



CAPE WINELANDS DISTRICT
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DRAFT CONTRACT

CAPE WINELANDS DISTRICT MUNICIPALITY



CAPE WINELANDS DISTRICT
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RAALEBBORG ENVIRONMENTAL (PTY) LTD

CAPE WINELANDS DISTRICT MUNICIPALITY

TENDER T 2025/120

OPERATION AND MANAGEMENT OF THE REGIONAL WASTE DISPOSAL FACILITY
ON ERF 28007, WORCESTER

THE CONTRACT

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CAPE WINELANDS DISTRICT MUNICIPALITY
OPERATION AND MANAGEMENT OF THE REGIONAL WASTE DISPOSAL FACILITY
ON ERF 28007, 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.

The award of the tender will be subject to a Section 33 process of the MFMA to be concluded.

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: **T 2025/120: THE OPERATION AND MANAGEMENT OF THE REGIONAL WASTE DISPOSAL FACILITY ON ERF 28007, 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. ONE HUNDRED AND NINETY TWO million FIVE HUNDRED AND THIRTY FIVE THOUSAND SEVEN HUNDRED AND THIRTY RAND AND 34/100 CENTS (in words);
R. 192 535 730,34 (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) [Signature]
Name: (of signatory in capitals) LEONARDUS CHRISTOFFEL GROBBELAAR
Capacity: (of Signatory) DIRECTOR

Name of Tenderer: (organisation) RAALEBBORG ENVIRONMENTAL (PTY) LTD
Address: 104 OLDENLAND STREET, SHADI GLEN
SOMERSET WEST

Telephone number: 082 553 2833
082 804 2331 Fax number: N/A

Witness:
Signature: [Signature]
Name: (in capitals) LYNETTE LOURSER
Date: 10 July 2025



[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
n the Contract Data. Acceptance of the Tenderer's Offer shall form an

.....

.....



SCHEDULE OF DEVIATIONS

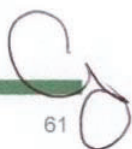
Notes:

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:
3. Subject:
4. Subject:
5. Subject:

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)

LEONARDUS CHRISTOFFEL GROBBELAAR

Capacity:

DIRECTOR

Name of Tenderer (organisation)

RAALEBBORG ENVIRONMENTAL (PTY) LTD

Address:

114 OLDENLAND STREET, 2 SHADIGLEN
SOMERSET WEST

Witness: Signature:

Loubser

Name (in capitals):

LYNETTE LOUBSER

Date:

10 JULY 2025

For the Employer:

Signature:

Name: (in capitals)

Capacity:

Name of Employer (organisation)

Address:

Witness: Signature:

Name (in capitals):

Date:

Co

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:

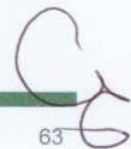
Name of Employer (organisation)

Address:

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

Date:

To be signed on AWARD 



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 (3rd Edition 2015)

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:

$$F = (1-x)\{aL_i/L_o + bP_i/P_o + cM_i/M_o + dF_i/F_o - 1\}$$

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:

RAALEBBORG ENVIRONMENTAL PTY LTD

(Hereinafter called "the Contactor") on the ... Day of JANUARY ... 2025, 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 ... TO BE CONFIRMED ON AWARD ... (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

Handwritten signature or initials

On this day of 20.....

Signature

[Handwritten signature]

Duly authorized to sign on behalf of

RAALEBORG ENVIRONMENTAL (PTY) LTD

Address

104 OLDENLAND ROAD
SHADY GLEN, SOMERSET WEST.

As witnesses:

1

2

[Handwritten initials]

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 at on the day of 20.....

.....
Witness Mandatory

Signed at on the day of 20.....

