



RUSTENBURG LOCAL MUNICIPALITY

RLM/DCD/0072/2023/24 – APPOINTMENT OF A SERVICE PROVIDER FOR OPERATIONS AND MAINTENANCE OF WATERVAL LANDFILL SITE FOR A PERIOD OF 36 MONTHS

NAME OF THE BIDDING OR TENDERING COMPANY		
POSTAL ADDRESS		
		POSTAL CODE
STREET ADDRESS (PHYSICAL ADDRESS)		
		POSTAL CODE
E-MAIL ADDRESS		
TELEPHONE NUMBER (TELKOM LINE)		
CIDB CRS NUMBER (IF APPLICABLE)		
CELLPHONE NUMBER		
ALTERNATE CELLPHONE NO.		
CENTRAL SUPPLIER DATABASE NUMBER OF THE BIDDING COMPANY		



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1. Bid documents available at a non-refundable amount of R 5 000-00 per bid document are available on the e-tender website and must be downloaded.
2. There will be a compulsory briefing session will be held on the 16 January 2024 @ 09h00 -156 Bethlehem Street, Rustenburg Waste Department
3. Bid documents must be in a sealed packaging clearly marked: “**RLM/DCD/0073/2023/24 - Appointment of service provider for the operation and maintenance of Waterval Landfill Site for period of 36 months**” and must be placed in the bid box in the foyer of the Municipal offices, Missionary Mpheni House, Beyers Naude Drive, Rustenburg not later than **05 February 2024 @ 09H00**, where after the bids will be opened in public at the Municipal offices.
4. The bid will be evaluated as follows: **Administrative evaluation (document completion and attachment of mandatory documents), Functionality (minimum qualifying score 70 out of 100), and 80/20 Preference Point system (price = 80 & Specific goal = 20)**
5. Please note that no bid documents sent through to couriers will be signed for by Rustenburg Local Municipality.
6. Please note that no bid documents sent by electronic mail or post will be accepted by Rustenburg Local Municipality.
7. Rustenburg Local Municipality will not be responsible for bids submitted late.
8. Bids will remain valid for 90 (Ninety) days. Validity period will only be extended once as prescribed in the Rustenburg Local Municipality Supply Chain Management Policy
9. All bids will be adjudicated based on the prescribed criterion as stipulated in this document.
10. No bids will be considered from any person(s) in the service of the state (as defined in Regulation 1 of Local Government: Municipal Supply Chain Management Regulations).
11. Objections or complaints must be submitted in writing to the Municipal Manager at the address stated, and must contain the following:
 - (a) reasons and/or grounds for the objection or complaint.
 - (b) the way in which the objector or complainant’s rights have been affected; and
 - (c) the remedy sought by the objector or complainant.
12. Any objection or complaint must reach the Municipal Manager within a 14-day period after award has been made. Late objections or complaints will not be entertained.
13. All bids must be submitted on the official forms provided.



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DOCUMENT COMPLETION INSTRUCTION AND RETURNABLE DOCUMENTS SCHEDULE

- ✓ ***NB! FAILURE TO ADHERE TO THE BELOW MENTIONED POINTS WILL INVALIDATE THE TENDER AND RESULT IN DISQUALIFICATION***

CENTRAL SUPPLIER DATABASE REGISTRATION (CSD)

- ✓ Bidders must be registered on CSD and provide their registration number on the tender/ quotation document
- ✓ Bidders **must** submit both a hard copy document and an electronic tender document in the form of a USB (only) which must be clearly marked with the company name. (Bidders will be disqualified for not submitting a **USB** containing the scanned bidding documentation)

