



**CAPE WINELANDS DISTRICT**  
MUNICIPALITY • MUNISIPALITEIT • UMASIPALA

## TENDER T 2021/057

### PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES FOR THE CONSTRUCTION OF THE CAPE WINELANDS DISTRICT MUNICIPALITY'S REGIONAL LANDFILL SITE ON ERF 4014, WORCESTER

Closing date: 11:00 on Friday, 11 March 2022

(RETURNABLE DOCUMENT)

Name of Tenderer			
Postal Address	..... ..... .....		
Telephone number			
E-Mail address			
TOTAL BID PRICE (INCL. VAT) (refer to page 68)	R		
COMPLETION PERIOD:	24 November 2024 or as mutually agreed upon	B-BBEE LEVEL CLAIMED:	

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

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

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## **THE TENDER**

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### **Part T1: Tendering procedures**

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## **T1.1 Tender Notice and Invitation to Tender**

### **T1.1.1 TENDER NOTICE**

The Cape Winelands District Municipality invites tenders from service providers for the provision of Professional Civil Engineering services for the construction of the Cape Winelands District Municipality's Regional Landfill Site on Erf 4014, Worcester.

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

This tender will be evaluated in terms of the Preferential Procurement Regulations, 2017 that was promulgated by the Minister of Finance on 20 January 2017 in Government Gazette No 40553. Please take note of the responsiveness criteria as stipulated in the tender document.

### **PROCUREMENT PREFERENCE POINT SYSTEM: 80/20**

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

Tender documents, in English, are available free of charge on the websites: [www.capewinelands.gov.za](http://www.capewinelands.gov.za) or <https://etenders.treasury.gov.za>. Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Cape Winelands District Municipality at 29 Du Toit Street, Stellenbosch, upon payment of a non-refundable fee of R 210.00 per document.

Queries relating to the issue of these documents may be addressed to **Ms E Niemand**, Tel No: **0861 265 263**, E- Mail: [elmine@capewinelands.gov.za](mailto:elmine@capewinelands.gov.za)

### **Closing date: 11:00 on Friday, 11 March 2022**

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

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

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

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

**HF PRINS**  
**MUNICIPAL MANAGER**

**T1.1.2 INVITATION TO BID – MBD 1**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
Tender number:	<b>T 2021/057</b>	Closing date:	11/03/2022	Closing time:	<b>11h00</b>
Description	<b>Provision of Professional Civil Engineering services for the construction of the Cape Winelands District Municipality's Regional Landfill Site on Erf 4014, Worcester.</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT: 29 DU TOIT STREET, STELLENBOSCH</b>					
SUPPLIER INFORMATION					
Name of bidder					
Postal address					
Street address					
Telephone number	Code		Number		
Cell phone number					
E-mail address					
VAT registration number					
Tax compliance status	TCS PIN:		OR	CSD No:	MAAA
B-BBEE status level verification certificate [tick applicable box]	<input type="checkbox"/> yes <input type="checkbox"/> no		B-BBEE status level sworn affidavit	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
<b>Are you the accredited representative</b> in South Africa for the goods / services / works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]		<b>Are you a foreign based supplier</b> for the goods / services / works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, answer part b:3]	
Total number of items offered			Total bid price	R	
Signature of bidder			Date		
Capacity under which this bid is signed					
TECHNICAL INFORMATION MAY BE DIRECTED TO:					
Contact person	Christo Swart				
Telephone number	023 348 2300				
E-mail address	christo@capewinelands.gov.za				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED					
Contact person	Elmine Niemand				
Telephone number	021 888 5175				
E-mail address	elmine@capewinelands.gov.za				

**TERMS AND CONDITIONS FOR BIDDING – PART B**

**1. BID SUBMISSION:**

- 1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.
- 1.2. All bids must be submitted on the official forms provided–(not to be re-typed) or online
- 1.3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 Bidders must ensure compliance with their tax obligations.
- 2.2 Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer’s profile and tax status.
- 2.3 Application for the tax compliance status (TCS) certificate or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.
- 2.4 Foreign suppliers must complete the pre-award questionnaire in part b:3.
- 2.5 Bidders may also submit a printed TCS certificate together with the bid.
- 2.6 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.
- 2.7 Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- 3.1. Is the entity a resident of the republic of South Africa (RSA)?  Yes  No
- 3.2. Does the entity have a branch in the RSA?  Yes  No
- 3.3. Does the entity have a permanent establishment in the RSA?  Yes  No
- 3.4. Does the entity have any source of income in the RSA?  Yes  No
- 3.5. Is the entity liable in the RSA for any form of taxation?  Yes  No

**If the answer is “no” to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS) and if not register as per 2.3 above.**

**NB: failure to provide any of the above particulars may render the bid invalid.  
No bids will be considered from persons in the service of the state.**

Signature(s): .....

Name(s): .....

Capacity for the Tenderer: .....

Date: .....



## T1.2: TENDER DATA

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The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. See [www.cidb.org.za](http://www.cidb.org.za) which is reproduced without amendment or alteration for the convenience of tenderers as Annex A to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard Conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

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

### Clause Wording

#### C.1 General

##### C.1.1 Actions

*Add the following:*

The employer is Cape Winelands District Municipality.

##### C.1.2 Tender Documents

*Add the following:*

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

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

The following documents form part of this contract:

- **VOLUME 1:** *The General Conditions of Contract for Construction Works (Third Edition) 2015 as published by the South African Institution of Civil Engineering. This publication is available, and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: [civilinfo@saice.org.za](mailto:civilinfo@saice.org.za).*
- **VOLUME 2:** *The South African Bureau of Standards Standardized Specification for Construction Procurement SANS 10845, prepared by and obtainable from the South African Bureau of Standards, Private Bag X191, Pretoria 0001, Tel: (012) 428 6929, Fax: (012) 428 6928, Web site: [www.stansa.co.za](http://www.stansa.co.za).*

Volumes 1 and 2 may also be inspected, by appointment, at the offices of the Employer's Agent during normal office hours.

#### • National Treasury - Government Procurement: General Conditions of Contract

##### C.1.4 Communication and Employer's Contact

*Add the following:*

The Employer's agent:	C. Swart
Name:	Department Technical Services
Address:	P.O. Box 100, Stellenbosch,7599
Attention:	Mr C. Swart
Tel:	023 348 2300
Fax:	023 342 8442
e-mail:	<a href="mailto:christo@capewinelands.gov.za">christo@capewinelands.gov.za</a>

**C.1.6.2 Competitive negotiation procedure***Add the following:*A competitive negotiation procedure will **not** be followed.**C.1.6.3 Proposal procedure using two-stage system***Add the following:*A two-stage system will **not** be followed.**C.2 Tenderer's obligations****C.2.1 Eligibility***Add the following:*

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

**C.2.7 Clarification meeting***Add the following:*

No clarification meeting will take place.

**C.2.9 Insurance***Add the following:*

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

**C.2.12 Alternative tender offers***Replace with:***C.2.12.1** No alternative tender offers will be accepted.**C.2.13 Submitting a Tender Offer***Add the following:*

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

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

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

**C.2.13.3** Parts of each tender offer communicated on paper shall be submitted as an original, plus zero (0) copies.**C.2.13.5** Parts of each tender offer communicated on paper shall be submitted as an original, plus zero (0) copies.**C.2.13.7** The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:Location of tender box: 29 Du Toit Street, **STELLENBOSCH**,7600Physical address: 29 Du Toit Street, **STELLENBOSCH**, 7600Identification details: **T 2021/057**Title of Tender: **Provision of Professional Civil Engineering services for the construction of the Cape Winelands District Municipality's Regional Landfill Site on Erf 4014, Worcester****C.2.13** A two-envelope procedure will not be followed.

**C.2.15 Closing time**

Add the following to clause C.2.15.1

**C.2.15.1**

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

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

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

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

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

Identification details: **T 2021/057**

Title of Tender: **Provision of Professional Civil Engineering services for the construction of the Cape Winelands District Municipality's Regional Landfill Site on Erf 4014, Worcester**

**C.2.16****Tender offer validity**

Add the following to clause C.2.16.1:

**C.2.16.1**

The fact and action of handing in a tender to the Municipality is accepted as a contract between the Municipality and the bidder whereby such a tender remains valid and available for a period of ninety (90) days, calculated from the closing date as advertised for the tender, for acceptance, or non-acceptance by the Municipality. The bidder undertakes not to withdraw, or alter, the tender during this period.

**C.2.23****Certificates**

Add the following:

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

**C.3.4****Opening of tender submissions**

Add the following:

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

**C.3.5****Two-envelope system**

Add the following:

**C.3.5.1**

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

**C.3.5.2**

The bidder must complete Schedule 6 - Schedule of work successfully completed by the tenderer, as part of the Returnable Schedules in order to obtain relevant points for functionality. The bidder must complete Schedule 7 - Schedule of work successfully completed by Project Leader, as part of the Returnable Schedules in order to obtain relevant points for functionality.

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

Description	Reference	Scoring			Max Score
		Excellent (25)	Good (15)	Poor (10)	
Company's Previous Experience	(Schedule 6&7, - T.2.2.5 & T2.2.6&7) Returnable Schedules	More than 5 similar projects in the last 3 years	Between 3 and 5 similar projects in the last 3 years	Less than 3 projects in the last 3 years	25
Project leader previous experience	(Schedule 6&7, - T.2.2.5 & T2.2.6&7) Returnable Schedules	More than 5 similar projects in the last 3 years	Between 3 and 5 similar projects in the last 3 years	Less than 3 projects in the last 3 years	25
<b>Total</b>					<b>50</b>

The tenderer must have successfully completed the similar projects in order to obtain points for functionality. (*Proof must be provided*)

**A similar project** refers to the design/ construction of a landfill site- as per National Environmental Management: Waste Act, 2008, (Act Nr. 59 of 2008)'s, National Norms and Standard for disposal of waste to landfill published on 23 August 2013. Relevant reference letters on company letter heads must be submitted in order to score relevant points for functionality. No points will be scored if reference letters are not provided.

A minimum score of **30** needs to be obtained for functionality in order to be further evaluated on Price and Preference.

**C.3.11 Evaluation of tender offers**

*Add the following*

**C.3.11.2** The method for the evaluation of tender offers is Method 1: Price and Preference.

**C.3.11.7** The financial offer will be scored using Formula 2 where  $W_1$  is;

80 where the financial value inclusive of VAT of all responsive tenders received do not exceed R50,000,000.00. Up to 100 minus  $W_1$  tender evaluation points will be awarded to tenders who duly complete the Preferential Procurement Declaration Schedule and who are found to be eligible for the preference claimed.

**C.3.13 Acceptance of tender offer**

*Add the following to C.3.13:*

**C.3.13.1** Tender offers will only be accepted if:

- a) the tenderer is registered and in good standing with the South African Revenue Service (SARS) and has submitted the unique person identification number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.
- b) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- c) the tenderer has not:
  - i) abused the Employer's Supply Chain Management System; or
  - ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months;
  - iii) failed to perform on any previous contract and has been given a written notice to this effect;
- d) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

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

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

**C.3.13.2 Disputes, objections, complaints and queries**

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

- a) Persons aggrieved by decisions or actions taken by the Cape Winelands District Municipality in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.

- b) Objections, complaints, queries and disputes must be submitted in writing to the Municipal Manager, Cape Winelands District Municipality, 46 Alexander Street, Stellenbosch or posted to P O Box 100, Stellenbosch, 7599.