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

To BE COMPLETED ON AWARD  

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

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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	103834.81	R72460184.98
TOTAL SECTION A					R72460184.98
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	22.79	R3906206.00
2.2	More than 10000 and up to 12000 tonnes	Tonnes	342,700	22.79	R7810569.16
2.3	More than 12000 and up to 14000 tonnes	Tonnes	685,400	19.50	R13365300.00
2.4	More than 14000 and up to 16000 tonnes	Tonnes	342,700	18.50	R6339950.00
2.5	More than 16000 tonnes	Tonnes	171,400	18.00	R3085200.00
2.6	Extra over items 2.1 to 2.5 for operating the site after normal operating hours (waste received after hours)	Hours	480	250.00	R120000.00
TOTAL SECTION B					R34627225.16
SECTION C: WASTE CHARACTERISATION					
4.	Conducting a waste characterization exercise when requested by the Employer (Provisional Quantity)	No	20	R42000.00	R840000.00
TOTAL SECTION C					R840000.00
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	R120.00	R10800000.00
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)					R119587410.15
ADD: 40% of the above Net Tender Sum as <u>provision</u> for Escalation @ 6% per year					R478349164.06
SUB-TOTAL					R167422374.21
ADD: 15% of the Sub-Total for Value Added Tax (VAT)					R25113356.13
GRAND TOTAL: Carried to Form of Offer and Acceptance Pg 59					R192535730.34

Cape Winelands District Municipality
TENDER
 Opened at 11h00 on
 11 JUL 2025
 Witness: _____

DECLARATION (In respect of completeness of Tender)

CAPE WINELANDS DISTRICT MUNICIPALITY
29 Du Toit Street
STELLENBOSCH
7600

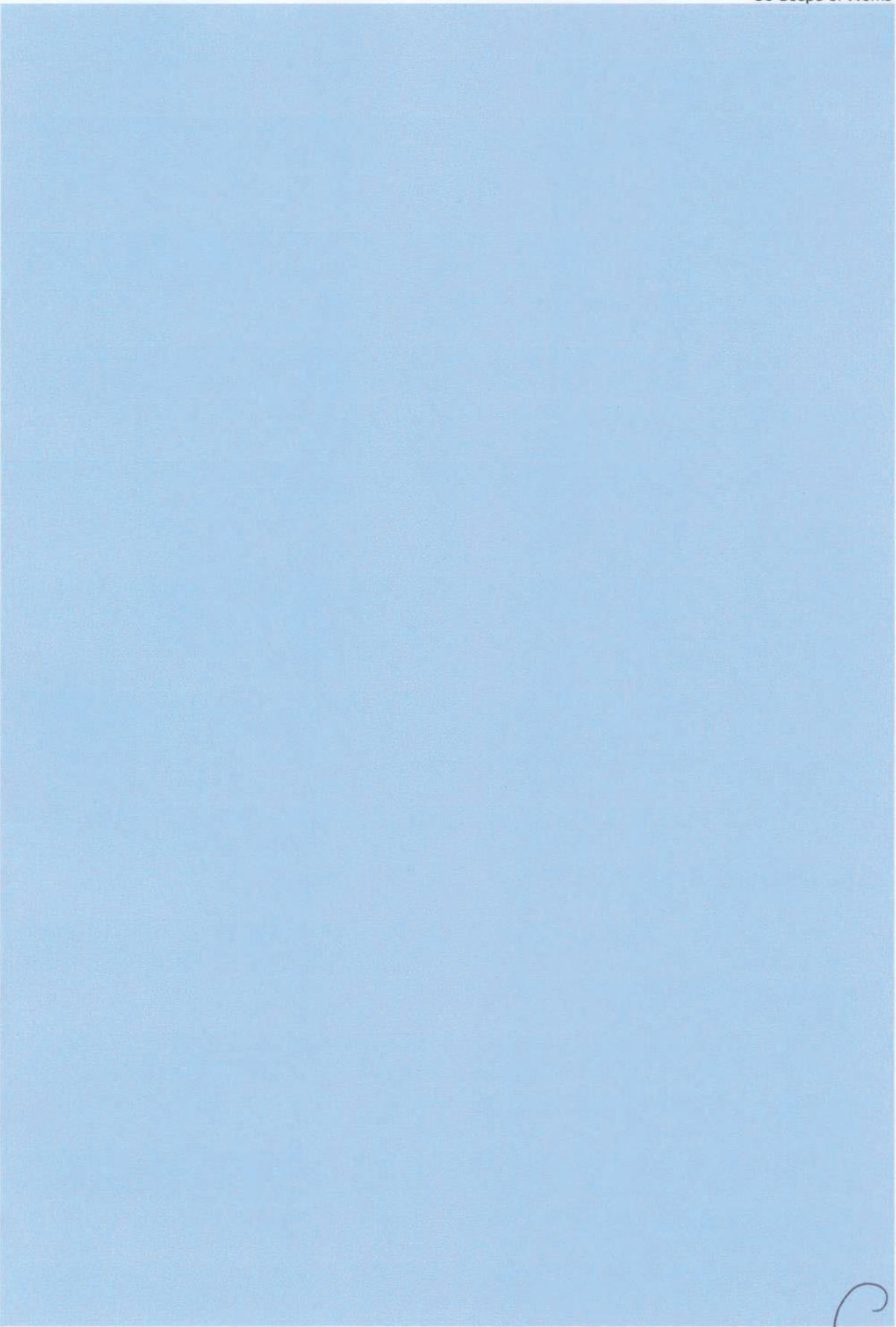
I/We, the undersigned, do hereby declare that the preceding pages are the Bill of Quantities forming Part C2.2 of this Contract Document upon which my / our tender for T 2025/120: The Operation and Management of the Regional Waste Disposal Facility on Erf 28007, Worcester has been based.