COMPLETION OF THE DOCUMENT

PLEASE READ AND FOLLOW INSTRUCTIONS BELOW ON HOW TO COMPLETE DIFFERENT FORMS IN THE DOCUMENT AND FILL THEM AS INSTRUCTED

- ✓ The tender documents must be completed in full i.e. Compulsory Questionnaire, MBD 1, Pricing Schedule, MBD 4, MBD 5, MBD 6.1, MBD 8, MBD 9, Section 38 and the Form of Offer, including all witness signatures on all the above stated forms.
- **COMPULSORY QUESTIONNAIRE** must be fully completed and signed.
 - ✚ ***In a case of Joint Venture separate COMPULSORY QUESTIONNAIRE forms must be completed and submitted.***
 - **MBD 1** must be fully and correctly completed.
 - **PRICING SCHEDULE** must be fully completed and signed.
 - **MBD 4** -only tick the appropriate option. Please be informed that whether you scratch out, tick or circle, **your answer will be where the pen ink is reflecting.**
 - ✚ ***In a case of Joint Venture or multi- directors, full details of all Directors must be provided on the table on MBD 4.***
 - **MBD 5** -only tick the appropriate answer. Please be informed that whether you scratch out, tick or circle, **your answer will be where the pen ink is reflecting.**
 - ✚ ***In a case of Joint Venture separate MBD 5 forms must be completed and submitted.*** (complete if applicable)
 - **MBD 6.1** – must be fully and correctly completed.
 - **MBD 8** - only tick the appropriate option, whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting.
 - **MBD 9** - must be fully and correctly completed.
 - **SECTION 38** - only tick the appropriate option, whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting. Must be fully and correctly completed
 - ✚ Note that should you answer “**NO**” to any of the declaration questions on **section 38 form**, then supporting documents **MUST** be attached!
 - **SIGNATORY AUTHORISATION** – must be fully and correctly completed.



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THE FOLLOWING MANDATORY DOCUMENTS MUST BE SUBMITTED TOGETHER WITH THE BID DOCUMENT

- ✓ Deposit slip with the unique tender reference number as stipulated in the tender advertisement.

FOR ALL DOCUMENTS THAT WILL NEED CERTIFICATION AND AFFIDAVITS WHERE APPLICABLE, BIDDERS ARE REQUIRED NOT TO SUBMIT COPIES OF CERTIFIED COPIES.

MUNICIPAL RATES AND TAXES STATEMENTS OF THE DIRECTORS

- ✓ Current municipal rates and taxes statement in the names of the director (from previous billable month determined by the date of tender closure) for each directors' address must be attached; or
- ✓ Valid lease agreement of the director/s with all critical contractual obligations or,
- ✓ An original letter from tribal authority not older than three (3) months if the director/s are residing in a tribal land, or
- ✓ If the rates and taxes account is not in the names of the director/s the attached municipal rates and taxes statement must be submitted together with an original affidavit from the property owner whose names are appearing on the municipal rates and taxes statement to confirm that the director resides in their property.

MUNICIPAL RATES AND TAXES STATEMENTS OF THE COMPANY

- ✓ Current municipal rates and taxes statement in the name of the company (from previous billable month determined by the date of tender closure) for the company's' address must be attached; or
- ✓ Valid lease agreement of the company (showing all critical contractual obligations, or
- ✓ An original letter from a tribal authority not older than three (3) months if the company is operating from a tribal, or
- ✓ If the rates and taxes account is not in the names of the company, the attached municipal rates taxes statement must be submitted together with an original affidavit from the property owner whose names are reflecting on the municipal rates and taxes statement to confirm that the company operates from their property.



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NB!!

THE COMPANY ADDRESS WRITTEN ON THE TENDER DOCUMENT, AND STATEMENT SUBMITTED MUST BE THE SAME AS THE ONE REFLECTING ON THE CSD REPORT

- ✓ FOR PROCUREMENT EXPECTED TO BE LESS THAN 10 MILLION, AWARDS WILL NOT BE MADE TO BIDDERS OWING MUNICIPAL RATES AND TAXES FOR OVER 90 DAYS AT THE TIME OF TENDER CLOSURE
- ✓ FOR PROCUREMENT EXPECTED TO BE MORE THAN 10 MILLION, AWARDS WILL NOT BE MADE TO BIDDERS OWING MUNICIPAL RATES AND TAXES FOR OVER 30 DAYS AT THE TIME OF TENDER CLOSURE
- ✓ Required CIDB Grading Certificate where applicable.
- ✓ Signatory resolution – Please attach a copy of Signatory resolution where instructed.
- ✓ If the submission is from a Joint Venture, then a JV agreement must be attached.