**C.3.13.3 Appeals**

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

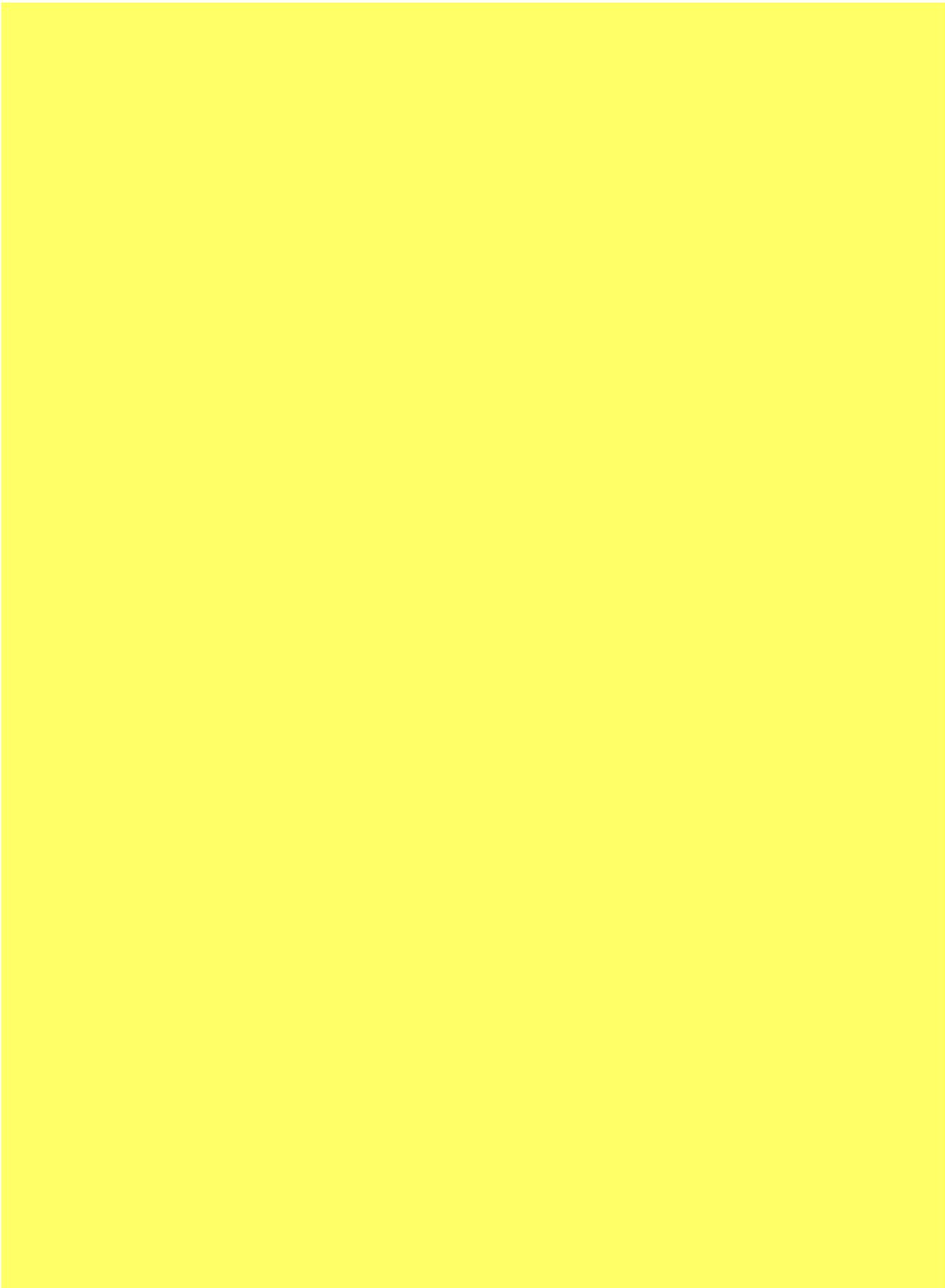
**C.3.13.4 Right to approach the courts & rights in terms of Promotion of Administrative Justice Act (Act 3 of 2000) and Promotion of Access to Information (Act 2 of 2000)**

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

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

**C.3.17 Add the following to Clause F.3.17**

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



## **PART T2: RETURNABLE DOCUMENTS**

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**T.2.1** List of Returnable Documents

**T.2.2** Returnable Schedules

## **PART T 2.1: LIST OF RETURNABLE DOCUMENTS**

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

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

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

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

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

## PART T2.1 List of Returnable Documents

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

	<b>Pages</b>
1: COMPULSORY ENTERPRISE QUESTIONNAIRE.....	17-18
2: AUTHORITY OF SIGNATORY.....	19
3. CERTIFICATE OF JOINT VENTURE.....	19
4. CERTIFICATE OF SOLE PROPRIETOR.....	20
5. CERTIFICATE OF CLOSE CORPORATION.....	20
6: SCHEDULE OF WORK SATISFACTORILY COMPLETED .....	21
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8. PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER.....	24
9. DECLARATION IN TERMS OF MUNICIPAL RATES AND SERVICES.....	25
10. DECLARATION OF INTEREST (MBD 4 B) .....	26-30
11. DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (MBD 5).....	31-32
12. TAX CLEARANCE REQUIREMENTS.....	33
13. JOINT VENTURE AGREEMENT, IF APPLICABLE.....	34
14. RECORD OF MINUTES AND ADDENDA TO TENDER DOCUMENTS.....	35
15. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017.....	36-40
16. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES.....	41-42
17. CERTIFICATE OF INDEPENDENT BID DETERMINATION.....	43-44
18. QUESTIONNAIRE.....	45
19. CREDIT ORDER INSTRUCTION.....	46
20. CONFIRMATION OF CWDM AND CENTRAL SUPPLIER DATABASE REGISTRATION.....	47
21: RECORD OF ADDENDA TO TENDER DOCUMENTS.....	48

### Other documents required for tender evaluation purposes

Joint Venture Agreement (if applicable) – append to Schedule 3.

Documentary evidence / proof of registration and verification on Cape Winelands District Municipality Supplier Database. Append to Schedule 20.

B-BBEE Verification Certificate – append to Schedule 15.

### Returnable Schedules that will be incorporated into the Contract

19: RECORD OF ADDENDA TO TENDER DOCUMENT  
 Preferencing Schedule(s)

20: PREFERENCING SCHEDULE – B-BBEE STATUS LEVEL CONTRIBUTION PREFERENCE

**PART T 2.1 Returnable Document checklist**

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

<b>Schedule No.</b>	<b>Document</b>	<b>Please tick if enclosed</b>
1	COMPULSORY ENTERPRISE QUESTIONNAIRE	
2	AUTHORITY OF SIGNATORY	
3	CERTIFICATE OF JOINT VENTURE	
4	CERTIFICATE OF SOLE PROPRIETOR	
5	CERTIFICATE OF CLOSE CORPORATION	
6	SCHEDULE OF WORK SATISFACTORILY COMPLETED BY THE TENDERER/ENTITY & PROJECT LEADER	
7	SCHEDULE OF WORK SATISFACTORILY COMPLETEED BY THE TENDERER/ENTITY & PROJECT LEADER	
8	PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER	
9	DECLARATION IN TERMS OF MUNICIPAL RATES AND SERVICES	
10	DECLARATION OF INTEREST (MBD 4B)	
11	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED (MBD 5)	
12	TAX CLEARANCE REQUIREMENTS	
13	JOINT VENTURE AGREEMENT, IF APPLICABLE	
14	RECORD OF MINUTES AND ADDENDA TO TENDER DOCUMENTS	
15	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017	
16	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	
17	CERTIFICATE OF INDEPENDENT BID DETERMINATION	
18	QUESTIONNAIRE	
19	CREDIT ORDER INSTRUCTION	
20	CONFIRMATION OF CWDM AND CENTRAL SUPPLIER DATABASE REGISTRATION	
21	RECORD OF ADDENDA TO TENDER DOCUMENTS	
	JOINT VENTURE AGREEMENT (IF APPLICABLE)	
	DOCUMENTARY EVIDENCE / PROOF OF REGISTRATION AND VERIFICATION ON CAPE WINELANDS DISTRICT MUNICIPALITY SUPPLIER DATABASE	
	B-BBEE VERIFICATION CERTIFICATE	

**PART T 2.2 Returnable Documents**

**SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE**

The following particulars must be furnished. In the case of a joint venture, <b>separate</b> enterprise questionnaires in respect of each partner must be completed and submitted. <b>(Failure to do so may result in your bid being disqualified)</b>		
<b>Section 1:</b>	Name of enterprise: .....	
<b>Section 2:</b>	VAT registration number, if any: .....  Has and original and valid TAX clearance certificate been attached under Schedule 2D? <span style="float: right;">Yes / No</span>	
<b>Section 3:</b>	Has a B-BBEE status level verification certificate been submitted? <span style="float: right;">Yes / No</span>  If Yes, who was the certificate issued by? (Tick applicable box)  <input type="checkbox"/> An accounting officer as contemplated in the Close Corporation Act. <input type="checkbox"/> A verification agency accredited by the South African National Accreditation System (SANAS). <input type="checkbox"/> A registered auditor.  NB. A B-BBEE status level verification certificate must be submitted in order to qualify for preference points for B-BBEE.	
<b>Section 4:</b>	CIDB registration number, if any: .....	
<b>Section 5:</b>	<b>Particulars of sole proprietors and partners in partnership</b>	
	Name*	Identity number*
		Personal income tax number*
	* Complete only if sole proprietor or partnership and attached separate page if more than 3 partners	
<b>Section 6:</b>	<b>Particulars of companies and close corporations</b>	
	Company registration number: .....	
	Close corporation number: .....	
	Tax reference number: .....	
<b>Section 7:</b>	<b>Record of service of the state</b>	
	Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:	
	<input type="checkbox"/> a member of any municipal council <input type="checkbox"/> a member of any provincial legislature <input type="checkbox"/> a member of the National Assembly or the National Council of Province <input type="checkbox"/> a member of the board of directors of any municipal entity <input type="checkbox"/> an official of any municipality or municipal entity	<input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity <input type="checkbox"/> an employee of Parliament or a provincial legislature
	<b>If any of the above boxes are marked, disclose the following:</b> (insert separate page if necessary)	

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

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

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

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

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

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

\* Insert separate page if necessary

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

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

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

**SCHEDULE 2: AUTHORITY FOR SIGNATORY**

We, the undersigned, hereby authorize Mr/Mrs ..... acting in his/her capacity as ..... of the business trading as ..... to sign all documentation in connection with Tender.....

Name of members / directors	Signature	Date

Note: If bidders attached a copy of their Authorized Signatory it is not necessary to complete this form.

**SCHEDULE 3: CERTIFICATE FOR JOINT VENTURE**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorized Mr/Ms ..... , authorized signatory of the company ..... , acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract ..... and any contract resulting from it on our behalf.  
 This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

**SCHEDULE 4: CERTIFICATE FOR SOLE PROPRIETOR**

---

I, ..... hereby confirm that I am the sole owner of the business trading as .....

As witnesses:

1.		Chairman:	
2.		Date:	

**SCHEDULE 5: CERTIFICATE FOR CLOSE CORPORATION**

---

We, the undersigned, being the key members in the business trading as ..... hereby authorize Mr/Ms ..... acting in the capacity of ..... to sign all documents in connection with the tender for Contract ..... and contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

**SCHEDULE 6: SCHEDULE OF WORK SATISFACTORILY COMPLETED OUT BY THE TENDERER/ENTITY & PROJECT LEADER**

Similar projects successfully completed			Maximum possible score
Functionality Criteria		<i>Very briefly describe your experience in the table below and attach evidence this to this schedule</i>	
<b>TENDERER'S EXPERIENCE</b>	<b>Entity's Previous Experience</b>		More than 5 similar projects = <b>Excellent (25)</b>  Between 3- and 5- similar projects = <b>Good (15)</b>  Less than 3 = <b>Poor (10)</b>
	<b>Project leader previous' experience</b>		More than 5 similar projects = <b>Excellent (25)</b>  Between 3- and 5- similar projects = <b>Good (15)</b>  Less than 3 = <b>Poor (10)</b>

**SCHEDULE 7: SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE TENDERER/ENTITTY**

Part T2.2.6: Returnable Documents

**Current & Completed Contracts**

EMPLOYER/ Contracting Site (Name, Tel, Fax, Email)		DESCRIPTION OF WORK	VALUE OF WORK (INCL. VAT)	DATE STARTED	DATE COMPLETED
<b>Comp. Name</b>					
Contact Person					
Tel					
Fax					
Email					
<b>Comp. Name</b>					
Contact Person					
Tel					
Fax					
Email					
<b>Comp. Name</b>					
Contact Person					
Tel					
Fax					
Email					
<b>Comp. Name</b>					
Contact Person					
Tel					
Fax					
Email					
<b>Comp. Name</b>					
Contact Person					
Tel					
Fax					
Email					

**SCHEDULE 7 cont. SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE PROJECT LEADER**

<b>Comp. Name</b>					
Contact Person					
Tel					
Fax					
Email					
<b>Comp. Name</b>					
Contact Person					
Tel					
Fax					
Email					
<b>Comp. Name</b>					
Contact Person					
Tel					
Fax					
Email					
<b>Comp. Name</b>					
Contact Person					
Tel					
Fax					
Email					
<b>Comp. Name</b>					
Contact Person					
Tel					
Fax					
Email					

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

**SCHEDULE 8: PROPOSED AMENDMENTS AND QUALIFICATIONS**

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

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

Page	Clause or Item	Proposal

Signature:		Date:	
Print Name:		Position:	
Tenderer:			

**SCHEDULE 9: DECLARATION IN TERMS OF MUNICIPAL RATES AND SERVICES**

**PART A: PROPERTY OWNED BY ENTERPRISE OR DIRECTORS**

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

**Name of account holder:** .....

**Account number:** .....

**Account number:** .....

**FOR MUNICIPAL USE ONLY**

I/we hereby certify that the municipal account details of our client as indicated above is correct.

