- Quantities of crushed material handled.
- Complaints lodged.
- Accidents.
- Breakdowns and stoppages.
- General weather conditions (e.g. Temperature, rainfall, and wind direction).

The supply of consumables for record keeping is the responsibility of the Contractor.

The Contractor must provide machinery and operators for the loading of the builder's rubble into the crusher and to move the crushed material around, cleaning up spillage and the heaping up of loose material into stockpiles as required at the crushing area. This equipment and operator will be required on a part time basis only.

The end-use of the crushed material will be as cover material on the Landfill or for the use in the construction of wet weather roads on the Landfill. **The crushed material remains the property of the Municipality and is not for the use of the crushing Contractor.**

The Contractor shall:

- During times of operation direct all vehicles off-loading builder's rubble to an orderly stockpile area and redirect any members of the public to the correct area if they have mixed or contaminated builder's rubble.
- Mechanically crush the material accumulated on site on a day-to-day (during time of operation) basis and keep stockpiles neat and tidy at all times.
- Keep accurate record of the volume of crushed material.

- Ensure that the operation continues in all weather conditions.
- Reduce noise (by ensuring that all plant silencers, etc are in good working order and by limiting the operations to the prescribed hours.
- Observe the Site rules for the landfill.
- Ensure that all crusher(s), containers and vehicles are kept in a clean and good condition at all times.

C3.3.12 MEASUREMENT AND PAYMENT

C3.3.12.1 Basic Principles and Method of Measurement

The Contract has been so structured as to provide for a contract period of 120 months.

Variability in the waste quantities can, however, be expected due to seasonal changes and improvements in the quantity of recycled material.

The Contractor shall be paid monthly based on the actual number of tonnes registered at the weighbridge at the landfill site, excluding the tonnes of garden waste and clean builder's rubble. Regular audits on the measuring system may be carried out by, or on behalf of, the Employer, the Financial Managers, or the Local Councils.

C3.3.12.2 Scheduled items

Contractual requirements

The unit of measurement shall be the month (mnth).

The Tendered rate shall include full compensation for, inter alia, costs of providing sureties, insurance of plant, public liability insurance, unemployment insurance, the cost of compliance with the requirements of the Workmen's Compensation Act, complying with statutes and by-laws etc., the costs of continuing to meet these obligations and any other costs of a time-related nature.

Disposal of General Waste

The unit of measurement shall be per tonnes as recorded and weighed at the weighbridge of the Landfill Site.

The Tendered rate shall include full compensation for, inter alia, the following:

- Costs of providing, establishing, commissioning and maintaining adequate facilities, plant, tools, labour and equipment to enable the operation to proceed in terms of the Contract and shall include the costs of furniture, tools, equipment, storage facilities, communications, security and access facilities, sanitation, the wages of supervisory staff and transport costs incurred in connection with such staff.
- Costs for the control of nuisances
- Costs of the Contractor's company and head office overhead costs and costs of all other obligations.
- Costs of keeping all detailed daily records.
- Costs of all consumables for the operation and the keeping of detailed records.
- Costs of dealing with reasonable complaints from members of the public.
- Costs of complying with specifications.

Full-scale operation after working hours

The unit of measurement shall be the hour (hr) of after hour work approved by the Employer's Agent. The tendered rate shall include full compensation for all those items set out under clause 3.2.2 except that the costs for the first 60 hrs of such work per annum shall be carried by the Contractor.

Waste Characterization

The Contractor shall be paid per characterization exercise as and when it is requested by the Employer.

The unit of measurement shall be per exercise.

The Tendered rate shall include full compensation for the following:

- Costs of labour for the five working days required for a characterisation exercise
- Costs of providing initial training to labourers with respect to waste characterisation
- Costs of all equipment and consumables required for a characterisation exercise
- Costs of record keeping of the relevant data
- Costs of transferring the separated samples to the workface of the landfill

Builder's Rubble Crushing

The Tendered rate shall include full compensation for all resources required for crushing, stockpiling, managing of stockpiles, loading, transporting, offloading, and satisfying all requirements and obligations as specified. The rate shall also cover the survey for volume calculations.

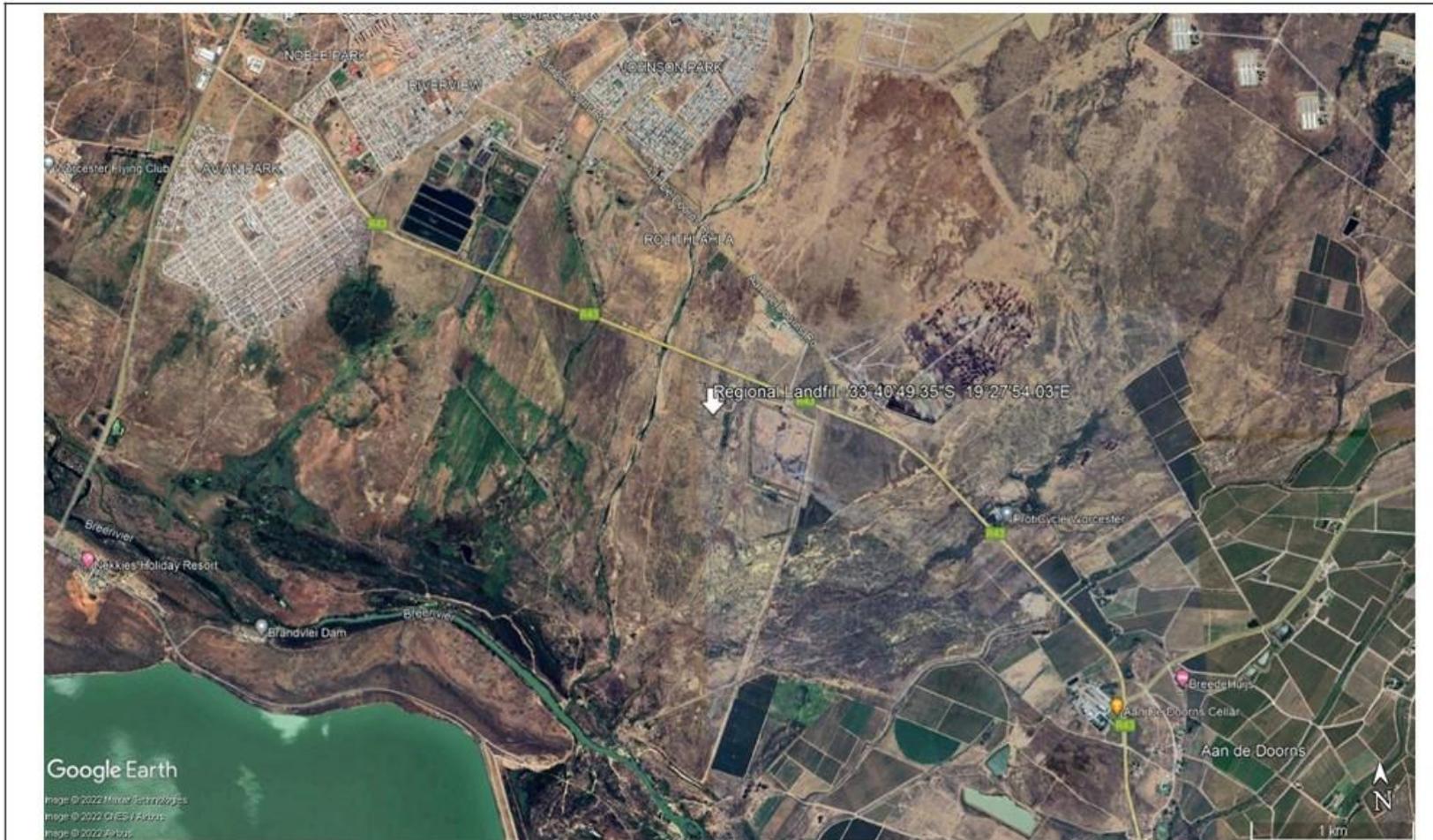
Prime Cost Items

The Prime Cost items listed in the Bill of Quantities are for the supply and installation of a computer, printer, weighbridge software and power back-up, the maintenance of any Infrastructure at the landfill and for municipal accounts payable such as for the disposal of leachate at the local municipality's wastewater treatment works. It is a provision at the sole discretion of the Employer. In such event the Employer will instruct the Contractor to obtain and submit three quotations, where applicable, to the Employer for decision.