Signature: (of person authorized to sign the tender)

Name: (of signatory in capitals): LEONARDUS CHRISTOFEL GROBBELAAR

Capacity: (of Signatory): DIRECTOR

Name of Tenderer: (organisation): RAALEBBORG ENVIRONMENTAL (Pty) Ltd



Handwritten signature or initials in purple ink, located in the bottom right corner of the page.

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 28007, 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 January 2026.

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 weighbridge.

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. The prospective service provider must have an appropriate compactor that will be fully operational by the commencement of the contract.

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 shutdowns, 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 therefor 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:

- Untaminated builder's rubble will be stockpiled at the designated areas.
- The stockpile of untaminated 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 load sheddings.

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. The prospective service provider must have an appropriate compactor that will be fully operational by the commencement of the contract.

"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/hooves, 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.

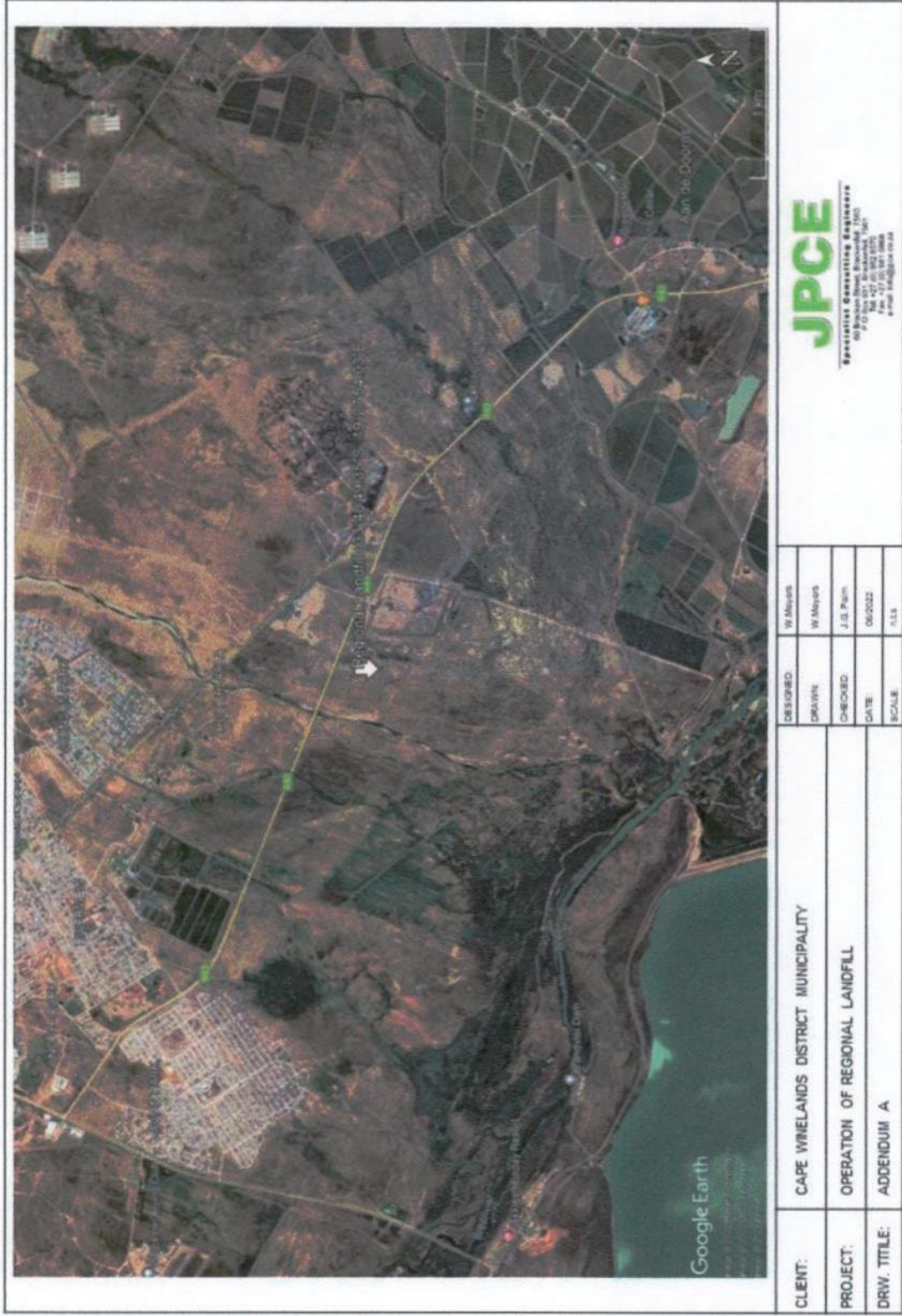
Prime Cost Items

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 WINDLANDS DISTRICT MUNICIPALITY	DESIGNED:	W Meyers
	PROJECT:	OPERATION OF REGIONAL LANDFILL	DRAWN:
DRW. TITLE:	ADDENDUM A	CHECKED:	J.G. Palm
		DATE:	06/2022
		SCALE:	1:150
<p>JPC Specialist Consulting Engineers 40 Boshoff Street, Boreasburg 7305 P.O. Box 105, Boreasburg 7305 Tel: +27 (0) 56 555 1047 Fax: +27 (0) 56 555 1048</p>			

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 monthly (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.

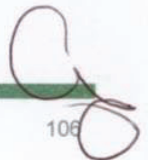
C3.4.5 PAYMENT CERTIFICATES

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





Department of Environmental Affairs and Development Planning
Gary Arendse
Waste Management Licensing
Gary.Arendse@westerncape.gov.za | Tel: 021 483 6307

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.

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www.westerncape.gov.za

Department of Environmental Affairs and Development Planning
Cape Town Office: Utilitas Building, 1Dorp Street, Cape Town, 8001

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:

A handwritten signature in purple ink, appearing to be "G. Arendse", located at the bottom right of the page.

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. 28007, 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 28007, 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: C085000400002800700000.
- 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 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).
- 4.9 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.
- 4.10 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.