.....  
**Name of municipal official (print name)**

.....  
**Signature of municipal official**

Official date stamp of municipality

**PART B: PROPERTY LEASED BY ENTERPRISE OR DIRECTORS**

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

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

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

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

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

.....  
**Date**

**SCHEDULE 10: DECLARATION OF INTEREST (MBD 4 B)**

(On behalf of the company and its directors/ members/ trustees/ principle shareholders<sup>2</sup>)

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

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

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

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

SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

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

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

SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

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

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

SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

3.13	Do you or any director/ member/ trustee/ principle shareholder/ stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.	Yes	No
------	--	-----	----

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

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

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

3.15	Is the supplier or any director/ member/ trustee/ principle shareholder listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?	Yes	No
3.15.1	If yes, furnish particulars. ..... .....		

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

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

3.18	Was any contract between the supplier and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
3.18.1	If yes, furnish particulars. ..... .....		

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

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

.....  
Signature

.....  
Date

.....  
Capacity of Signatory

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

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

- <sup>1</sup> MSCM Regulations: **“in the service of the state”** means to be –
- (a) a member of –
    - (i) any municipal council;
    - (ii) any provincial legislature; or
    - (iii) the national Assembly or the national Council of provinces;
  - (b) a member of the board of directors of any municipal entity;
  - (c) an official of any municipality or municipal entity;
  - (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
  - (e) a member of the accounting authority of any national or provincial public entity; or
  - (f) an employee of Parliament or a provincial legislature.
- <sup>2</sup> **“Shareholder”** means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

**Commissioner of Oaths**

Signed and sworn to before me at  
.....

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

Commissioner of Oaths  
.....

Position:  
.....

Address  
.....  
.....  
.....

Tel:  
.....

**Apply official stamp of authority on this page:**

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

**SCHEDULE 11: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED (MBD 5))**

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

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

4.1	If yes, furnish particulars ..... ..... ..... .....
-----	---

**CERTIFICATION**

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

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

.....  
Signature Date

.....  
Position Name of Bidder

**SCHEDULE 12: TAX CLEARANCE REQUIREMENTS**

---

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

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

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

**SCHEDULE 13: JOINT VENTURE AGREEMENT, IF APPLICABLE**

---

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

**SCHEDULE 14: RECORD OF MINUTES AND ADDENDA TO TENDER DOCUMENTS**

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
No.	Date	Title or Detail
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signature:		Date:	
Print Name:		Position:	
Tenderer:			

## SCHEDULE 15: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This document serves as a claim form to qualify for preference points in respect of Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution and must accompany the applicable certificate.

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).
- 1.2 Points for this bid shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contributor.
- 1.3 The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 1.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

### 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;



**5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

**6. BID DECLARATION**

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

**7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

7.1 B-BBEE Status Level of Contributor: = .....(maximum of 10 or 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

**8. SUB-CONTRACTING**

8.1 Will any portion of the contract be sub-contracted?

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

8.1.1 If yes, indicate:

- i) What percentage of the contract will be sub-contracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

(v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b>	<b>QSE</b>
Black people	√	√
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**9. DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

**9.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
  - One person business/sole propriety
  - Close corporation
  - Company
  - (Pty) Limited
- [TICK APPLICABLE BOX]

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

**9.6 COMPANY CLASSIFICATION**

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

**9.7 MUNICIPAL INFORMATION**

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:**.....

9.8 Total number of years the company/firm has been in business:.....

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to
- v) any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> <p>ADDRESS .....</p> <p>.....</p> <p>.....</p>
--

**SCHEDULE 16: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).  <b>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**SCHEDULE 17: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

.....  
 (Bid Number and Description)

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

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

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

- (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder
- 6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) Prices;
  - (b) Geographical area where product or service will be rendered (market allocation)
  - (c) Methods, factors or formulas used to calculate prices;
  - (d) The intention or decision to submit or not to submit, a bid;
  - (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) Bidding with the intention not to win the bid.
- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

..... Signature	..... Date
..... Position	..... Name of Bidder

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

## SCHEDULE 18: QUESTIONNAIRE

## List all partners / members / directors of this enterprise

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

## BROAD-BASED BLACK ECONOMIC EMPOWERMENT (Act 53 of 2003)

**LW!** Om Voorkeerpunte te eis moet 'n gesertifiseerde afskrif van u Gebalanseerde Breë Basis Swart Ekonomiese Bemagtigings-telkaart voorgelê word tesame met die **MBD 6.1 Eisvorm** vir punte.

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

**QAPHELA!** Ukuba ufuna ukwenza ibango lamangaku akhethekileyo, kufuneka ukuba isicelo sakho sekopi eqinisekiweyo ye Balanced Broad-Based Black Economic Empowerment Score Card ihambe kunye nefomu eyi **MBD 6.1 Claim Form**.

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

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

## Besigheid of persoon se naam:- / Business or person's name:- / Igama leshishini okanye lomntu

- |      |  |  |
|------|--|--|
| **1. | Persentasie aandeelhouing van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdigte diskriminasie gebaseerd op <b>ras</b> .<br>Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on <b>race</b> .<br>Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo <b>ngokobuhlanga</b> .                | %  |
| 2.   | Persentasie aandeelhouing van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdigte diskriminasie gebaseerd op <b>geslag</b> .<br>Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on <b>gender</b> .<br>Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo <b>ngokwesini</b> .              | %  |
| 3.   | Persentasie aandeelhouing van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdigte diskriminasie gebaseerd op <b>gestremdheid</b> .<br>Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on <b>disability</b> .<br>Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo <b>ngokobulwelwe</b> . | %  |
| 4.   | Persentasie aandeelhouing van persone geklassifiseer as <b>jeug</b> . (18 – 35 Jaar oud).<br>Percentage of shareholding of persons in the business classified as <b>youth</b> . (18 – 35 Years old)<br>Ipersenti labantu abanezabelo kwinkonzo zoshishino ababizwa ngokuba <b>lulutsha</b> (18 – 35 Yeminyaka)   | %  |
| 5.   | Is u besigheid geleë binne die jurisdiksie van die Distriksmunisipaliteit? In / Uit<br>Is your business established within the area of jurisdiction of the District Municipality? In / Out<br>Ingaba ishishini lakho limi kwingingqi elawulwa nguMasipala wesithili? Ngaphakathi / Ngaphandle  | <input type="checkbox"/> In/Ngaphakathi<br><br><input type="checkbox"/> Uit/Out/Ngaphandle |
| 6.   | Maak u gebruik van plaaslike arbeid (werkskepping)? Ja / Nee<br>Do you make use of local labour (job creation)? Yes / No<br>Uyawasebenzisa amathuba avelayo odalo lomsebenzi (ukudala umsebenzi)? Ewe / hayi   | <input type="checkbox"/> Ja/Yes/Ewe<br><br><input type="checkbox"/> Nee/No/Hayi            |



**SCHEDULE 20: CONFIRMATION OF CWDM AND CENTRAL SUPPLIER DATABASE REGISTRATION**

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

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

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

Signature:		Date:	
Print Name:		Position:	
Tenderer:			

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

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

Bidders who wish to register on the Cape Winelands District Municipality Supplier Database may download the supplier application form from our website [www.capewinelands.gov.za](http://www.capewinelands.gov.za)

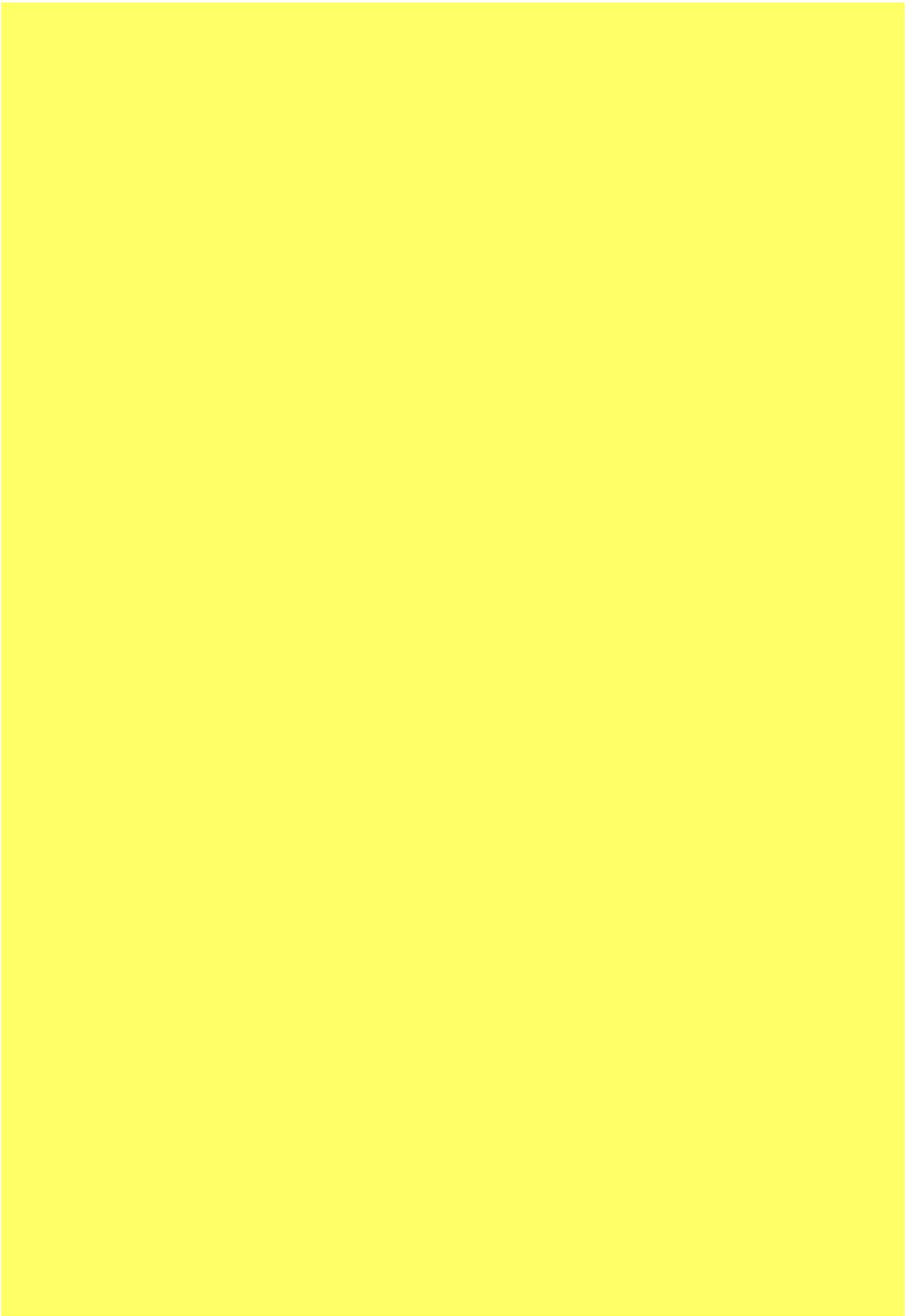
Bidders who wish to register on the Central Supplier Database may do so online on [www.csd.gov.za](http://www.csd.gov.za) and click on the REGISTER A NEW CSD ACCOUNT tab.