The Contractor shall not be entitled to any mark-up on the value of such quotations. The amount indicated in the Bill of Quantities is only for the purposes of tender evaluation and is a provisional amount.

C3.3.13 PENALTY FOR NON-COMPLIANCE OF SPECIFIED SERVICE

The penalties applicable to this contract shall be as outlined in the Special Conditions of Contract.



CLIENT:	CAPE WINELANDS DISTRICT MUNICIPALITY	DESIGNED:	W.Moyers	 <p>JPCE Specialist Consulting Engineers 60 Bracken Street, Brackenfell, 7560 P.O. Box 901, Brackenfell, 7561 Tel: +27 (0) 952 6570 Fax: +27 (0) 981 0666 e-mail: info@jpce.co.za</p>
PROJECT:	OPERATION OF REGIONAL LANDFILL	DRAWN:	W.Moyers	
DRW. TITLE:	ADDENDUM A	CHECKED:	J.G. Palm	
		DATE:	06/2022	
		SCALE:	n.t.s	

C.3.4: MANAGEMENT

C.3.4.1 FULL-TIME MANAGEMENT

The Contractor shall provide a full-time Landfill Manager to manage all aspects of the landfill operation. The Landfill Manager must be contactable 24 hours per day in the event of any emergencies or serious problems that may arise, but does not have to be on site during operating hours.

C3.4.2 CONTRACTOR'S RESPONSIBILITY IN TERMS OF THE OHS ACT

The Contractor shall be responsible for complying with the Occupational Health and Safety Act, Act 85 of 1993.

C3.4.3 MANAGEMENT MEETINGS

The Management Committee will meet on a monthly basis (or more frequently if required) to discuss all and any matters relating to the operation of the Site and to up-date and review the overall plan of operation. Decisions made, minutes and agreed upon at these meetings will be binding on the parties. It is however to be noted that decisions may need to be approved by Council. A meeting schedule will be drawn up at the commencement of the Contract.

The Cape Winelands Regional Landfill Monitoring Committee (CWMC), on which the Management Committee also serves, will meet annually.

External auditing in accordance with the Licence conditions will be undertaken by external auditors appointed by the Employer.

Quarterly internal audits will be performed by the Employer during which time the Contractor's Landfill Manager and Operator will be required to accompany the Employer's representative during the inspection.

C3.4.4 DAILY RECORDS

The Contractor shall maintain a site diary in a logbook to be kept on Site.

C3.4.5 PAYMENT CERTIFICATES

The Contractor shall substantiate claims for payment with the relevant invoices in order to expedite verification and certification by the Employer's Agent.

C3.4.6 PROOF OF COMPLIANCE WITH THE LAW

The Contractor shall provide proof of compliance with any relevant legislation for verification by the Employer's Agent as necessary.

C4: WASTE MANAGEMENT LICENCE



Reference: 19/2/5/4/B2/32/WL0085/23

For attention: Mr. Christo Swart

The Municipal Manager
 Cape Winelands District Municipality
 P.O. Box 91
WORCESTER
 6949

Email: christo@capewinelands.gov.za

VARIATION OF THE WASTE MANAGEMENT LICENCE FOR THE PROPOSED CONSTRUCTION AND OPERATION OF THE CAPE WINELANDS DISTRICT MUNICIPALITY (CWDM) REGIONAL GENERAL WASTE DISPOSAL FACILITY (WDF) (EAST), ERF NO. 4014, WORCESTER

WASTE MANAGEMENT LICENCE

A. DECISION

I, Lance McBain-Charles, in my capacity as the Acting Director: Waste Management of the Department of Environmental Affairs and Development Planning (hereinafter referred to as "the Department"), in terms of the National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008), as amended (NEM:WA), hereby issue this Waste Management Licence (hereafter referred to as "the Licence") to the above-mentioned Licence Holder for the operation of the Cape Winelands District Municipality Regional General WDF (east) on Remainder of Erf No. 4014, Worcester, Breede Valley Municipality.

B. DESCRIPTION OF THE PROPOSED ACTIVITY:

The activity entails the operation of the regional WDF.

- (a) The Facility will only accept general waste.
- (b) Due to the proposed size/footprint of the active disposal area, the disposal area will be engineered in phases for financial and operational reasons.
- (c) A material recovery facility is not part of the current application, but the proposed site has spatial provision for a material recovery facility.

The following activities have been identified in the NEM:WA "List of waste management activities that have, or are likely to have, a detrimental effect on the environment", published as Government Notice (GN) No. 921 of 29 November 2013, as amended, and are hereby authorised:

Category A

- 3(3): The recycling of general waste at a facility that has an operational area in excess of 500m², excluding recycling that takes place as an integral part of an internal manufacturing process within the same premises.
- 3(12): The construction of facilities for a waste management activity listed in Category A of this Schedule (not in isolation to associated waste management activity).

Category B

- 4 (8): The disposal of general waste to land covering an area in excess of 200m² and with a total capacity exceeding 25 000 tons.
- 4 (10): The construction of a facility for a waste management activity listed in Category B of this Schedule (not in isolation to associated waste management activity).

In this Licence, "Director" means the Director: Waste Management of the Western Cape Department of Environmental Affairs and Development Planning, who may be contacted at the address below:

Director: Waste Management
Department of Environmental Affairs and Development Planning
Private Bag X9086

CAPE TOWN

8000

In this Licence, "Director: RPW" means the Director: Resource Protection and Waste of the Department of Water and Sanitation: Western Cape Provincial Operations, who may be contacted at the address below:

Director: RPW: Western Cape Provincial Operations
Department of Water and Sanitation

Private Bag X16

SANLAMHOF

7532

The granting of this Waste Management Licence is subject to compliance with the conditions set out in Section C.

C. LICENCE CONDITIONS

LICENCE NUMBER:	19/2/5/4/B2/32/WL0085/23
CLASS:	G:M:B- (CLASS B)
WASTE APPLICATION:	WASTE DISPOSAL FACILITY ACTIVITIES OF THE CAPE WINELANDS DISTRICT REGIONAL GENERAL WASTE DISPOSAL FACILITY (EAST)
LOCATION:	ERF NO. 4014, WORCESTER, WESTERN CAPE PROVINCE
LICENCE HOLDER:	CAPE WINELANDS DISTRICT MUNICIPALITY
CONTACT PERSON:	MR. CHRISTO SWART
ADDRESS:	P.O. BOX 91, WORCESTER, 6849

1. LOCATION

- 1.1. This Licence authorises the Cape Winelands District Municipality to operate a regional general WDF on the remainder of Erf 4014, Worcester, Western Cape Province (hereinafter referred to as "the Facility").
- 1.2. The footprint of the Facility, according to co-ordinates indicated in the Application for Waste Management Licence dated June 2011 and the Waste Management Licence Application Additional Information Annexure dated 2 March 2015, submitted by the Licence Holder, is defined as follows:

Number of Corners	Latitude (S)	Longitude (E)
1	33° 40' 40.43"	19° 27' 48.04"
2	33° 40' 45.59"	19° 28' 1.87"
3	33° 41' 2.73"	19° 28' 0.12"
4	33° 41' 15.30"	19° 27' 48.99"
5	33° 41' 8.25"	19° 27' 33.80"
6	33° 41' 1.31"	19° 27' 35.79"

- 1.3. Location of the property on which Facility is situated:

Latitude (S)	Longitude (E)
33° 40' 51.94"	19° 27' 58.18"

- 1.4. Surveyor General 21-digit code: C08500040000401400000.
- 1.5. The footprint of the Facility and its associated infrastructure cover an area of 48.1ha.