- 4.11 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.

- 4.12 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.
- 4.13 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.
- 4.14 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.
- 4.15 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.
- 4.16 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.
- 4.17 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.
- 4.18 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.
- 4.19 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).
- 4.20 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.
- 4.21 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.

- 4.22 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.
- 4.23 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.
- 4.24 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.
- 4.25 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).
- 4.26 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.
- 4.27 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.
- 4.28 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.
- 4.29 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.
- 4.30 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.
- 4.31 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.
- 4.32 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".
- 4.33 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.

- 4.34 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.
- 4.35 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.
- 4.36 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.
- 4.37 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:
- 4.37.1 Be treated to comply with the aforementioned standard and discharged in a legal manner;
- 4.37.2 With the written approval of the Director: RPW, be evaporated in lined dams as approved by the Director: RPW; and/or
- 4.37.3 Be discharged into any convenient sewer if accepted by the authority in control of that sewer.
- 4.38 The Facility shall be constructed in accordance with recognised civil engineering practice to ensure that it remains stable.
- 4.39 The slope of the sides of the Facility must be constructed and maintained in such a manner that erosion and damming is prevented.
- 4.40 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.
- 4.41 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.
- 4.42 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.
- 4.43 Slopes may not exceed a gradient of 4 horizontal: 1 vertical, unless equivalent performance is demonstrated.
- 4.44 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.
- 4.45 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

- 8.1 If, 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 1 (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 EMP 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.

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



AS WITNESSES:

**For CAPE WINELANDS DISTRICT
MUNICIPALITY**

AS WITNESSES:

**For RAALEBBORG
ENVIRONMENTAL (PTY) LTD**