**SCHEDULE 21: RECORD OF ADDENDA TO TENDER DOCUMENTS**

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	<b>Date</b>	<b>Title or Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		

Attach additional pages if more space is required.

Signature:		Date:	
Print Name:		Position:	
Tenderer:			



# THE CONTRACT

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## Part C1: Agreements and Contract Data

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	Pages
C1.1 Form of Offer and Acceptance .....	51-60

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## Part C2: Pricing Data

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	Pages
C2.1 Pricing Assumptions.....	61-63
C2.2 Bill of Quantities .....	64-69

---

## Part C3: Scope of Works

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	Pages
C3.1 Scope of Work.....	72-102

---

## **C1.1 FORM OF OFFER AND ACCEPTANCE**

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**IMPORTANT NOTE:**

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

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

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

## C1.1 FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

---

### OFFER BY TENDERER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: Contract No: **T2021/057: THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES FOR THE CONSTRUCTION OF THE CAPE WINELANDS DISTRICT MUNICIPALITY'S REGIONAL LANDFILL SITE ON ERF 4014, WORCESTER.**

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

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

#### The offered rate as per Bill is as follows:

##### A1.1 Normal Services and Construction Monitoring

Basic Fees for Normal Services and Construction Monitoring .....%

##### B1.1 Additional Services (Consultants) (Rate per hour)

The tendered Time Base Fees will be used for any additional services to be executed by the consultant.

##### B1.2 Additional Services (Sub-Consultants)

Mark-up on Additional Services (sub consultants) ..... %

##### B.1.3 Level 2 and Level 3 construction monitoring

B.1.3.1 Level 2 Construction Monitoring R ...../m

B.1.3.2 Level 3 Construction Monitoring R ...../m

B.1.3.3 Quality Control for liner R ...../m

##### C1.1 Time Based Fees

C1.1.1 Time Based Fees – Category A & B R ...../h

C1.1.2 Time Based Fees – Category C R ...../h

C1.1.3 Time Based Fees – Category D R ...../h

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

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

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

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

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

Address: .....

.....

Telephone number: ..... Fax number:.....

**Witness:**

**Signature:** .....

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

**Date:** .....

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

## ACCEPTANCE BY EMPLOYER

---

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

The terms of the contract are contained in

- Part C1 Agreement, and Contract Data, (which include this Agreement)
- Part C2 Pricing Data, including the Bill of Quantities
- Part C3 Scope of Work

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

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

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

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

Signature(s): .....

Name(s): .....

Capacity for the Tenderer: .....

Name of organization.....

Name and Signature of Witness: .....Date: .....

**SCHEDULE OF DEVIATIONS**

**Notes:**

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

1. **Subject:** .....

**Details:** .....

.....

2. **Subject:** .....

**Details:** .....

.....

3. **Subject:** .....

**Details:** .....

.....

4. **Subject:** .....

**Details:** .....

.....

5. **Subject:** .....

**Details:** .....

.....

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

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

**For the Tenderer:**

**Signature:** .....

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

**Capacity:** .....

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

Address: .....

.....

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

**Date:** .....

**For the Employer:**

**Signature:** .....

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

**Capacity:** .....

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

Address: .....

.....

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

**Date:** .....

**CONFIRMATION OF RECEIPT**

---

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

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

**For the Contractor:**

**Signature:** .....

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

**Capacity:** .....

**Name of Contractor** *(organisation)*.....

Address: .....

.....

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

**Date:** .....

**For the Employer:**

**Signature:** .....

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

**Capacity:** .....

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

Address: .....

.....

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

**Date:** .....

## C1.2 Contract Data (Part 1)

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### General Conditions of Contract

The General Conditions of Contract are the *Standard Professional Services Contract (Third Edition of CIDB document 1014, July 2009)*, published by the Construction Industry Development Board (CIDB), PO Box 2107, Brooklyn Square, 0075 are applicable to this Contract and are obtainable from [www.cidb.org.za](http://www.cidb.org.za).

The Conditions of Contract is available for inspection and scrutiny at the offices of the Employer's Agent.

The General Conditions of Contract for Professional Services make several references to the Contract Data. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

### PART 1: APPENDIX TO PART 1 - DATA PROVIDED BY THE EMPLOYER

Clause	Wording
3.4 / 4.3.2	<p>The Employer is the CAPE WINELANDS DISTRICT MUNICIPALITY.</p> <p>The authorised and designated representative of the Employer is:            Designation.: Deputy Director Projects            Name: Mr. C. Swart</p> <p>The address for receipt of communications is:            Telephone: 023 348 2300            Facsimile: 023 342 8442            E-mail: christo@capewinelands.gov.za            Address: P.O. Box 100                      Stellenbosch                      7599</p> <p>The Period of Performance is till final completion of construction including retention.</p> <p>The Start Date will be the date which appears on the appointment letter.</p>
3.5	The location for the performance of the Project is Breede Valley Municipal area, Western Cape Province, South Africa.
3.9.2	The time-based fees used to determine changes to the Contract Price are as stated in the Pricing Data, Time Based Fees Schedule.
3.12.1	The penalty payable is R 400.00 per Day subject to a maximum amount of 10% of the Contract Price.
3.15.1	The programme shall be submitted within 14 Days of the award of the Contract.
3.16.1	The indices are those contained in Table A of P0141 Consumer Price Index for the CPI for all services published by Statistics South Africa
3.16.2	The start date will be the date which appears on the appointment letter.
5.4.1	The Service Provider is required to provide Professional Indemnity Insurance for R5,000,000 in respect of each and every claim during the period of insurance. The minimum cover shall remain effective for the full contract period. Proof of insurance must be submitted with the tender, appended in Part T2.2: Returnable Schedules.

**5.5 Wording**

The Service Provider is required to obtain the Employer’s prior approval in writing before taking any of the following actions:

1. Change in Scope of Works, and
2. Variation Orders.

- 7.2 The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2.
- 8.1 The Service Provider is to commence the performance of the Services not later than 14 Days of date of an assignment letter being received .
- 8.4.3 (c) The period of suspension under clause 8.5 is not to exceed 3 months.
- 9.1 Copyright of documents prepared for the different Projects shall be vested with the Employer.
- 12.1 Interim settlement of disputes is to be by mediation.
- 12.2 /12.3 Final settlement is by arbitration.
- 12.2.1 In the event that the parties fail to agree on a mediator, the mediator is nominated by CESA.
- 12.4.1 In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by CESA.
- 13.1.3 All persons in a joint venture or consortium shall carry a minimum Professional Indemnity Insurance of 2 x the total Contract Price in respect of each and every claim during the period of insurance. The minimum cover shall remain effective for the full contract period. Proof of insurance must be submitted with the tender, appended in Part T2.2: Returnable Schedules.
- 13.6 The provisions of 13.6 do not apply to the Contract
- 15 The interest rate will be prime interest rate of the Employers bank at the time that the amount is due.

**C1.2 Contract Data (Part 2)**

1	Name of Bidder																					
2	Postal address																					
3	Street address																					
4	Telephone number																					
5	Company Registration Number is																					
6	Income Tax Reference Number																					
7	VAT Reference Number																					
8	COIDA certificate number																					
The authorised and designated representative of the Service Provider is:																						
9	Name																					
10	Cellular phone number																					
11	E-mail:																					
12	Telephone number																					
<b>CSD registration number</b>		<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; text-align: center;">M</td> <td style="width: 20px; text-align: center;">A</td> <td style="width: 20px; text-align: center;">A</td> <td style="width: 20px; text-align: center;">A</td> <td style="width: 20px;"></td> </tr> </table>	M	A	A	A																
M	A	A	A																			
1	The Period of Performance is till final completion including retention period																					
	The Key Persons and their jobs / functions in relation to the services are:																					

**C2. PRICING DATA**

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**C2.1: PRICING ASSUMPTIONS**

**C2.2: BILL OF QUANTITIES**

## C2.1: PRICING ASSUMPTIONS

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### C2.1.1 GENERAL

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Contract Specification) and the Drawings.

#### C2.1.1.2 DESCRIPTION OF ITEMS IN THE SCHEDULE

The short description given in the Bill of Quantities are a brief description used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in the Scope of Works.

While it is entirely at the tenderer's discretion as regards pricing the Bill of Quantities, guideline tariffs of fees or indicative time-based fee rates are gazetted annually by each of the built environment professional bodies, which are useful documents that will give tenderers some idea of industry norms against which they may compare their rates, sums, percentage fees and / or price as applicable.

#### C2.1.1.3 QUANTITIES REFLECTED IN THE SCHEDULE

No quantities exist in the Bill of Quantities and the tender prices as per Bill will be the amounts / percentages used to evaluate and award the tender.

The Contract Price for the completed contract shall be according to the Bill of Quantities.

#### C2.1.1.4 PRICING OF THE BILL OF QUANTITIES

##### OVERVIEW

The Bills of Quantities include normal services and additional services when needed. The Bill of Quantities will be used for evaluation purposes while the Form of Offer will be approved for purposes of finalising the final account of the successful service provider.

##### SECTION A: NORMAL SERVICES

Travel time, printing, copying and communication are deemed to be included in the Normal Services.

Section A.1.1 for basic fees for normal services as per Guideline Scope of Services and Tariff of Fees for Persons registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) upon which the tenderer is required to tender a percentage (%) on the fees determined for a contract value of R 85,000,000 (Excluding VAT).

The percentage fee to be transferred to page C1.2 - Form of Offer, will be used to calculate eventual fees for normal services and construction monitoring.

##### SECTION B: ADDITIONAL SERVICES

##### ADDITIONAL SERVICES (CONSULTANTS)

Section C3.1.3.3.1 contains all possible services to be rendered under additional services (consultants). The hourly rate tendered at Time Based Fees will be used to finalise the fee for additional services (consultants) and quantities of listed service areas will be agreed upon and been confirmed in writing.

##### ADDITIONAL SERVICES (SUB-CONSULTANTS)

Section B.1.2 contains a provisional sum of R 800,000 for services to be rendered under additional services (sub consultants). The provisional sum can be allocated for, but is not limited to, services such as topographical surveys, laboratory services if needed, sub-consultants of other disciplines of consulting e.g. Health and Safety, etc. The Provisional Sum amount of R 800,000 is only for evaluation purposes.

Tenderers are required to offer a mark-up percentage (%) on the provisional sums listed for the service areas they wish to tender. The percentage mark-up offered needs to be transferred to page C1.2 - Form of Offer. The percentage mark-up will be used to calculate eventual fees for additional services (sub consultants).

### **CONSTRUCTION MONITORING**

**Level 1 construction monitoring will be included in Normal Fees.**

Tenderers are required to offer a monthly rate for Level 2 and Level 3 construction monitoring in Section B.1.3. The monthly rate offered needs to be transferred to page C1.2 - Form of Offer. If Level 2 and Level 3 construction monitoring may be needed, the tendered monthly rate will be used to finalise the fees accordingly.

Tenderers are required to offer a monthly rate for construction quality assurance including an electric leak location survey for the liner laying process during the construction phase.

### **SCHEDULE C: TIME BASED FEES**

Tenderers are to tender hourly rates for three categories of employment defined in clause 4.2 of the Government Gazette.

#### **Category A & B**

Individuals that satisfy the criteria and performs the services according to clause 4.2 (2) (b) of the Guideline Scope of Services and Tariff of Fees for Persons registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) as gazette with rates aligned with Option A 2 Partial Overheads – A 2.1 Mark-up against salary band 13 of the Department of Public Service and Administration Hourly Fee Rates for Consultants.

#### **Category C**

Individuals that satisfy the criteria and performs the services according to clause 4.2 (2) (c) of the Guideline Scope of Services and Tariff of Fees for Persons registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) as gazette with rates aligned with Option A 2 Partial Overheads – A 2.1 Mark-up against salary band 12 of the Department of Public Service and Administration Hourly Fee Rates for Consultants.

#### **Category D**

Individuals that satisfy the criteria and performs the services according to clause 4.2 (2) (d) of the Guideline Scope of Services and Tariff of Fees for Persons registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) as gazette with rates aligned with Option A 2 Partial Overheads – A 2.1 Mark-up against salary band 10 of the Department of Public Service and Administration Hourly Fee Rates for Consultants.