2. PERMISSIBLE WASTE

- 2.1 Any portion of the Facility which has been constructed or developed according to the G:M:B- (Class B) containment barrier design, according to the NEM:WA "National Norms and Standards for Disposal of Waste to Landfill", published as GN No. R. 636 on 23 August 2013, and approved in writing by the Director, may be used for the disposal of general waste.

- 2.2 The Licence Holder must take all steps to ensure that the following are not disposed at the Facility:
- 2.2.1. Any organic or inorganic element or compound which may have a definite acute or chronic negative effect on human health and/or the environment, due to its toxic, physical, chemical or persistent characteristics and which corresponds with the NEM:WA definition of hazardous waste.
- 2.2.2. Any health care risk waste.
- 2.3 The Licence Holder must provide for the disposal of waste that is not permitted to be disposed of at the Facility. Any waste that is not permitted to be disposed of at the Facility must be disposed of at an appropriately licensed WDF which meets the legal requirements of the NEM:WA.

3. APPOINTMENT OF A WASTE MANAGEMENT CONTROL OFFICER

- 3.1 A Waste Management Control Officer (WMCO) or Environmental Control Officer (ECO) must be appointed, who will monitor and ensure compliance and correct implementation of all mitigation measures and provisions as stipulated in the Licence and EMPr, prior to any construction activities occurring on site. The WMCO/ ECO must:
- 3.1.1. Identify and submit potential measures to the Licence Holder and the Licensing Authority in respect of waste minimisation, including the reduction, recovery, re-use and recycling of waste;
- 3.1.2. Report any non-compliance with any Licence conditions or requirements or provisions of NEM:WA to the Licensing Authority through means reasonably available; and
- 3.1.3. Monitor the construction activities and ensure that the construction plans are in accordance with the approved engineering design.

4. CONSTRUCTION

- 4.1 The construction of the Cape Winelands District Municipality Class B Waste Management Facility should be in accordance with the Cape Winelands District Municipality New Landfill Development, Proposed Class B Landfill Site Design Report Revision A, compiled by Envitech Solutions (Pty) Ltd, dated February 2023.
- 4.2 Cape Winelands District Municipality Regional Landfill Site (East)- Worcester Geohydrological and Geotechnical Specialist Study compiled by GEOSS- Geohydrological and Spatial Solution International (Pty) Ltd., dated 10 September 2013.
- 4.3 Thirty-one signed drawings: ES-754-2022-001 to ES-754-2022-031, signed by KP Matulovich, (Pr Eng# 20190729).
- 4.4 Department of Water and Sanitation (DWS) Checklist, signed by KP Matulovich (PR Eng# 20190729), dated 07 March 2023.
- 4.5 Department of Water and Sanitation, Chief Directorate: Engineering Services comments dated 03 May 2023.
- 4.6 Department of Water and Sanitation, Directorate: Water Use Authorization Scientist Production: Geohydrology comments dated 08 May 2023.
- 4.7 Construction within the Site must be carried out under the supervision of a Professional Civil Engineer, registered under the Engineering Profession of South Africa Act, 2000(Act 46 of 2000).
- 4.8
- 4.9 Any development which occurs within the 1:100-year flood line and/or within 500m from the boundary of a wetland would require a water use licence in terms of section 40 of the National Water Act, 1998 (Act No. 36 of 1998)(NWA).
- 4.10 Limitations: The Record of Decision (RoD) and Licence does not exempt the Licence Holder from complying with any other legislation including section 40 of the NWA. The RoD refers only to the activity as specified and described in the signed design report and drawings listed under documentation submitted for consideration and addressed in these conditions.
- 4.11 Accountability: the authorities shall not be held responsible for any damages or losses suffered by the Licence Holder or its

successor in title, in any instance where construction or operation subsequent to construction is temporarily or permanently stopped for reasons of non-compliance by the Licence Holder with the conditions of approval as set out in the RoD or any other subsequent document emanating from these conditions of acceptance.

- 4.12 Commencement: One week's written notice must be given to the Director and the Director: RPW before commencement of construction activities. Such notice shall make clear reference to the site location details and reference number of the project as indicated above and include a rudimentary construction program. Similarly, one week's written notice must be given to the Director and the Director: RPW before commencement of the operational phase activities.
- 4.13 Deviations from the accepted design: The Licence Holder must notify the Director and the Director: RPW in writing, within twenty-four (24) hours, if any condition of this design and its acceptance cannot be, or is not, adhered to during construction and operation. The notification must be supplemented with reasons for non-compliance and include proposed rectification measures.
- 4.14 Design and construction records: Design and construction records, including topographical surveys and methodical materials test results (on all materials used), shall be maintained and archived and accessible for life of the facilities (including decommissioning). (For pollution control and waste disposal facilities the survey shall include the WDF boundary co-ordinates and co-ordinates of inlet and outlet penetrations as well as elevations, and similar for installed instrumentation). Overtopping of pollution control dams (PCDs) or Return Water Dams (RWDs) and similar containment infrastructure: The discharge of leachate or polluted water from any pollution control dam (or return water or process water dam or potentially polluted stormwater dam), to the environment (or similar non-compliant containment), is to be reported as an incident within twenty-four (24) hours, and treated as such, with appropriate remediation. Similarly, pollutant discharges from sumps or manholes on pipeline routes shall be reported and treated as an incident.
- 4.15 Demarcation, cordons, barriers and warning systems: The Licence Holder must place and maintain cordons, barriers and warning systems around facilities to define the nature and extent of each disposal or waste management area, and avoid intersection of different waste types as per the NEMWA Regulations 2013.
- 4.16 Monitoring of performance: The infrastructure shall include instrumentation and monitoring systems to confirm design, construction and operational phase assumptions which influence performance. All significant differences between predicted and actual performance of facilities shall be reported to the Director and the Director: RPW annually in writing or upon request.
- 4.17 Independent Auditing: The Licence Holder is to ensure that there is no alignment between facility owner, engineer, contractor, subcontractors, material suppliers, and CQA agent in the implementation of the design and construction quality assurance plans, in compliance with the Competitions Act (as well as Treasury Regulations for State Owned Entities) and is accountable, therefore. A declaration to this effect is to be included in the supporting documentation to the construction completion certificate when called for.
- 4.18 Validity: The RoD apply only to the proposed infrastructure in the design report, provided such is implemented within a period of three (3) years from date of approval, unless superseded by Regulations prior to that date and for the quantity and quality of waste specified therein, i.e., The Cape Winelands District Municipality Waste Disposal Facility Cell 1 and leachate dam and potentially polluted stormwater dam.
- 4.19 Sub-surface drainage: The Licence Holder shall confirm the adequacy of the shallow sub-surface drains to prevent uplift of the barrier system (in the cell and leachate dam) noting in particular the presence of a perched water table which is being intersected by the excavation.
- 4.20 Design detail of the leachate dam barrier system: The Licence Holder shall confirm the layout of the leachate dam barrier system as a primary geomembrane liner underlain by a cusped drainage layer, which in turn is underlain by a secondary geocomposite liner of 1.5mm HDPE GM over GCL on the foundation preparation layer, (as opposed to the description in the report and details shown on drawing no. ES-754-22022-018-A, which inverts the GM and GCL, negating the geocomposite effect and reducing the cusped drain performance due to anticipated GCL intrusion into the flow channels).
- 4.21 Panel shrinkage of GCLs: The Licence Holder shall confirm that the 100mm thick specified concrete layer in the leachate dam and cushion GT in the Cell 1 are adequate to overcome panel shrinkage for the life of the Facility and during construction respectively.
- 4.22 Total tensile strain in geomembrane: The Licence Holder shall confirm that the total tensile strain (comprising plane strain and

- bending strain) is less than 3% for the actual materials used and load to be ultimate load to be imposed (including construction phase) for both the Cell 1 and the leachate dams secondary geomembrane liner.
- 4.23 Confirmation of containment barrier performance: The Licence Holder shall confirm the post construction assessed leakage rates based on the actual materials used and CQA implementation, noting that the wrinkle lengths shall be limited to 14m and that the proposed poor construction assumption in the design report of 5 wrinkles with holes per hectare is unacceptable. This shall be validated for both WDF Cell 1 and the leachate collection dam, noting that the electric leak location survey specified in the design report shall be undertaken on the secondary geomembrane of the leachate dam.
- 4.24 Confirmation of stability: Due to the stability in the design report relying on assumed shear strengths, the Licence Holder shall confirm the stability of the Facility using the actual materials implemented on site in accordance with SANS 1526 and engineers' recommendations in Section 12.2 on Page 32 of the design report. This confirmation shall be included in the engineer's Construction Completion Report and supporting documentation.
- 4.25 Confirmation of multi-cell leachate management: The Licence Holder shall ensure that the leachate collection system performance of each cell is not compromised by subsequent developments nor a loss in integrity of liner continuity.
- 4.26 Cost effectiveness of design: The Licence Holder should be afforded the opportunity to substantially reduce costs without compromising pollution control standards by way of inter alia amending the design of the potentially polluted stormwater dam barrier system and allowing for a greater depth/height of waste to reduce cost per cubic meter, and confirming the minimum thickness of the leachate collection system aggregate layer required (which is 150mm in the regulations but specified as 300mm thickness in the design report).
- 4.27 The maximum height of the Facility above mean sea level and natural ground level must be established by the Licence Holder and a report must be submitted to the Department for approval six (6) months after the implementation of this Licence in order to confirm the proposed height of the Facility.
- 4.28 The Facility and any portion thereof may only be used for the disposal of permissible waste if it has been constructed or developed according to the relevant conditions of this Licence.
- 4.29 Construction and further development within the proposed WDF shall be carried out under the supervision of a Registered Professional Engineer. Any development regarding the Facility must adhere to a Class B containment barrier design as described in GN No. R636. and must include a lined leachate collection dam. The design drawings must be approved in writing by the Director before construction may commence.
- 4.30 The Licence Holder must ensure that Construction Quality Assurance (CQA) takes place during construction and geosynthetic material must comply with relevant South African National specifications, or any prescribed management practice or standards which ensure equivalent performance. Details of quality assurance during construction must be provided; this must also include confirmation that construction will be supervised by a registered professional engineer.
- 4.31 The as-built drawing shall confirm the position of infrastructure relative to the 1:100-year floodline; that manhole lid invert levels are at least 100mm above the 1:100-year flood level and for sewer lines crossing watercourses and dolomitic areas the pipeline is HDPE and either flanged or continuously butt-welded.
- 4.32 Contaminant Containment Assurance (All 21 g water use): The CQA plan shall be implemented by an independent person registered with ECSA (as a professional engineer, technologist, or technician), with roles and responsibilities as defined in SANS 10409 (2020) and shall certify the COC supporting documentation as correct.
- 4.33 After construction of the Facility or further development within the Facility, the Licence Holder shall notify the Director thereof and the person referred to in condition 4.7 shall submit a certificate to the Director informing him/her that the construction of the Facility or further development within the Facility, as proposed by the Licence Holder and approved by the Director, is in accordance with recognised civil engineering practice and the requirements of this Licence before disposal of waste may commence at the Facility. If the Director is satisfied with the construction of the Facility or any further development within the Facility and has given written permission, the Licence Holder may use the Facility or any further development within the Facility for the disposal or any other waste management activity mentioned above in the "description of the proposed activity".
- 4.34 Construction Completion Report: The Licence Holder shall provide the authority with the engineer's certificate of completion (COC) and supporting documentation to confirm that construction was in accordance with the accepted design and

- construction quality assurance (CQA) plan for written acceptance prior to use. The supporting documentation shall include a summary of test results which includes the number of tests; minimum, and mean value; standard deviation; and number of failures for each test method required by the CQA plan in compliance with SANS standards (being the latest version at the time of commencement of construction). For pollution control barrier systems, the COC report shall confirm the predicted service life and total solute transport design phase assessment based on construction quality control/assurance results including materials compatibility confirmation and total tensile strain development, as well as the result of the electric leak location survey.
- 4.35 Works shall be constructed and maintained on a continuous basis by the Licence Holder to divert and drain from the Facility in a legal manner, all runoff water arising on land adjacent to the Facility, which could be expected as a result of the estimated maximum precipitation during a period of twenty-four (24) hours with an average frequency of once in fifty (50) years (hereinafter referred to as the “estimated maximum precipitation”). Such works shall under the said rainfall event, maintain a freeboard of half a metre.
- 4.36 Works shall be constructed and maintained on a continuous basis by the Licence Holder to divert and drain from the working face of the Facility, all runoff water arising on the Facility, which could be expected as a result of the estimated maximum precipitation and to prevent such runoff water from coming into contact with leachate from the Facility. Such works shall, under the said rainfall event, maintain a freeboard of half a metre and be lined to the satisfaction of the Director, to prevent pollution to groundwater.
- 4.37 Runoff water referred to in condition 4.35 shall comply with the quality requirements of the General and Special Standard, as published in Government Notice 991 of 18 May 1984, or with such quality requirements as may from time to time be determined by the Director and the Director: RPW shall be drained from the Facility in a legal manner.
- 4.38 Runoff water referred to in condition 4.35 which does not comply with the quality requirements applicable in terms of condition 4.36 and all sporadic leachate from the Facility, shall, by means of works which shall be constructed and maintained on a continuous basis by the Licence Holder and shall be lined as approved by the Director: RPW to prevent pollution to groundwater:
- 4.38.1 Be treated to comply with the aforementioned standard and discharged in a legal manner;
- 4.38.2 With the written approval of the Director: RPW, be evaporated in lined dams as approved by the Director: RPW; and/or
- 4.38.3 Be discharged into any convenient sewer if accepted by the authority in control of that sewer.
- 4.39 The Facility shall be constructed in accordance with recognised civil engineering practice to ensure that it remains stable.
- 4.40 The slope of the sides of the Facility must be constructed and maintained in such a manner that erosion and damming is prevented.
- 4.41 Any development which occurs within the 1:100-year flood line and/or within 500m of the boundary of a wetland would require a water use licence in terms of section 21 of the NWA.
- 4.42 It must be ensured that the barrier systems specified for both the waste disposal area and the leachate pond are commensurate (corresponding in size or degree; in proportion) and in compliance with NEMWA GN No. R. 636.
- 4.43 Since Geosynthetic Clay Liners (GCL) are considered as alternatives to compacted clay liners, before the disposal of waste commences, confirmation must be provided that no cation exchange is likely to occur between the GCL and the in-situ material or leachate.
- 4.44 Slopes may not exceed a gradient of 4 horizontal: 1 vertical, unless equivalent performance is demonstrated.
- 4.45 The Licence Holder must ensure that an area is demarcated for fuelling and workshop services and such area must be bunded to reduce the possibility of soil and water contamination.
- 4.46 Storage of any hazardous materials/substances during construction, operation and decommissioning phases must be on adequately bunded floors and the walls on bund areas must be impervious to prevent infiltration of any spills/leaks into the subsurface soil and groundwater.