Time Base Fees will be payable where items 3.3.1 (14): Additional Service, according to the Guideline Scope of Services and Tariff of Fees for Persons registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000), Board Notice 138 of 2015, becomes applicable. The Rate/hour offered for the different Categories needs to be transferred to page C1.2 - Form of Offer.

The quantity reflected in the Bill of Quantities under Time Based fees will only be applicable for evaluation purposes. The Rate will be used as part of the final contract amount.

**The agreement for Additional Services, Construction Monitoring above Normal Services and Time Based Fees shall be in writing and should, if at all possible, be concluded before such services is rendered.**

**C2.2: BILL OF QUANTITIES**

The Bills of Quantities include the price for the purchase / renting of equipment, material needed to execute the work, transport, insurance, UIF, Workman Compensation and skills cost, PPE and labour as required or described in the Scope of Works.

ITEM NO	DESCRIPTION	UNIT	QUANTITY FOR EVALUATION PURPOSES	RATE	AMOUNT		
					R	c	
A1.1 A1.1.1	<p><b>SECTION A: NORMAL SERVICES</b></p> <p>The basic fee shall be calculated according to the percentage rate of the estimated construction cost tendered by the service provider.</p> <p>Travel time, printing and copying and communication are deemed to be included in Normal Services as well as Level 1 Construction Monitoring</p> <p><b>Basic Fees</b></p>	%	R 85 000 000	..... %	.....	.....	
<b>Total Carried Forward To Summary on Page C2.2.5</b>						.....	.....

## BILL OF QUANTITIES

## SECTION B: ADDITIONAL SERVICES (Consultant)

ITEM NO	DESCRIPTION	UNIT	QUANTITY FOR EVALUATION PURPOSES	RATE	AMOUNT	
					R	c
B1.1	<p><b>SECTION B: ADDITIONAL SERVICES (CONSULTANT)</b></p> <p>Section C3.1.3.3.1 contains all possible services to be rendered under additional services (consultants). The hourly rate tendered at Time Based Fees will be used to finalise the fee for additional services (consultants) and quantities of listed service areas will be agreed upon and been confirmed in writing.</p>					
B1.2	<p><b>SECTION B: ADDITIONAL SERVICES (SUB-CONSULTANT)</b></p> <p>The service provider will procure these items on a three-quote basis to the client's approval. These provisional sums are included for tendering evaluation purposes only.</p>	Prov Sum			R 800 000	00
B1.2	<b>Mark-up on Provisional Cost Sums</b>					
B1.2.1	Mark-up on Additional Services (sub-Consultants)	%	R 800 000	.....%..	.....	.....
<b>Total Carried Forward To Summary on Page C2.2.5</b>					.....	.....

**BILL OF QUANTITIES**

**SECTION B: ADDITIONAL SERVICES (Sub-Consultant)**

<b>B1.3</b>	<b>SECTION B: Level 2 and Level 3 construction monitoring</b> The service provider will provide a rate per hour that will be used if additional services are to be utilised according to Clause 3.4.2.1 (1 to 25) as described in the Description of Work. <b>The quantity indicated are only for evaluation purposes.</b>	Unit	<b>QUANTITY FOR EVALUATION PURPOSES</b>	Rate		
<b>B1.3.1</b>	Level 2 Construction Monitoring	Month	3		.....	.....
<b>B1.3.2</b>	Level 3 Construction Monitoring	Month	2		.....	.....
<b>B1.3.3</b>	Construction quality assurance including an electric leak location survey for the liner laying process during the construction phase	Month	7		.....	.....
<b>Total Carried Forward To Summary on Page C2.2.5</b>					.....	.....

## BILL OF QUANTITIES

## SECTION C:

ITEM NO	DESCRIPTION	UNIT	QUANTITY FOR EVALUATION PURPOSES	RATE	AMOUNT	
					R	c
<b>C1.1</b>	<b>SECTION C: TIME BASED FEES</b>  Tenderers are to tender hourly rates for the following categories of employment defined in clause 4.4 (3) of the Government Gazette. Tendered rates must vary between the values derived at by using the calculation method in clause 4.4 (3)(a) as an upper limit, and the levels shown in brackets below as a lower limit.					
<b>C1.1.1</b>	Category A	Hour	50	.....	.....	.....
<b>C1.1.2</b>	Category B	Hour	50			
<b>C1.1.3</b>	Category C	Hour	100	.....	.....	.....
<b>C1.1.4</b>	Category D	Hour	350	.....	.....	.....
<b>Total Carried Forward To Summary on Page C2.2.5</b>						
					.....	.....

BILL OF QUANTITIES		SUMMARY OF SECTIONS	
SECTION	DESCRIPTION	Page Number	AMOUNT R
A.1.1	BASIC FEE FOR NORMAL SERVICES	C2.2.1	
B.1.2	ADDITIONAL SERVICES (SUB-CONSULTANT)	C2.2.2	
B.1.3	LEVEL 2, 3 CONSTRUCTION MONITORING AND CONSTRUCTION QUALITY CONTROL	C2.2.3	
C.1.1	TIME BASED FEES	C2.2.4	
SUBTOTAL			
Add 15% VAT			
<b>TOTAL AMOUNT TO BE USED FOR EVALUATION PURPOSES ONLY.</b>			

The Rates tendered in the Form of Offer will be used after awarding of tender to determine the contract amount for specific project allocations. Quantities reflected in the Bill of Quantities will only be used for evaluation purposes.

**DECLARATION (In respect of completeness of Tender)**

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CAPE WINELANDS DISTRICT MUNICIPALITY  
29 Du Toit Street  
STELLENBOSCH  
7600

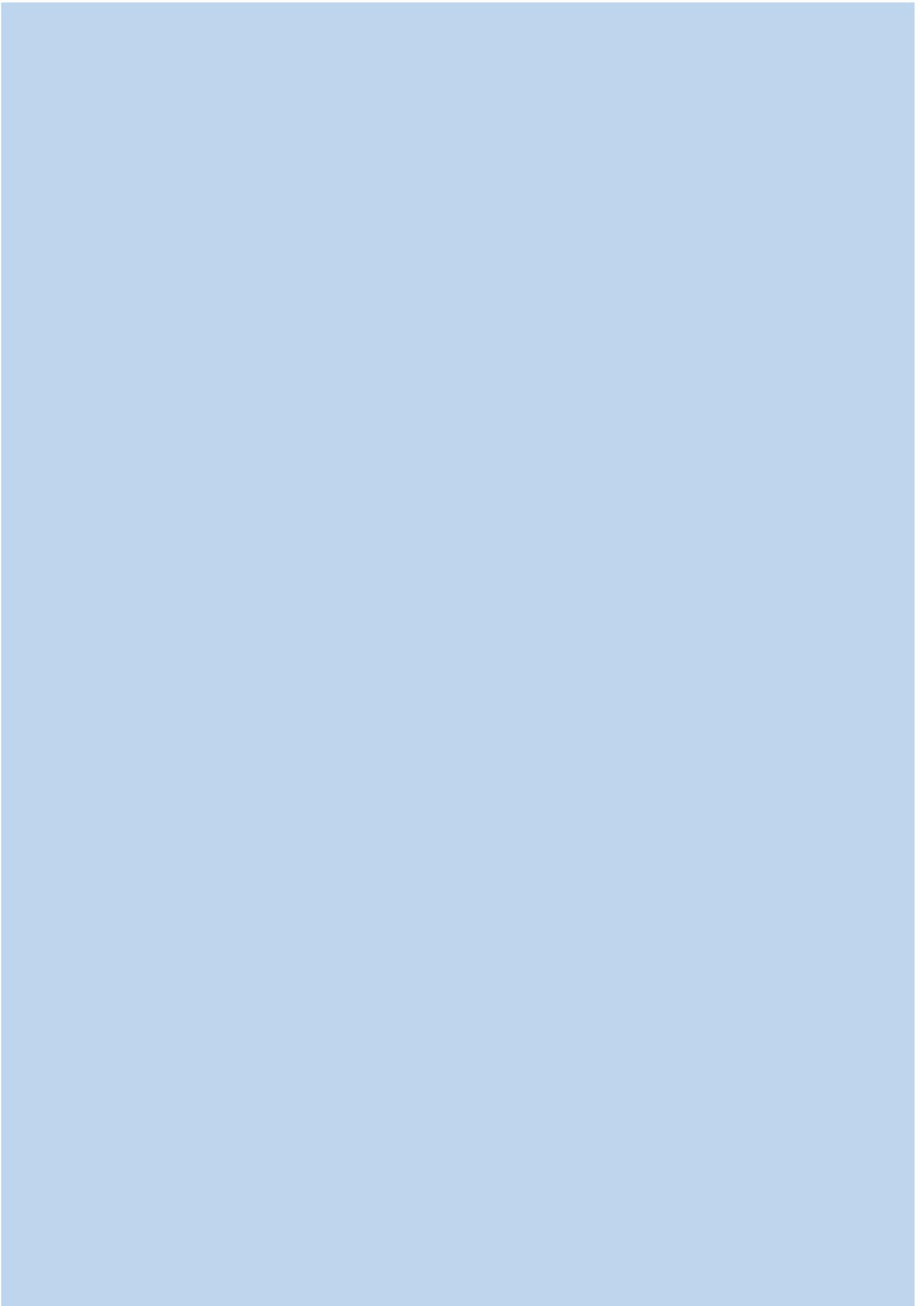
**I/We, the undersigned, do hereby declare that the preceding pages are the Bill of Quantities forming Part C2.2 of this Contract Document upon which my / our tender for T2021/057: The provision of Professional Civil Engineering services for the construction of the Cape Winelands District Municipality's Regional Landfill Site on Erf 4014, Worcester has been based.**

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

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

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

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



**PART C3: SCOPE OF WORK**

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- C3.1 Description of Works
- C3.2 Waste Management Licence
- C3.3 Drawings A159/EAST/901&902

## PART C.3.1: DESCRIPTION OF WORKS

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### C.3.1.1 INTRODUCTION AND BACKGROUND

Tenders are hereby invited from Service Providers for the provision of Professional Civil Engineering services for the construction of the Cape Winelands District Municipality's Regional Landfill Site on Erf 4014, Worcester.

### C.3.1.2 OBJECTIVES OF TENDER

The Cape Winelands District Municipality was issued a Licence for the establishment of a regional landfill site for the eastern part of its jurisdiction area. The objective of the tender is to appoint a Professional Service Provider for the design as stipulate in the licence, draughting of a tender document for the development/construction, evaluation the tenders received, appointment of a contractor and construction monitoring during the construction phase.

### C.3.1.3 SCOPE OF WORK

C.3.1.3.1 Construction and design must be according to conceptual and design drawings for the proposed Facility as per drawings no. A159/EAST/901&902, dated April 2013 as well as the Waste Management Licence attached in Appendices on page C3.3.1 and C3.3.2.

C.3.1.3.2 The following infrastructure needs to be designed and constructed during this contract:

- Landfill perimeter security fence.
- Office building.
- Ablution facilities.
- 4m deep seepage collection flow drain.
- Leachate collection and storage area.
- Internal roads.
- Stormwater channels
- Cell 1A.
- Workshop and wash bay.

Also see page C3.2.6 Waste Management Licence, point 4 – Construction, for additional conditions to be adhere to as per the Waste Licence issued.

### C.3.1.3.3 SCOPE OF PROFESSIONAL SERVICES REQUIRED

- **Normal Services**

The service provider shall provide all services described in Clauses 3.2.2 to 3.2.6 (inclusive) of Board Notice 138 of 2015: Guidelines for Services and Processes for Estimating Fees for registered Persons 2016, published in Government Gazette No. 39480, 4 December 2015, as amended or amplified upon below.

This includes the suitably qualified resident engineer for the management of the construction contract and attending to all technical queries on acceptance thereof by the client's representative. The resident engineer to undertake regular site inspections to ensure compliance to contract documentation as well as any other legal requirements.

**Normal services will comprise of the following stages where applicable:**

#### **STAGE 1 - INCEPTION**

Establish client requirements and preferences, refine user needs and options, appointment of necessary consultants, establish the project brief including project objectives, priorities, constraints, assumptions aspirations and strategies.

### **STAGE 2 - CONCEPT AND VIABILITY (also termed Preliminary Design)**

Prepare and finalise the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary programme and viability of the project plus approval from the necessary Provincial Departments.

### **STAGE 3 - DESIGN DEVELOPMENT (DETAIL DESIGN)**

Develop the approved concept to finalise the design, outline specifications, cost plan, financial viability and programme for the project.

### **STAGE 4 - DOCUMENTATION AND PROCUREMENT**

Prepare procurement and construction documentation, confirm and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for the execution of the project. Achieve this by inter alia:

- 1) Attending design and consultants' meetings.
- 2) Preparing specifications and preambles for the works.
- 3) Accommodating services design. Checking cost estimates and adjust designs and documents if necessary, to remain within budget.
- 4) Formulating the procurement strategy for contractors or assist the principal consultant where relevant.
- 5) Preparing documentation for contractor procurement.
- 6) Reviewing designs, drawings and schedules for compliance with approved budget.
- 7) Calling for tenders and/or negotiation of prices and/or assist the principal consultant where relevant.
- 8) Liaising, co-operate and provide necessary information to the principal consultant and the other consultants as required.
- 9) Evaluating tenders.
- 10) Preparing contract documentation for signature
- 11) Assisting in pricing, documentation and tender evaluation as required when the detailed services for these activities are provided by others.
- 12) Assessing samples and products for compliance and design intent.

Typical deliverables will include:

- Specifications;
- Services co-ordination;
- Working drawings;
- Budget construction cost;
- Tender documentation;
- Tender evaluation report;
- Tender recommendations and
- Priced contract documentation.

#### C3.1.3 Description of Works

The Service Provider shall provide those services necessary for the preparation of procurement documentation in using the existing construction drawings and tender document including the bill of Quantities, advertising of tenders (to be done by CWDM), and the evaluation of tenders received. The Service Provider shall confirm the Client's procurement (supply Chain Management) policies and procedures prior to the preparation of any procurement documentation.

The construction document shall be prepared in the construction Industry Development Board's (CIDB) format and in compliance with the Client's Supply Chain Management Policy. The

construction contract document shall be based on the Client's latest example CIDB document for Civil Contracts, which is based on the SAICE General Conditions of Contract for Construction Works, 2nd Edition 2015. The Service Provider shall liaise with the Client during the preparation of the construction contract document to determine any other specific requirements that the Client may have in this regard.

The draft tender / contract document, including drawings, shall be submitted to the Client for comment and acceptance prior to going out on tender Specifications shall include, inter alia, Health and Safety Specifications.

Once the tender document has been finalised, the Service Provider shall supply the Client with an electronic copy of the document.

The Service Provider shall be responsible for providing the Client with two copies of drawings and tender documents for tender purposes (both hard copy and electronic format).

The Service Provider shall, during the tender period, attend and preside over a tender clarification meeting, and respond after consultation with the Client to all queries received during this period.

The Service Provider must be available to answer any queries that may arise during the evaluation period.

Once the tender close, the Service Provider shall evaluate all tenders received and shall prepare a tender evaluation report (which shall include a recommendation) for consideration by the Client. The Service Provider shall present his evaluation to the Client, respond to any queries the Client may raise, and follow up on any issues requiring the Client's attention / action.

Once approved by the Client, the Service Provider shall, in consultation with the Client, facilitate the signing up of the construction contract.

#### **STAGE 5 - CONTRACT ADMINISTRATION SERVICES**

Manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works. Achieve this by inter alia:

1. Arrange site handover to the contractor.
2. Establish construction documentation issue process.
3. Agree and monitor issue and distribution of construction documentation.
4. Instruct the contractor on behalf of the client to appoint subcontractors.
5. Conduct and record regular site meetings.
6. Monitor, review and approve the preparation of the construction programme by the contractor.

##### C3.1.4 Description of the Works

- a. Regularly monitor performance of the contractor against the construction programme.
- b. Adjudicate entitlements that arise from changes required to the construction programme.
- c. Receive, co-ordinate and monitor approval of all contract documentation provided by contractors.
- d. Agree quality assurance procedures and monitor implementation thereof by the other consultants and the contractors.
- e. Monitor preparation and auditing of the contractor's health and safety plan and approval thereof by the health and safety consultant.
7. Monitor preparation of the environmental management plan by the consultant.
8. Establish procedures for monitoring scope and cost variations.
9. Monitor, review, approve and issue certificates.
10. Receive, review and adjudicate any contractual claims.
11. Monitor preparation of financial control reports by the other consultants.
12. Prepare and submit progress reports.

- a. Co-ordinate, monitor and issue practical completion lists and the certificate of practical completion.
13. Facilitate and expedite receipt of the occupation certificate where relevant.

### **STAGE 6 - CLOSE OUT SERVICES**

Fulfil and complete the project close-out including necessary documentation to facilitate effective completion, handover and operation of the project). Achieve this by inter alia:

- (1) Inspecting and verifying the rectification of defects.
- (2) Receiving, commenting, and approving relevant payment valuations and completion certificates
- (3) Facilitating and/or procuring final operations and maintenance manuals, guarantees and warranties.
- (4) Preparing and/or procuring as-built drawings and documentation.
- (5) Concluding the final accounts where relevant.

Typical deliverables will include:

- Valuations for payment certificates
- Works and final completion lists
- Operations and maintenance manuals, guarantees and warranties
- As-built drawings and documentation
- Final accounts

### **C.3.1.3.3 ADDITIONAL SERVICES**

The following services are additional to the normal services provided by the consulting engineer, unless specifically agreed otherwise between the consulting engineer and the client. The agreement on the services and remuneration shall be in writing and should, if at all possible, be concluded before such services are rendered.

#### **C3.1.3.3.1 Additional Services pertaining to all Stages of the Project**

- (1) All services related to defining the scope of work that are normally paid for on a time and cost basis.
- (2) Enquiries not directly concerned with the works and its subsequent utilisation.
- (3) Valuation for purchase, sale or leasing of plant, equipment, material, systems, land or buildings or arranging for such valuation.

#### C3.1.5 Description of the Works

- (4) Making arrangements for way leaves, servitudes or expropriations.
- (5) Negotiating and arranging for the provision or diversion of services not forming part of the works.
- (6) Additional work in obtaining the formal approval of the appropriate Government Departments or Public Authorities and Utilities, including the making of such revisions as may be required as a result of decisions of such Departments or Authorities arising out of changes in policy, undue delay, or other causes beyond the consulting engineer's control.
- (7) Additional work related to monitoring as required by any Government Departments or Authorities in order to facilitate regulatory approvals and certification (e.g. Mines Health and Safety Act 29 of 1996).
- (8) Topographical and environmental surveys, analyses, tests and site or foundation or other investigations, model tests, laboratory tests and analyses carried out on behalf of the client.
- (9) Setting out or staking out the works and indicating any boundary beacons and other reference marks.
- (10) Preparation of drawings for manufacture and installation or detailed checking of such for erection or installation fit.
- (11) Detailed inspection, reviewing and checking of designs and drawings not prepared by the consulting engineer and submitted by any contractor or potential contractor as alternative to those embodied in tender or similar documents prepared by the consulting engineer.

- (12) Travel/ accommodation and travel time costs related to offsite inspection and testing of materials and plant during manufacture and/or prior to delivery to site will not form part of additional services.
- (13) Preparing and setting out particulars and calculations in a form required by any relevant authority.
- (14) Abnormal additional services by, or costs incurred by the consulting engineer due to the failure of a contractor or others to perform their required duties adequately and on time.

**For example:**

- When the works Contract is extended beyond the awarded contract period due to poor contractor performance or any other unforeseen circumstances beyond the control of the consulting engineer, attendance at meetings and related inspections are considered as additional services. Alternatively, the portion of the fee due for the Contract Administration and Inspection Stage is adjusted pro-rata to the extended duration versus the originally expected duration.
  - Where more frequent inspections are required due to poor contractor performance or other extraneous factors beyond the control of the consulting engineer, these are normally considered to be additional services.
  - Dealing with excessive, unreasonable and spurious claims by the Contractor.
- (15) Executing or arranging for the periodic monitoring and adjustment of the works, after final handover and completion of construction and commissioning, in order to optimise or maintain proper functioning of any process or system.
  - (16) Investigating or reporting on tariffs or charges leviable by or to the client.
  - (17) Advance ordering or reservation of materials and obtaining licenses and permits.
  - (18) Preparing detailed operating, operation and maintenance manuals.
  - (19) Additional services, duties and/or work resulting from project scope changes, alterations and/or instructions by the client, or his duly authorized agents, requiring the consulting engineer to advise upon, review, adapt and/or alter his completed designs and/or any other documentation and/or change the services and/or duties. Such additional services are subject to agreement in writing between the consulting engineer and the client prior to the execution thereof.
  - (20) Preparing record drawings on designs done by others or related to alterations to existing works.

C3.1.6 Description of the Works

- (21) Work and or services related to targeted procurement that could entail, but is not necessarily limited to any or all of the following:
  - incorporation of any targeted participation goals and training outcomes,
  - the measuring of key participation indicators,
  - the selection, appointment and administration of participation and;
  - auditing compliance with the above by any contractors and/or professional consultant.
- (22) Exceptional arrangements, communication, facilitation and agreements with any stakeholders other than the client and contractors appointed for the works on which the consulting engineer provides services.
- (23) Any other additional services, of whatever nature, specifically agreed to in writing between the consulting engineer and the client.
- (24) Arranging forward cover for imported goods, materials or services.

### **C3.1.3.3.2 Construction Monitoring**

The provision of Level 2: Part-time Construction Monitoring service as described in Clause 3.3.2 of Board Notice 138 of 2015: Guidelines for Services and Processes for Estimating Fees for registered Persons 2016, published in Government Gazette No. 39480, 4 December 2015, is required. This level of construction monitoring may be defined and described as follows:

Level 2: Part-time Construction Monitoring (Normal Services for building structures and additional services involving part-time staff paid for by the client for other disciplines and projects)

The consulting engineer's staff, or part time construction monitoring staff shall:

- i. Regularly visit the site at a frequency which may vary during the project, and such visits may be daily or weekly, according to the demands of the project.

- ii. Regularly, review samples of materials and work procedures that may require more frequent visits than required for Level 1, for conformity to contract documentation, and review regular samples of important completed work prior to covering up, or on completion, as appropriate.
- iii. Where the consulting engineer is the sole professional service provider or principal agent, carry out such administration of the project as is necessary on behalf of the client.

Construction quality assurance including an electric leak location survey will be required for the liner laying process during the construction phase.

### **C3.1.3.3.3 Occupational Health and Safety Act, 1993 (Act No.85 of 1993)**

The client requires the consulting engineer to undertake duties falling under the above Occupational Health and Safety Act and the Construction Regulations in terms thereof, on behalf of the client, and the additional services may include the following:

- (1) The consulting engineer must arrange, formally and in writing, for the contractor to provide documentary evidence of compliance with all the requirements of the above Occupational Health and Safety Act.
- (2) The consulting engineer must execute the duties of the client, as his appointed agent, as contemplated in the Construction Regulations to the above Occupational Health and Safety Act.

## **C3.1.4 BRIEF**

### **C.3.1.4.1 TERMS OF REFERENCE**

The activity entails the operation of the regional Waste Disposal Facility, which will serve the local Municipalities located to the East of the Du Toitskloof Mountains and includes the Witzenberg, Langeberg and Breede Valley Local Municipalities:

- The Facility will only accept general waste
- Due to the proposed size/footprint of the active disposal area, the disposal area will be engineered in phases for financial and operational reasons.
- An already constructed material recovery facility is not part of the current application.

The activities below have been identified in Government Notice No. 921, 'The List of waste management activities that have, or are likely to have, a detrimental effect on the environment' of 29 November 2013 and were authorised.

#### CATEGORY A ACTIVITIES

- The recycling of general waste at a facility that has an operational area in excess of 500m<sup>2</sup>, excluding recycling that takes place as an integral part of an internal manufacturing process within the same premises.
- 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 ACTIVITIES

- The disposal of general waste to land covering an area in excess of 200m<sup>2</sup> and with a total capacity exceeding 25 000 tons.
- 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)

### **C3.1.5 EXTENT OF THE SERVICES**

The anticipated construction budget amounts to R 85,000,000 (inclusive of VAT). All works (including construction) must be programmed to be completed at the latest before the end of June 2023. It is anticipated that the contractor be appointed during June/July 2022. All services to be provided and construction works to be executed shall therefore be programmed in order to make full use of, but not exceed, the budget provision in the concerned financial years.