5. GENERAL MANAGEMENT

- 5.1 A contractual agreement must be signed and agreed upon, by all the participating municipalities before the commencement of the activity, outlining the proposed funding for the management and future closure of the Facility.
- 5.2 The draft Environmental Management Programme (EMPr) dated October 2012, submitted as part of the final EIAR, is hereby approved and must be implemented together with all the conditions of this Licence.
- 5.3 An application for the amendment to the EMPr must be submitted to the Licensing Authority if any further amendments are to be made to the EMPr and this may only be implemented once the amended EMPr has been authorised by the Licensing Authority.
- 5.4 The Licence Holder must place and maintain cordons, barriers and warning systems around facilities to define the nature and extent of each disposal or waste management area, and avoid intersection of different waste types as per the Government Notice No. R. 636 which forms part of the NEM:WA Regulations, 2013.
- 5.5 The EMPr must be included in all contract documentation for all phases of implementation.
- 5.6 The waste management listed activities on the Facility must be managed by fit and proper persons who are competent in respect of the responsibilities to be undertaken by them.
- 5.7 The Licence Holder must within six (6) months of the date of signature of this Licence submit a Waste Disposal Facility Airspace Determination Report which estimates the volume of available airspace at the Facility, as well as the estimated time left for disposal at the Facility and inform the Department thereof in writing. Thereafter, annual airspace availability reports must be submitted to the Department.
- 5.8 The Licence Holder must notify the Director and Director: RPW immediately of events or incidents that may cause significant environmental damage or breach the requirements of the EMPr.
- 5.9 A copy of this Licence and the EMPr must be kept at the Facility where the waste listed activities will be undertaken. The Licence and EMPr must be produced to any authorised official of the Department who requests to see it for the purposes of assessing and/or monitoring compliance with the conditions contained herein, and must be made available for inspection by any employee or agent of the Licence Holder who works or undertakes work at the Facility.
- 5.10 Any persons having duties that are or may be affected by the matters set out in this Licence must have convenient access to a copy of it, kept at or near the place where those duties will be carried out.
- 5.11 Waste disposed of at the Facility may not be reclaimed from active waste cells and/or the working face.
- 5.12 The Licence Holder shall remain responsible for the Facility, and/or any of its impacts arising from the operations on the environment.
- 5.13 A detailed hydrocensus must be conducted to identify the current groundwater uses and users, water quality status and level within a 1 km radius of the Cape Winelands District Municipality Regional General WDF before the operational phase.
- 5.14 In case of pollution at a later stage, the cause of the pollution must be determined , and remediation measures must be implemented to reduce the potential for mitigation of any contaminants from the site.

6. IMPACT MANAGEMENT

6.1 SITE SECURITY AND ACCESS CONTROL

- 6.1.1 The Licence Holder must prevent unauthorised access to the Facility by having the Facility enclosed with a fence that is at least 1.8m in height and lockable gates of equal height.
- 6.1.2 All entrances to the Facility must be manned during operating hours and locked outside operating hours.
- 6.1.3 Weatherproof, durable and legible notice boards must be displayed at each entrance to the Site in at least three of the official languages applicable to the area. These notices must prohibit unauthorised entry, contain details of alternative disposal facilities and must contain the name, address and telephone numbers of the Licence Holder and the person responsible for the operation of the Facility.
- 6.1.4 The Licence Holder must prevent the acceptance, reclamation, reuse and recycling of waste that is not authorised for treatment and processing at the Facility as per Condition 2.

6.2 IMPACT MANAGEMENT

- 6.2.1 The presence of any nuisance such as vectors (flies and vermin), exposed waste, windblown litter, bad odours, etc. must be regularly prevented and monitored and monitoring results must be kept in terms of Condition 14.1.
- 6.2.2 Any complaint from the public must be attended to by the Licence Holder, who must take all reasonable and practical steps to alleviate the cause of the complaint within a reasonable timeframe to the satisfaction of the Department and record it in terms of Conditions 13 and 14 of this licence.
- 6.2.3 Waste disposed of at the Facility must be compacted and covered daily with a minimum of 150 millimetres of soil or other material approved by the Director so as to prevent it being blown around during windy conditions.
- 6.2.4 Uncontaminated runoff water must under no circumstances be used to dilute leachate emanating from the Facility but must be diverted to and discharged into the nearest storm water channel.
- 6.2.5 Waste may not be burned at the Facility.
- 6.2.6 Run-off water arising on the Facility must not come into contact with the waste.
- 6.2.7 A buffer zone must be established and maintained around the Facility. This buffer zone must be established by registering a servitude on the adjacent properties. Notice must be given to adjacent property owners that livestock will graze within the buffer zone at own risk. This buffer zone must restrict any residential development within the following distances of the Facility as determined in the Air Quality Impact Assessment conducted by Jan Palm Consulting Engineers cc and included in the final EIR dated February 2014:
 - (a) 1000m west of the western Site E boundary.
 - (b) 150m south of the southern Site E boundary.
 - (c) 300m east of the eastern Site E boundary.
- 6.2.8 The Licence Holder must ensure that the provisions of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) are met to ensure the health and safety of staff.
- 6.2.9 The Licence Holder must ensure that litter or mud arising from the activities that may cause pollution are cleared from affected areas outside the Facility as soon as practicably possible.
- 6.2.10 The Licence Holder must ensure that effective dust control is exercised to avoid any dust emanating during the construction phase and any potential dust during the operational phase from the processing of the waste, as well as access roads where there is a potential for dust generation.
- 6.2.11 The Licence Holder must ensure that wastewater is not discharged to a water source, or to land where it could cause pollution. Wastewater should be contained and disposed of in terms of the relevant legislation.
- 6.2.12 The Licence Holder must ensure that suitable fencing and indigenous vegetation are established and maintained around the Facility to effectively screen the Facility from nearby roads and residential areas, paying attention to blending in with the natural environment of the area.

7. OPERATIONS

- 7.1 The Licence Holder must ensure that stormwater is prevented to flow onto and off the Facility (including through the entrance gate) by means of clay and soil berms.
- 7.2 Erosion-protection must be provided to berms by means of vegetation.
- 7.3 The areas designated to various processes or waste types should be clearly marked.
- 7.4 The Licence Holder must make use of moveable fences or any other appropriate method to control and curtail any windblown litter.

8. INVESTIGATIONS

, in the opinion of the Director, any environmental pollution, nuisances or health risks may be or are occurring on the Facility, the Licence Holder must investigate the cause of the problem and take reasonable steps to alleviate the problem in consultation with the Director or/and the Director: RPW.

9. MONITORING

9.1 WATER MONITORING

- 9.1.1 The Licence Holder must implement a groundwater and surface water monitoring network to monitor groundwater contamination that might emanate from the Cape Winelands District Municipality Regional General WDF. However, the Licence Holder must also implement the following recommendations:
- 9.1.2 The propose new development of Cape Winelands District Municipality Regional General WDF must not be constructed on or near geological features such as lineaments, dykes, faults, shallow water table or on areas with potential for increased infiltration to groundwater.
- 9.1.3 The groundwater monitoring network must include four (4) monitoring boreholes, BH_1, BH_2, BH_3 and BH_4, which were drilled upgradient and downgradient of the proposed new development of Cape Winelands District Municipality Regional WDF.
- 9.1.4 The surface water monitoring network must include the following surface water monitoring point Hex_R and Pipe Outflow.
- 9.1.5 If there are any hydrocensus borehole (external users) within one(1) km of the proposed Cape Winelands District Municipality Regional WDF, must be incorporated into the groundwater monitoring network.
- 9.1.6 The Licence Holder must ensure that the monitoring boreholes are capped to avoid tampering with groundwater quality from surface pollution or human interference and to also ascertain that the results provided are a true reflection of the boreholes.
- 9.1.7 The proposed Cape Winelands District Municipality Regional General WDF currently have four (4) monitoring boreholes (BH_1, BH_2, BH_3 and BH_4). Should any of the boreholes be found to have collapsed or be tempered with during the construction phase, new boreholes must be drilled.
- 9.1.8 Water quality data must be collected on a quarterly basis while water level data must be collected on a monthly basis for groundwater monitoring.
- 9.1.9 The groundwater quality and surface water monitoring must be conducted for parameters under Table 1.10 of Geohydrological and Geotechnical Specialist Study Report, and not limited to relevant other parameters.
- 9.1.10 Ground water Impact Assessment study must be conducted for proposed development of Cape Winelands District Municipality Regional General WDF and the assessment must include the groundwater potential impacts and mitigation of management measure.
- 9.1.11 Geohydrological model must be constructed using the data that will be collected from monitoring events and the model must be continually updated using the monitoring data in an effort to detect pollution at the early stages.
- 9.1.12 An assessment of the monitoring network must be conducted in a space of two (2) years after commencement of the proposed development of Cape Winelands District Municipality Regional General WDF, if there is a need, the monitoring network must be extended over time to accommodate the migration of contaminants through the aquifer.
- 9.1.13 The hydrochemical data generated from existing monitoring boreholes must be used to assess water quality during construction, operational, decommissioning, and post-decommissioning phases with regular interpretation of results and

must be done by a qualified person or Professional Geohydrologist.