For tendering and tender evaluation purpose, it has been estimated that the construction cost (inclusive of VAT) will be ±R 85,000,000.00 (inclusive of VAT), and the bill of quantities has been structured in such a way that Service Providers are to tender, inter alia, a percentage fee based on this assumed construction cost. Final fees payable will however be adjusted according to actual contract values.

It should be noted that while the Client has every intention of completing the full Scope of Works making full use of the budget provision given, the Client's budget is subject to periodic review. Should it become necessary to vary the scope of works or even suspend or terminate this contract, such variation, suspension or termination shall be dealt with in accordance with the provisions of the Contract.

### **C3.1.6 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.

### **C3.1.7 CO-OPERATION WITH THE CLIENT AND OTHER SERVICE PROVIDERS**

The Service Provider shall at all stages of the design and construction, work in close consultation with the Department Civil Engineering Services of Breede Valley municipality.

In addition to the above, the design and contract documentation shall take cognisance of and provide for the co-operation with, inter alia affected landowners, the concerned schools and Telkom.

### **C3.1.8 DELIVERABLES**

Service provider needs to compile a tender document taking into consideration the design approval as per issued licence and construct and implement a regional landfill site successfully.

### **C3.1.9 REMUNERATION**

- No advance payments will be made for any reason whatsoever. The successful tenderer shall be entitled to render interim 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.

**C3.1.10 MINIMUM REQUIREMENTS**

- The minimum requirements the service provider needs to adhere to will be previous experience in the designing / construction of a landfill site as per the National Environmental Management: Waste Act, 2008, (act no. 59 of 2008)'s, National Norms and Standards for disposal of waste to landfill published on 23 August 2013.
- Minimum Professional Services required:
  - 1) Normal Services including stages 1 to stage 6.
  - 2) Additional Services
  - 3) Construction Monitoring
  - 4) Occupational Health and Safety Act

**C3.1.12 DELIVERY / TIME FRAMES**

The tenderer needs to provide a programme that reflects the design, tender compilation as well as the construction phase. The latest date for the regional site to be operational must be 26 November 2024. The successful service provider needs to program the work in such a way that November 2024 is not exceeded.

**C3.1.13 COVID-19 REQUIREMENTS**

The service provider must adhere to all prescribed statutory protocols pertaining to Covid-19



BETTER TOGETHER.

DIRECTORATE: WASTE MANAGEMENT  
**GARY ARENDSE**  
Gary.Arendse@westerncape.gov.za

**REFERENCE:** 19/2/5/4/B2/32/WL0194/19

The Municipal Manager  
Cape Winelands District Municipality  
PO Box 91  
**WORCESTER**  
6949

Tel: (023) 348 2380

Email: [francois@capewinelands.gov.za](mailto:francois@capewinelands.gov.za)

**For attention:** Mr Francois van Eck

**VARIATION OF THE WASTE MANAGEMENT LICENCE FOR THE PROPOSED CONSTRUCTION AND OPERATION OF THE CAPE WINELANDS DISTRICT MUNICIPALITY (CWDM) REGIONAL LANDFILL SITE (EAST), ERF NO. 4014, WORCESTER**

**WASTE MANAGEMENT LICENCE**

**A. DECISION**

I, Eddie Hanekom, in my capacity as the 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) (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 regional general Waste Disposal Facility (WDF) (east) on Remainder of Erf No. 4014, Worcester, Breede Valley Local Municipality.

6<sup>th</sup> Floor, 3 Dorp Street, Property Centre, Cape Town, 8001  
Tel.: (021) 483 6307; Fax: (021) 483 4425

Private Bag X9086, Cape Town, 8000  
[www.westerncape.gov.za](http://www.westerncape.gov.za)

**B. DESCRIPTION OF THE PROPOSED ACTIVITY:**

The activity entails the operation of the regional WDF, which will serve the local Municipalities located to the East of the Du Toitskloof Mountains and includes the Witzenberg, Langeberg and Breede Valley Local Municipalities:

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

The following activities have been identified in Government Notice No. 921, 'The List of waste management activities that have, or are likely to have, a detrimental effect on the environment' of 29 November 2013 and are hereby authorised:

**CATEGORY A**

- 3(3):** The recycling of general waste at a facility that has an operational area in excess of 500m<sup>2</sup>, 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 200m<sup>2</sup> 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

**C. LICENCE CONDITIONS**

<b>LICENCE NUMBER:</b>	19/2/5/4/B2/32/WL0194/19
<b>CLASS:</b>	G:M:B (Class B)
<b>WASTE APPLICATION:</b>	WASTE DISPOSAL FACILITY ACTIVITIES OF THE CAPE WINELANDS REGIONAL GENERAL WASTE DISPOSAL FACILITY (EAST).
<b>LOCATION:</b>	ERF NO. 4014, WORCESTER, WESTERN CAPE PROVINCE
<b>LICENCE HOLDER:</b>	CAPE WINELANDS DISTRICT MUNICIPALITY
<b>CONTACT PERSON:</b>	THE MUNICIPAL MANAGER
<b>ADDRESS:</b>	P.O. BOX 91, WORCESTER, 6849

**1. LOCATION**

- 1.1. This Licence authorises the Cape Winelands District Municipality to operate a regional waste disposal facility on the remainder of Erf 4014, Worcester, Western Cape Province (hereinafter referred to as "the Facility").
- 1.2. The location 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 property on which Facility is situated:

Latitude	Longitude
33° 40' 51.94"	19° 27' 58.18"

- 1.4. Surveyor General 21 digit code: C08500040000401400000

1.5. The footprint of the Facility and its associated infrastructure cover an area of 48.1ha.

**2. PERMISSIBLE WASTE**

2.1 Any portion of the Facility which has been constructed or developed according to the G:M:B (Class B) containment barrier design according to Regulation 636, National Norms and Standards for Disposal of Waste to Landfill, dated 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; and

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 licenced waste disposal facility which meets the legal requirements of the NEM:WA.

**3. APPOINTMENT OF 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 minimization, 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 Construction must be according to conceptual and design drawings for the proposed Facility done by Jan Palm Consulting Engineers: drawing no. A159/EAST/901, dated April 2013.
- 4.2 Further development within the Facility must be carried out under the supervision of a suitably qualified person proposed/appointed by the Licence Holder and approved by the Director and Director: RPW.
- 4.3 The designs of new landfill cells must be submitted to the Department for approval prior to the construction and must be carried out in accordance with recognized civil engineering practice before disposal may commence. The completed construction works of the development within the Facility must be inspected by an official of the Department and person referred to in condition 4.2. The Department will, after consultation with the Department of Water and Sanitation (DWS), issue the final approval of the designs for new landfill cell development, where after disposal may commence.
- 4.4 The maximum height of the Facility above mean sea level and natural ground level must be established and a report must be submitted to the Department for approval 6 (six) months after the implementation of this licence.
- 4.5 Construction must be carried out under the supervision of a professional Civil Engineer, registered under the Engineering Profession of South Africa Act, 1990 (Act No. 114 of 1990).
- 4.6 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.
- 4.7 Construction and further development within the proposed waste disposal facility 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 Regulation 636, National Norms and Standards for Disposal of Waste to Landfill, dated 23 August 2013 and must include a lined leachate collection dam. The design drawings must be approved in writing by the Director before construction may commence.
- 4.8 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 conformation that construction will be supervised by a registered professional engineer.
- 4.9 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 4.2 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".

- 4.10 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 24 (twenty four) hours with an average frequency of once in 50 (fifty) years (hereinafter referred to as the "estimated maximum precipitation"). Such works shall under the said rainfall event, maintain a freeboard of half a metre.
- 4.11 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.
- 4.12 Runoff water referred to in condition 4.7 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 shall be drained from the Facility in a legal manner.
- 4.13 Runoff water referred to in condition 4.7 which does not comply with the quality requirements applicable in terms of condition 4.8 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, to prevent pollution to groundwater –
  - 4.13.1 be treated to comply with the aforementioned standard and discharged in a legal manner;
  - 4.13.2 with the written approval of the Director, be evaporated in lined dams as approved by the Director; and/or
  - 4.13.3 be discharged into any convenient sewer if accepted by the authority in control of that sewer.
- 4.14 The Facility shall be constructed in accordance with recognised civil engineering practice to ensure that it remains stable.

- 4.15 The slope of the sides of the Facility must be constructed and maintained in such a manner that erosion and damming is prevented.
- 4.16 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 National Water Act, 1998.
- 4.17 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 Government Notice No. R636, National Norms and Standards for Disposal of Waste to Landfill, dated 23 August 2013
- 4.18 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.

**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 EMPr must be included in all contract documentation for all phases of implementation.
- 5.5 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.
- 5.6 The Applicant must within 6 (six) months of the date of signature of this Licence submit a Waste Disposal Facility Airspace Determination Report which estimates the volume of available airspace on the Facility as well as the estimated time for disposal at the Facility and inform the Department thereof in writing. Thereafter, annual airspace availability reports must be submitted to this Department.
- 5.7 The Licence Holder must notify the Director and Regional Director immediately of events or

incidents that may cause significant environmental damage or breach the requirements of the EMPr.

- 5.8 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.
- 5.9 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.
- 5.10 Waste disposed of at the Facility may not be reclaimed from active waste cells and working face.
- 5.11 The Licence Holder shall remain responsible for the Facility, and/or any of its impacts arising from the operations on the environment.

**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 2.1.

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 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 14 and 15 of this licence.
- 6.2.3 Waste disposed of at the Facility must be compacted and covered daily where necessary 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 Slopes may not exceed (4 horizontal: 1 vertical) gradient unless equivalent performance is demonstrated.
- 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:
- 1000m west of the western Site E boundary;
  - 150m south of the southern Site E boundary; and
  - 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 waste water is not discharged to a water source, or to land where it could cause pollution. Waste water 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.
- 6.2.13 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.

## **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 to control windblown litter.
- 7.5 Operational works on the Facility must be constructed and maintained on a continuous basis by the Licence Holder to divert and drain from the waste management areas of the Facility, all runoff water arising on the Facility, which could be expected as a result of the estimated maximum precipitation. Such operational works, under the said rainfall event, must maintain a freeboard of half a metre (0.5 m).

## **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 Director: RPW.

**9. WATER QUALITY MANAGEMENT****9.1 Runoff Management**

- 9.1.1 All runoff water (storm water) arising as a result of precipitation on land adjacent to the Facility must be prevented from entering the Facility and must be diverted and drained from the Facility, by means of works constructed by the Licence Holder in accordance with condition 4.
- 9.1.2 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.

**10. MONITORING****10.1 Water Monitoring**

- 10.1.1 A monitoring borehole network for the Facility, which consists of at least one borehole upstream and one borehole downstream of the Facility, must be established and maintained by the Licence Holder so that unobstructed sampling, as required in terms of this Licence can be undertaken. The monitoring protocol must be submitted for approval by the Licensing Authority within 3 (three) months of the date of this licence. The monitoring boreholes at the existing Facility must be monitored on a regular basis.
- 10.1.2 Monitoring boreholes must be equipped with caps that are tamper proof. The Director and Director: RPW reserves the right to take water samples at any time and to analyse these samples or have them analysed.

**10.2 Detection Monitoring**

- 10.2.1 Monitoring for groundwater quality must be conducted:
- 10.2.1.1 for variables listed in Annexure II – bi-annually (twice each year);
- 10.2.1.2 for variables listed in Annexure III – annually; or
- 10.2.1.3 at such frequency as may be determined by the Director.
- 10.2.2 Liner Leakage and Failure detection monitoring
- 10.2.2.1 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.
- 10.2.2.2 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.

### 10.3 **Investigative Monitoring**

- 10.3.1 If, in the opinion of the Director: RPW, a water quality variable listed under the detection monitoring programme, as referred to in condition 10.2, shows an increasing trend, the Licence Holder shall initiate a monthly monitoring programme.

## 11. **METHODS OF ANALYSIS**

- 11.1 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 the monitoring programmes specified in condition 9.

- 11.2 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.

- 11.3 The Licence Holder must put in place a monitoring and measurement plan that must amongst others include:

- (a) Air quality monitoring; and
- (b) Yearly topographical survey (to constantly monitor available airspace).