- 9.1.14 The applicant must investigate the sources of the elevated concentrations of all Chemical Oxygen Demand (COD), Cyanide (CN) concentration, Chromium (Cr), and Lead (Pb) parameters found in monitoring and production boreholes (BH_2 and BH_4). The investigation results must inform the implementation of appropriate management measures to minimise and to ensure the desired concentrations are achieved or met within one (1) year after issuance of this Licence.
- 9.1.15 A Groundwater Impact Assessment Study must be conducted for the proposed development of the Cape Winelands District Municipality Regional General WDF and the assessment must include the groundwater potential impacts and mitigation or management measures.
- 9.1.16 In the event that the groundwater resources and surrounding groundwater users are affected by migration of pollution from the Cape Winelands District Municipality Regional General WDF, the users must be compensated with potable water.

9.2 DETECTION MONITORING

9.2.1 Liner Leakage and failure detection monitoring:

- 9.2.1.1 The leachate detection system must be consistently monitored for possible leakages. Should a leak or failure be suspected or detected, it must be regarded as an incident according to condition 14.1 below and be addressed to the satisfaction of the Director.
- 9.2.1.2 Inspections of liners, where liners are accessible, must be performed monthly. Liners must be repaired or replaced when inspection tests show deterioration or leakage and these corrective actions shall be performed to the satisfaction of the Director.

9.3 INVESTIGATIVE MONITORING

- 9.3.1 In the event pollution detected on site, the applicant must implement the remediation measures to reduce the potential for migration of any contaminants from the site. The remedial measures must be approved by the Responsible Authority.

10. METHODS OF ANALYSIS

- 10.1 Sample analysis, for samples taken under the monitoring programme specified in condition 9, must be conducted by a recognized analytical laboratory, accredited by the South African National Accreditation System (SANAS), or that participates in a recognised Proficiency Testing Scheme to analyze the relevant constituents in the monitoring program. The Licence Holder shall carry out all tests in accordance with methods prescribed by and obtainable from the South African Bureau of Standards (SABS), referred to in the Standards Act, 2008 (Act No. 8 of 2008), to analyse the samples taken under monitoring, specified in condition 9.
- 10.2 The Licence Holder shall only use another method of analysis if written proof that the method is at least equivalent to the SABS method is submitted to the Director and the Director: RPW.
- 10.3 The Licence Holder must put in place a monitoring and measurement plan that must amongst others include:
- (a) Air quality monitoring.
 - (b) Yearly topographical survey (to constantly monitor available airspace).

11. AUDITING

11.1 INTERNAL AUDITS

- 11.1.1 Internal audits must be conducted quarterly (four times per year) by the Licence Holder and on each audit occasion an official report must be compiled by the relevant auditor to report the findings of the audits, which must be made available to and submitted to the Director.

11.2 EXTERNAL AUDITS

- 11.2.1 The Licence Holder must appoint an independent external auditor to audit the Facility quarterly and this auditor must compile an audit report documenting the findings of the audit, which must be submitted by the Licence Holder to the Director.
- 11.2.2 The audit report must:
 - 11.2.2.1 Comply with the format and requirements set by the Director;
 - 11.2.2.2 Specifically state whether conditions of this licence are adhered to;
 - 11.2.2.3 Include an interpretation of all available data and test results regarding the operation of the site and all its impacts on the environment;
 - 11.2.2.4 Specify target dates for the implementation of the recommendations to achieve compliance; and
 - 11.2.2.5 Specify whether corrective actions which was taken for the previous audits nonconformities was adequate.

12. DEPARTMENTAL AUDITS AND INSPECTIONS

- 12.1 The Director and the Director: RPW reserves the right to audit or inspect the Facility without prior notification at any time and frequency as may be determined by the Director and the Director: RPW, or to have the Site audited or inspected.
- 12.2 The Licence Holder must make any records or documentation available to the Director and the Director: RPW upon request, as well as any other information the Director and the Director: RPW may require.

13. RECORD KEEPING

- 13.1 Design and construction records, including topographical surveys and methodical materials test results (on all materials used), shall be maintained and archived and accessible for the life of the WDF (including decommissioning).
- 13.2 The Licence Holder must keep records of the following:
 - 13.2.1 All monitoring results.
 - 13.2.2 Tonnage of waste received, reclaimed, treated and transferred.
 - 13.2.3 Waste types and source.
 - 13.2.4 Nuisances and complaints at the Facility.
- 13.3 All records required or resulting from activities required by this Licence must:
 - 13.3.1 Be legible;
 - 13.3.2 Be made available to anyone who may request them and should form part of the any audit report;
 - 13.3.3 If amended, be amended in such a way that the original and any subsequent amendments remain legible and are easily retrievable;
 - 13.3.4 Be retained in accordance with documented procedures which are approved by the Department; and
 - 13.3.5 Be made available upon the request of the Director.

14. REPORTING

- 14.1 The Licence Holder must, within twenty-four (24) hours, notify the Director of the occurrence or detection of any incident on the Facility which has the potential to cause, or has caused any pollution.
- 14.2 The Licence Holder must within fourteen (14) days, or such time specified by the Director, from the occurrence or detection of any incident referred to in condition 14.1, submit an action plan, which must include a detailed time schedule and resource allocation signed off by management to the satisfaction of the Director, of measures taken to:
 - 14.2.1 Correct the impact resulting from the incident;

- 14.2.2 Prevent the incident from causing any further impact; and
- 14.2.3 Prevent a recurrence of a similar incident.
- 14.3 The discharge of leachate or polluted water from any pollution dam to the environment is to be reported as an incident within twenty-four (24) hours, and treated as such, with appropriate remediation. Similarly, pollutant discharges from sumps or manholes on pipeline routes shall be reported and treated as an incident.
- 14.4 In the event that measures have not been implemented within twenty-one (21) days of the incident referred to in condition 14.1 to address impacts caused by the incident, or that the measures which have been implemented are inadequate, the Director may implement the necessary measures at the cost and risk of the Licence Holder.
- 14.5 The Licence Holder must keep and maintain an incident and complaints register, which must be available at the request of the Director.
- 14.6 The Department must be notified within seven (7) days of any changes to the management of the Facility, including the name of the incoming person, together with evidence that such person has the required technical competence.
- 14.7 The Department must be notified within fourteen (14) days of the following changes:
- 14.7.1 The Licence Holder's trading name, registered name or registered office address;
- 14.7.2 Particulars of the Licence Holder's ultimate holding company (including details of an ultimate holding where a Licence Holder has become a subsidiary); and
- 14.7.3 Steps taken with a view to the Licence Holder going into bankruptcy, entering into composition or arrangement with creditors.
- 14.8 The Licence Holder must register and report to the Department's Integrated Pollutant and Waste Information System (IPWIS) at <http://ipwis.pgwc.gov.za/ipwis3/public> regarding the waste volumes entering the Facility.

15. REHABILITATION AND CLOSURE OF THE FACILITY

15.1 In accordance with GN No. 921, a Waste Management Licence is required for the decommissioning of the Facility. The Licence Holder must therefore submit a Waste Management Licence Application at least one (1) year prior to the intended closure should the Licence Holder intend to decommission the Facility.

16. LEASING AND ALIENATION OF THE FACILITY

16.1 Should the Licence Holder want to alienate or lease the Site, he/she must notify the Director in writing of such an intention at least one hundred and twenty (120) days prior to the said transaction. Should the approval be granted, the subsequent Licence Holder shall remain liable to compliance with all Licence conditions.

17. TRANSFER OF THE WASTE MANAGEMENT LICENCE

- 17.1 Should the Licence Holder want to transfer ownership of this Licence, he/she must apply in terms of Section 52 of the NEM:WA.
- 17.2 Any subsequent Licence Holder shall be bound by the conditions of this Licence.

18. COMMENCEMENT

- 18.1 The listed activity, including site preparation, may not commence within twenty (20) calendar days of the date of issue of this environmental authorisation.
- 18.2 In the event that an appeal notice and subsequent appeal is lodged with the competent authority, the effect of this environmental authorisation is suspended until such time as the appeal is decided.
- 18.3 A written notice must be given to the Department that the activity will commence.
- 18.4 This activity must commence within a period of three (3) years from the date of issue of this Waste Management Licence. If commencement of the activity does not occur within that period, the Licence lapses and a new Waste Management Licence application process must be undertaken in order for the activity to commence.

- 18.5 If the proponent anticipates that commencement of the activity would not occur within the three (3) year period, he/ she must apply and show good cause for an extension of the Licence 6 (six) months prior to the commencement period expiry date.

19. GENERAL

- 19.1 This Licence shall not be transferable unless such transfer is subject to condition seventeen (17) above.
- 19.2 Transgression of any condition of this Licence could result in the suspension of the Licence by this Department.
- 19.3 This Licence is valid for the period to be determined by the Waste Disposal Facility Airspace Determination Report referred to in condition 5.7 of the Licence.
- 19.4 The Licence may be reviewed at any time after commencement. Based on the results of the review, especially compliance to Licence conditions or recommendations from the audit reports and/or changing legislation, the Licence can be amended or withdrawn or the validity thereof extended.
- 19.5 The RoD from DWS, dated 23 May 2023, apply only to the proposed infrastructure in the design report, provided such are implemented within a period of (3) years from date of approval, unless superseded by Regulations prior to that date and for the quantity and quality of waste specified therein i.e. The Cape Winelands District Municipality Waste Disposal Facility Cell 1 and leachate dam and potentially polluted stormwater dam.
- 19.6 The decommissioning of the Facility may only be carried out after a valid Waste Management Licence (WML) in terms of the NEM:WA has been issued for such decommissioning and this WML must be applied for at least I (one) year prior to the WDF airspace reaching its full capacity.
- 19.7 Transgression of any condition of this Licence could result in the suspension of the Licence by the Licensing Authority and may render the Licence Holder liable for criminal prosecution or other actions provided for in Section 67(1) of the NEM:WA.
- 19.8 In terms of section 28 and 30 of the National Environmental Management Act (Act No. 107 of 1998), as amended (NEMA), and section 19 and 20 of the NWA, any costs incurred to remedy environmental damage must be borne by the person responsible for the damage. It is therefore imperative that the Licence Holder reads through and understands the legislative requirements pertaining to the project. It is the Licence Holder's responsibility to take reasonable measures which include informing and educating contractors and employees about environmental risks of their work and training them to operate in an environmental acceptable manner.
- 19.9 The Licence Holder must submit an Organic Waste Diversion Plan to the Director within ninety (90) days after the date of issue of this Permit and annually thereafter.
- 19.10 The information within the Organic Waste Diversion Plan must:
- 19.10.1 Provide a status quo of current organic waste sources and volumes disposed at municipal WDFs, and current rates and procedures of organic waste diversion from WDFs; and
- 19.10.2 Set annual targets and identify procedures for organic waste that must be handled in accordance with an Organic Waste Diversion Plan, targets and procedures, developed by the Municipality, in order to comply with the associated targets set in 2013 to reach the target of 100% diversion by the year 2027.

20. MONITORING COMMITTEE

- 20.1 The Licence Holder must establish and take all reasonable steps to maintain and ensure the continued functioning of a Cape Winelands Regional General WDF Environmental Monitoring Committee (in this Licence referred to as the "Monitoring Committee") for the normal operative lifetime of the Facility and for a period of at least two (2) years after the closure of the Facility, or such longer period as may be determined by the Director.
- 20.2 The Monitoring Committee shall be representative of relevant interested and affected persons and may consist of at least the following persons:
- 20.2.1 The Licence Holder and/or his appointed consultant(s) or advisor(s).
- 20.2.2 Representative (s) of the Health, Environment and/or Waste Departments of the relevant local authority.

- 20.2.3 Representative(s) of the Provincial Government responsible for waste management and environmental functions.
- 20.2.4 At least three (3) persons/parties, or their representatives elected by the local residents.
- 20.3 The Monitoring Committee shall meet at least once every six (6) months and not later than thirty (30) days after the yearly external audit report specified in Condition 11.2 has been submitted according to Condition 11.2.1.
- 20.4 The Licence Holder must keep minutes of all meetings of the Monitoring Committee and must ensure the distribution of these minutes to all members of the Monitoring Committee within fourteen (14) days after the meeting.

D. APPEAL OF LICENCE

- 1.1 Appeals must comply with the provisions contained in the National Appeal Regulations, 2014 (GN No. 993 of 2014), as amended.
- 1.2 An appellant (if the holder of the decision) must, within twenty (20) calendar days from the date that the notification of the decision was sent to the holder by the Competent Authority:
- 1.2.1 Submit an appeal in accordance with Regulation 4 of the National Appeal Regulations 2014 (as amended) to the Appeal Administrator; and
- 1.2.2 Submit a copy of the appeal to any registered I&APs, any Organ of State with interest in the matter and the decision-maker i.e. the Competent Authority that issued the decision.
- 1.3 An appellant (if NOT the holder of the decision) must, within twenty (20) calendar days from the date that the notification of the decision was sent to the registered I&APs by the holder:
- 1.3.1 Submit an appeal in accordance with Regulation 4 of the National Appeal Regulations, 2014, as amended to the Appeal Administrator; and
- 1.3.2 Submit a copy of the appeal to the holder of the decision, any registered I&AP, any Organ of State with interest in the matter and the decision-maker i.e. the Competent Authority that issued the decision.
- 1.4 The holder of the decision (if not the appellant), the decision-maker that issued the decision, the registered I&AP and the Organ of State must submit their responding statements, if any, to the appeal authority and the appellant within twenty (20) calendar days from the date of receipt of the appeal submission.
- 1.5 The appeal and the responding statement must be submitted to the address listed below:

By post: Western Cape Ministry of Local Government, Environmental Affairs and Development Planning
Private Bag X9186

CAPE TOWN

8000

By facsimile: (021) 483 4174; or

By hand: Attention: Marius Venter (Tel: 021 483 3721)

Room 809

8th Floor Utilitas Building, 1 Dorp Street, Cape Town, 8001 By

email: DEADP.Appeals@westerncape.gov.za

Note: For purposes of electronic database management, you are also requested to submit electronic copies (Microsoft Word format) of the appeal, responding statement and any supporting documents to the Appeal Authority to the address listed above and/ or via e-mail to Marius.Venter@westerncape.gov.za.

A prescribed appeal form as well as assistance regarding the appeal processes is obtainable from Appeal Authority at: Tel. (021) 483 3721, E-mail Marius.Venter@westerncape.gov.za or URL <http://www.westerncape.gov.za/eadp>.

E. **DISCLAIMER**

Provincial Government, Local Authority or committees appointed in terms of the conditions of the application or any other public authority or organisation shall not be held responsible for any damages or losses suffered by the developer or his successor in title in any instance where construction or operation subsequent to construction be temporarily or permanently stopped for reasons of non-compliance by the developer with the conditions of authorisation as set out in this document or any other subsequent document emanating from these conditions of authorisation.