## 12. **AUDITING**

### 12.1 **Internal audits**

- 12.1.1 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.

### 12.2 **External audits**

- 12.2.1 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.

- 12.2.2 The audit report must:

12.2.2.1 Specifically state whether conditions of this licence are adhered to;

12.2.2.2 Include an interpretation of all available data and test results regarding the operation of the site and all its impacts on the environment;

12.2.2.3 Specify target dates for the implementation of the recommendations to achieve compliance; and

12.2.2.4 Specify whether corrective action which was taken for the previous audits non conformities was adequate.

**13. DEPARTMENTAL AUDITS AND INSPECTIONS**

13.1 The Department 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/or Director: RPW.

13.2 The Licence Holder must make any records or documentation available to the Director and/or Director: RPW upon request, as well as any other information the Director and/or Director: RPW may require.

**14. RECORD KEEPING**

14.1 The Licence Holder must keep records of the following:

14.1.1 All monitoring results;

14.1.2 tonnage received, reclaimed, treated and transferred;

14.1.3 Waste types and source; and

14.1.4 Nuisances and complaints at the Facility.

14.2 All records required or resulting from activities required by this Licence must:

14.2.1 Be legible;

14.2.2 Be made available to anyone who may request them and should form part of the any audit report;

14.2.3 If amended, be amended in such a way that the original and any subsequent amendments remain legible and are easily retrievable;

14.2.4 Be retained in accordance with documented procedures which are approved by the Department; and

14.2.5 Be made available upon the request of the Director.

**15. REPORTING**

15.1 The Licence Holder must, within 24 (twenty four) 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.

15.2 The Licence Holder must within 14 (fourteen) days, or such time specified by the Director, from the occurrence or detection of any incident referred to in condition 15.1 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:

- 15.2.1 Correct the impact resulting from the incident;
  - 15.2.2 Prevent the incident from causing any further impact; and
  - 15.2.3 Prevent a recurrence of a similar incident.
- 15.3 In the event that measures have not been implemented within 21 (twenty one) 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.
- 15.4 The Licence Holder must keep and maintain an incident and complaints register, which must be available at the request of the Director.
- 15.5 The Department must be notified within 7 (seven) 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.
- 15.6 The Department must be notified within 14 (fourteen) days of the following changes:
- 15.6.1 The Licence Holder's trading name, registered name or registered office address;
  - 15.6.2 Particulars of the Licence Holder's ultimate holding company (including details of an ultimate holding where a Licence Holder has become a subsidiary; and
  - 15.6.3 Steps taken with a view to the Licence Holder going into bankruptcy, entering into composition or arrangement with creditors.
- 15.7 The Licence Holder must register and report to the Department's Integrated Pollutant and Waste Information System (IPWIS) at <http://ipwis.pawc.gov.za/ipwis3/public> regarding the waste volumes entering the Facility.

#### **16. REHABILITATION AND CLOSURE OF THE FACILITY**

- 16.1 In accordance with Government Notice No. 921 of 2013, National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008) 'List of Waste Management Activities that have, or are likely to have, a Detrimental Effect on the Environment' or any amendment thereto, 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 year prior to the intended closure should he/she intend to decommission the Facility.

#### **17. LEASING AND ALIENATION OF THE FACILITY**

- 17.1 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 120 (one hundred and twenty) days prior to the said transaction. Should the approval be granted, the subsequent Licence Holder shall remain liable to compliance with all Licence conditions.

**18. TRANSFER OF THE WASTE MANAGEMENT LICENCE**

- 18.1 Should the Licence Holder want to transfer ownership of this Licence, he/she must apply in terms of Section 52 of the NEM:WA, 2008.
- 18.2 Any subsequent Licence Holder shall be bound by the conditions of this Licence.

**19. COMMENCEMENT**

- 19.1 The listed activity, including site preparation, may not commence within 20 (twenty) calendar days of the date of issue of this environmental authorisation.
- 19.2 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.
- 19.3 A written notice must be given to the Department that the activity will commence.
- 19.4 This activity must commence within a period of 5 (five) 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.
- 19.5 If the proponent anticipates that commencement of the activity would not occur within the 5 (five) 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.

**20. GENERAL**

- 20.1 This Licence shall not be transferable unless such transfer is subject to condition 18 above.
- 20.2 This Licence shall not be construed as exempting the Licence Holder from compliance with the provisions of any National and Provincial Legislation and relevant Ordinance, Regulation, By-laws and relevant National Norms and Standards.
- 20.3 Transgression of any condition of this Licence could result in the suspension of the Licence by this Department.
- 20.4 This Licence is valid for the period to be determine by the Waste Disposal Facility Airspace Determination Report referred to in condition 5.6 of the Licence.
- 20.5 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.

- 20.6 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 landfill airspace reaching its full capacity.
- 20.7 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, 2008.
- 20.8 In terms of section 28 and 30 of the National Environmental Management Act (Act No. 107 of 1998) (NEMA), and section 19 and 20 of the National Water Act (Act No. 36 of 1998), 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.
- 20.9 The applicant must in writing, within 12 (twelve) calendar days of the date of this decision and in accordance with regulation 10(2) of GN N. 543–
- 20.9.1 Notify all registered interested and affected parties of –
- 20.9.1.1 the outcome of the application;
- 20.9.1.2 the reasons for the decision as included in Annexure 1;
- 20.9.1.3 the date of the decision; and
- 20.9.1.4 the date of issue of the decision;
- 20.9.2 Draw the attention of all registered interested and affected parties to the fact that an appeal may be lodged against the decision in terms of Chapter 7 of the Environmental Impact Assessment Amendment Regulations, 2010 detailed in section B below;
- 20.9.3 Draw the attention of all registered interested and affected parties to the manner in which they may access the decision, and
- 20.9.4 Publish a notice in the two newspapers contemplated in regulation 54(2)(c) and (d), and which newspaper was used for the placing of advertisements as part of the Public Participation Process, that –
- 20.9.4.1 informs all interested and affected parties of the decision;

- 20.9.4.2 informs all interested and affected parties where the decision can be accessed; and
- 20.9.4.3 informs all interested and affected parties that an appeal may be lodged against the decision in terms of Chapter 7 of the Regulations;
- 20.10 The information within the Organic Waste Diversion Plan must:
  - 20.10.1 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
  - 20.10.2 set annual targets and identify procedures from 2018 that will be implemented to meet these targets for the diversion of organic waste from municipal WDFs, in order to reach a 50% diversion by the year 2022 and 100% diversion by the year 2027.

**21. MONITORING COMMITTEE**

- 21.1 The Licence Holder must establish and take all reasonable steps to maintain and ensure the continued functioning of a Cape Winelands Regional General Waste Disposal Facility 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 2 (two) years after the closure of the Facility, or such longer period as may be determined by the Director.
- 21.2 The Monitoring Committee shall be representative of relevant interested and affected persons and may consist of at least the following persons:
  - 21.2.1 The Licence Holder and/or his appointed consultant(s) or advisor(s);
  - 21.2.2 Representative (s) of the Health, Environment and/or Waste Departments of the relevant local authority;
  - 21.2.3 Representative(s) of the Provincial Government responsible for waste management and environmental functions; and
  - 21.2.4 At least 3 (three) persons/parties, or their representatives elected by the local residents.
- 21.3 The Monitoring Committee shall meet at least once every 6 (six) months and not later than 30 (thirty) days after the yearly external audit report specified in Condition 12.2 has been submitted according to Condition 12.2.1.
- 21.4 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 14 (fourteen) days after the meeting.

**D. APPEALS**

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 20 (twenty) 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 20 (twenty) 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 20 (twenty) 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: Mr 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](mailto: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](mailto: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](mailto: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.

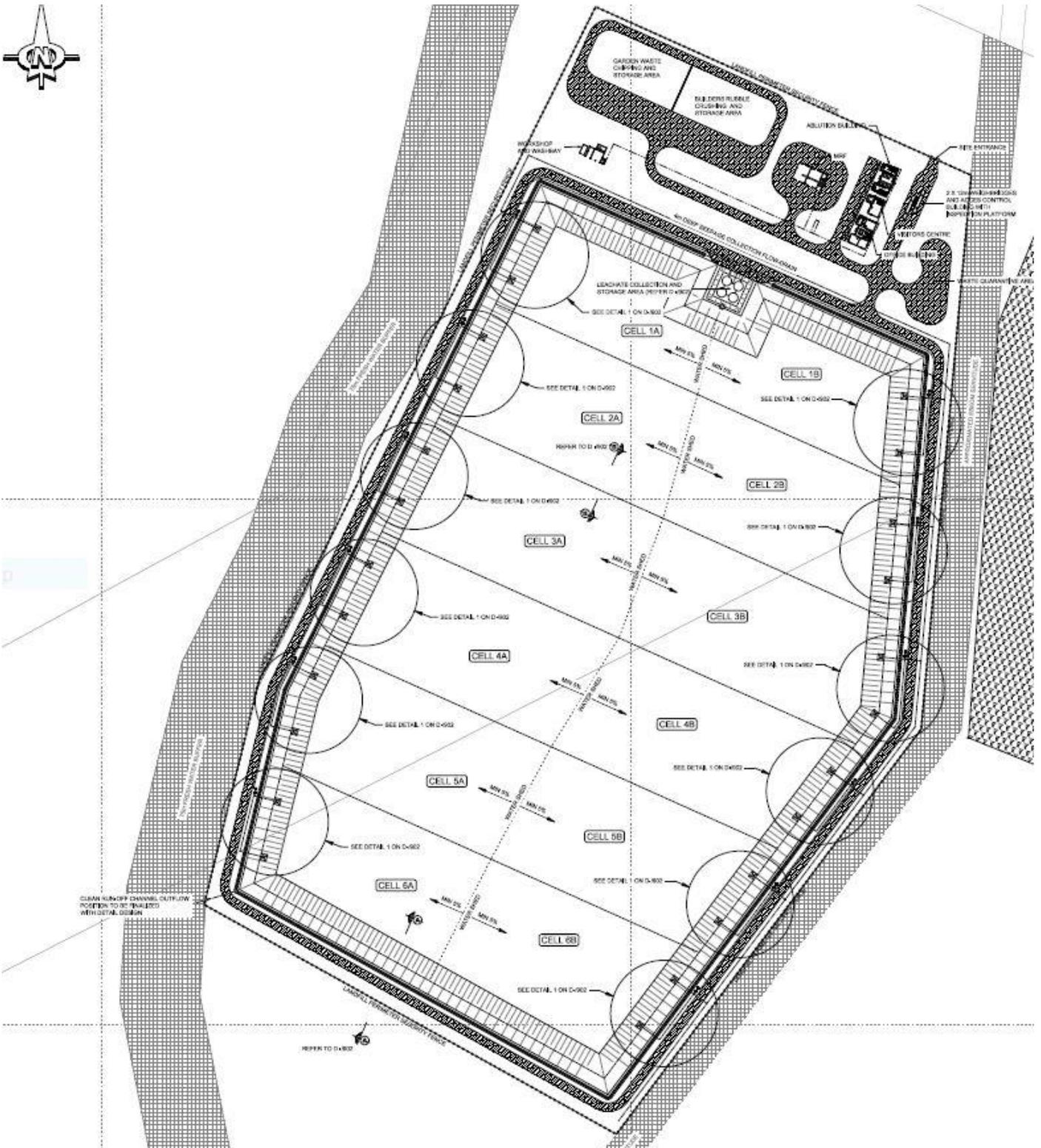
Yours faithfully

  
**EDDIE HANEKOM**  
**DIRECTOR: WASTE MANAGEMENT**  
**DATE OF DECISION: 26-11-2019**

CC: (1) Mr. Jaco Steyn (Breede Valley Municipality)  
(2) Mr. Sheldon Visagie (Breede Valley Municipality)

Email: [jsteyn@bvm.gov.za](mailto:jsteyn@bvm.gov.za)  
Email: [svisagie@bvm.gov.za](mailto:svisagie@bvm.gov.za)

Drawings are in A0 format and only being reduced to fit in tender document. Please make sure you obtain the PDF drawing files with tender document or request from [christo@capewinelands.gov.za](mailto:christo@capewinelands.gov.za).



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