Your interest in the future of our environment is greatly appreciated.

Yours Sincerely,

Digitally signed by Lance McBain-Charles Date: 2023.06.09 19:54:11 +02'00'

Lance McBain-Charles



Acting Director: Waste Management

Date: 2023/06/09

Cc: (1) Mr. Sheldon Visagie (Breede Valley Municipality)

Email: svisagie@bvm.gov.za

ANNEXURE I

REASONS FOR THE DECISION (APPEALABLE)

The reasons for the Licence decision, as well as factors affecting the broader development that were considered to ensure the effective implementation of this Licence, are explained below:

The Department received a variation application from the Cape Winelands District Municipality on 17 May 2023 for the variation of the Worcester Regional WDF Waste Management Licence (WML) (Ref: 19/2/5/4/B2/32/WL0194/19) in order to extend the commencement date. The Department has reviewed the application and extended the commencement of decommissioning date, as contained in the WML, with three (3) years to 16 May 2026.

At the same time, conditions from the DWS Record of Decision (RoD), dated 23 May 2023, were incorporated into the Licence.

REASONS FOR THE 2019 DECISION (NOT APPEALABLE)

The reasons for the Licence decision, as well as factors affecting the broader development that were considered to ensure the effective implementation of this Licence, are explained below:

The non-substantive amendment (Ref: 19/2/5/4/B2/32/WL0194/19) was conducted in order to extend the commencement date for decommissioning of this Facility. This Licence repealed the previous variation Licence (Ref: E13/2/10/2 –B2/33 – WL0034/11).

REASONS FOR THE ORIGINAL DECISION TO ISSUE THE LICENCE (NOT APPEALABLE):

The Department has found that the Waste Management Licence application process, including the Public Participation Process, has fulfilled all the legislative requirements in terms of the NEMA and the NEM:WA.

The Scoping phase has assessed the suitability of each site alternative for the disposal of solid waste and issues specific to the preferred (highest ranked) site alternatives that required further assessment through specialist studies were identified.

All the following information that was available to the Department was taken into account in the Department's consideration of the application:

- (a) The Application Form for a Waste Management Licence was received by the Department on 23 April 2011, compiled by Resource Management Services.
- (b) The final Scoping Report dated 11 June 2012 and received by the Department on the same day.
- (c) The final Environmental Impact Report dated 24 March 2014 as received by the Department on 25 March 2014.
- (d) The Record of Decision issued on 17 October 2014 by the Department of Water and Sanitation in terms of Section 50 of the NEM:WA.
- (e) Comments raised by Interested and Affected Parties (I&AP's) throughout the Public Participation process and the applicant and the Environmental Assessment Practitioner's responses thereto.

- (f) The site visit conducted by the Department on 3 March 2015.
- (g) Relevant information contained in the Departmental information base.
- (h) The objectives and requirements of relevant legislation, policies and guidelines, including Section 2 of the NEMA.

It is the opinion of the EAP that the proposed construction of CWDM Regional WDF will not result in unacceptable environmental impacts or risks in the long term; as long as the proposed mitigation measures contained in the specialists studies and in the EMPr are implemented.

Conditions of the authorisation include the following:

- (a) Mitigation measures as contained in the EMPr must be implemented.
- (b) Mitigation measures as identified during the specialist assessments must be adopted.
- (c) Audits of the site must be undertaken by a qualified ECO during the construction phase and an experienced auditor during the operational phases.

Alternatives

The following alternatives were considered:

- (a) Activity alternatives

Waste-to-Energy

South Africa has very limited use for Refuse Derived Fuel (RDF) in a small number of cement kilns.

Recycling

Recycling only successfully reduces the waste stream by 8-15% (best South African figures) and composting reduces between 8-35% (depending on the local availability of garden waste).

Most of the waste-to-energy technologies require a minimum of approximately 500 tonnes of general waste per day, seven days a week, or more. This volume requirement excludes most of the municipalities in the Western Cape since only the metro generates more than 500 tonnes of general waste per day. Langeberg Municipality has already investigated waste to energy and the result of that study indicated that there was too little waste to make such a project viable.

The CWDM's delegated functions in terms of waste management includes waste disposal but not waste minimisation or recycling, as this is a local municipal function. Jan Palm Consulting Engineers have highlighted the importance of waste diversion from landfill in the CWDM Waste Recycling Plan dated July 2010 and will address issues related to waste diversion and minimisation as part of separate projects.

Provision for a green waste chipping and building rubble crushing facilities has been made within the proposed layout of the regional WDF and private operator may be approached to manage these.

- (b) No-Go alternatives

The No-Go Alternative is the option of not implementing the activities and will result in the status quo being maintained. The No-Go alternative will require that the local authorities either expand their own waste sites or identify new sites to service their own specific needs.

Public Participation Process (PPP):

The PPP in terms of the National Environmental Management Act, 1998 (Act No. 107 of 1998) (NEMA) (EIA) Regulation Government Notice R. 543 (GN R. 543) comprised of the following:

- (a) Advertising the availability of a Background Information Document (BID) and 30-day I&AP registration period in one (1) local newspaper (Worcester Standard) and (1) regional newspaper (Die Burger) - 4 and 5 August 2011.

- (b) Notification via registered and electronic mail to neighbouring landowners and stakeholders on preliminary stakeholder database (including circulation of BID) - First week of August 2011.
- (c) Poster placed at the entrance to the site - 8 August 2011.
- (d) Advertising the availability of the Draft Scoping Report in (1) local newspaper (Worcester Standard) - 1 December 2011.
- (e) Notification of availability of DSR and Public Open Day - Week of 28 November 2011.
- (f) 40-day review and comment period on Draft Scoping Report - 2 December 2011 – 30 January 2012.
- (g) Public Open Day - 19 January 2012
- (h) Authorities Site Visit – Department of Water Affairs BOCMA - 1 February 2012.
- (i) Notification of availability of FSR - 1 June 2012.
- (j) 21-day FSR commenting period - 1 June 2012 - 22 June 2012.
- (k) Submission of FSR to DEADP:WM - 6 July 2012.
- (l) Receive request to amended FSR from DEADP:WM - 27 July 2012.
- (m) RMS response to request - 5 September 2012.
- (n) Submit application for NEMA listed activities to DEADP:LM - 5 September 2012.
- (o) Acknowledgement of Receipt of Application (DEA&DP:LM) - 19 September 2012.
- (p) Receive approval for deviation requests - 4 October 2012.
- (q) Advertisement of the availability of the Draft EIA Report in one (1) local newspaper (Worcester Standard) - 22 Augustus 2013.
- (r) Notification of Registered I&AP's of availability of DEIR and Public Open Day - 22 Augustus 2013.
- (s) 40-day review and comment period on Draft EIA Report - 22 Augustus 2013 – 2 October 2013.
- (t) Public Open Day - 11 September 2013.
- (u) Notification of availability of FEIR - 24 February 2014.
- (v) 21-day FEIR commenting period - 24 February 2014 – 17 March 2014.
- (w) Submission of FEIR to DEADP:WM & DEADP:LM for decision - March 2014.

Authorities Consultation:

The authorities consulted include the following:

- (a) DWS
- (b) DEADP: Pollution Management.
- (c) DEADP: Biodiversity Management.
- (d) Department of Agriculture: Western Cape (Land Use Manager).
- (e) CapeNature - Land Use Advice.
- (f) Heritage Western Cape.
- (g) Department of Health.
- (h) DEADP: Land Management.
- (i) Western Cape Government: Transport and Public Works.

Based on the inputs received during the PPP conducted so far, the following conclusions may be drawn:

- (a) The PPP complies with the regulatory requirements.
- (b) Issues and concerns were identified in order to feed into the EIA process.
- (c) Communication with the I&APs, especially the communities surrounding the site, should continue. This is to ensure informed decision-making and a clear process throughout.

End