NB! Bidders will not be afforded a chance to rectify by either completing the tender document or submitting outstanding mandatory documents.

VERIFICATION OF DOCUMENTS AND INFORMATION.

- ✓ Tax compliance status will be verified using CSD number. (For a bidder to be considered for final award, their status must reflect “tax compliance” before final award is made)
- ✓ CIDB Grading will be verified
- ✓ Sworn Affidavits will be accepted only if its originals submitted.

INSTRUCTION ON THE SUBMISSION OF TENDER DOCUMENTS

- ✓ A tender document must be in a sealed packaging that has the bid number and bid description on the outside. Both the bid number and the bid description must be on the packaging for the document to be acceptable.
- ✓ If the bid number and description are not clearly marked on the packaging, the bid will not be accepted
- ✓ The tender document must be in the tender box before the specified closing time and date.
- ✓ Submissions which arrive when the tender box is open are considered late.



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ADDITIONAL TENDERING CONDITIONS

1. The document must be completed in full as per the guide provided under administrative evaluation - document completion.
2. All mandatory documents must be attached as per the guide under administrative evaluation - attachment of mandatory documents.
3. Bidders must be registered on CSD.
4. Only black pen ink must be used for completing the tender document.
5. Documents must not be completed electronically.
6. Electronic signatures are not allowed.
7. Bidders are not allowed to use correction pens. In a case where a wrong answer is ticked, a straight line must be made across the wrong answer, then initial next to the mistake and a correct answer must be ticked or provided in writing.
8. Bidders must submit both a hard copy document and an electronic tender document in the form of a clearly marked USB. (Bidders will be disqualified for not submitting a USB with scanned bid documentation)
9. Rustenburg Local Municipality will not accept documents which are not in envelopes and clearly marked with the bid number and description.

NB! FAILURE TO ADHERE TO THE ABOVE INSTRUCTIONS WILL RENDER THE TENDER INVALID AND RESULT IN DISQUALIFICATION



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MBD 1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE RUSTENBURG LOCAL MUNICIPALITY					
BID NUMBER:	RLM/DCD/0072/2023/24	CLOSING DATE:	05 FEBRUARY 2024	CLOSING TIME:	09H00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER FOR THE OPERATION AND MAINTENANCE OF WATERVAL LANDFILL SITE FOR PERIOD OF 36 MONTHS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:

RUSTENBURG LOCAL MUNICIPALITY			
MISSIONARY MPHENI HOUSE			
CNR BEYERS NAUDE AND NELSON MANDELA DRIVE, RUSTENBURG			
SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN:		OR CSD No:
<i>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>[IF YES ENCLOSE PROOF]</i>	<i>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>[IF YES, ANSWER PART B:3]</i>
<i>TOTAL NUMBER OF ITEMS OFFERED</i>		<i>TOTAL BID PRICE</i>	R
<i>SIGNATURE OF BIDDER</i>	<i>DATE</i>	
<i>CAPACITY UNDER WHICH THIS BID IS SIGNED</i>			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM	CONTACT PERSON	Mr. K. Matsemela
CONTACT PERSON	Ms. H. Maisela	TELEPHONE NUMBER	014 590 3108/3456/3101
TELEPHONE NUMBER	014 590 3633	E-MAIL ADDRESS	kmatsemela@rustenburg.gov.za
E-MAIL ADDRESS	hmaisela@rustenburg.gov.za		



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PART B

TERMS AND CONDITIONS FOR BIDDING

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, COMPLETED WITH A BLACK PEN
1.3.	THIS BID IS SUBJECT TO THE RLM SUPPLY CHAIN MANAGEMENT POLICY, 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)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> 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 WILL RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



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MBD 4: DECLARATION OF INTEREST

No bid will be accepted from persons in the service of the state.

Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

- 3.1 Full Name of bidder or his or her representative:
- 3.2 Identity Number:
- 3.3 Position occupied in the Company (director, trustee, hareholder²):
- 3.4 Company Registration Number:
- 3.5 Tax Reference Number:
- 3.6 VAT Registration Number:.....

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state?

(Tick applicable box)

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

3.8.1 If yes, furnish particulars.

.....

*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);



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- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

² Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

(Tick applicable box)

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

3.9.1 If yes, furnish particulars.....

.....

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

(Tick applicable box)

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

3.10.1 If yes, furnish particulars.....

.....

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

(Tick applicable box)

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

3.11.1 If yes, furnish particulars.....

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

(Tick applicable box)

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

3.12.1 If yes, furnish particulars.....



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

(Tick applicable box)

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

3.13.1 If yes, furnish particulars.....

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

(Tick applicable box)

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

3.14.1 If yes, furnish particulars.....



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4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Reference Tax Number	State Employee Number

.....
...
Signature

.....
Date

.....
Capacity

.....
Name of Bidder



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MBD 5

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

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 non-compliance or dispute concerning the execution of such contract?

*YES	NO
------	----

3.1 If yes, furnish particulars



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.....
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what 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 (FULL NAME)

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

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

.....
Name/s and Surname of Bidder

.....
Signature

.....
Position in the Firm/Company

..... 2024
Date



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MBD 6.1 PREFERENCE CLAIMED IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The 80/20 will be applicable in this tender.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.



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2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.
- (b) **“price”** means an amount of money tendered for goods or services and includes all applicable taxes less all unconditional discounts.
- (c) **“Rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“The Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or **90/10**

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

Where

Ps = Points scored for price of tender under consideration



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Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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



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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Means of Verification
Rustenburg Jurisdiction	4		Latest (not older than three months) Municipal Account/Traditional Council letter
Rural /Township Businesses	4		Latest (not older than three months) Municipal Account/Traditional Council letter
Black People	2		Valid Sworn Affidavit
Persons with Disability	2		Disability verification letter
Youth	4		Certified ID copy
Women	2		Certified ID copy
SMME's	2		Company registration
Total	20		

CSD Report will also be used to verify the above

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]



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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process.
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct.
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

.....



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MBD 8: DECLARATION OF ABUSE OF SUPPLY CHAIN MANAGEMENT SYSTEM

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.



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



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CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Name/s and surname of Bidder

.....
Signature

.....
Position in the Firm/Company

.....
Date



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MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

I, the undersigned, in submitting the accompanying bid:



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(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or



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(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.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



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SECTION 38: DECLARATION FORM

Having examined the BID and the general conditions thereto, I/we hereby certify that the bid price in the bid schedules and the preference points claimed are correct.

I/We furthermore certify that I/we/the Company comply/complies with the issues around Section 38 of the Supply Chain Management Policy inter alia:

IF ALL IS IN PLACE IN RESPECT OF THE CONTRACTUAL ISSUES LISTED IN THE TABLE BELOW; THE ANSWER SHOULD BE YES. ATTACH SUPPORTING INFORMATION IF ANY OF THE ANSWERS IS NO.

Note that the Municipality's Procurement Section will verify the statements.

I/we certify the following:

No.	CONTRACTUAL ISSUES	YES	NO
1.	In terms of Section 38 (1) (c) that the Bidder or any of the Directors is not listed as a person prohibited from doing business with the Public Sector		
2.	In terms of Section 38 (1)(d) (i) that the Bidder or any of the Directors does not owe rates and taxes or Municipal service charges to any Municipality that is in any arrears for more than three (3) months. Copies of the latest Municipal service charges statement of the Bidder and the Directors must be attached to the tender/bid document		
3.	In terms of Section 38 (1) (d) (ii) that the Bidder or any of the Directors has not failed to perform satisfactorily on a previous/previous contract/s with the Municipality or any organ of state		
4.	In terms of Section 38 (i) (9) that the Bidder or any of the Directors has not been convicted for fraud or corruption during the past five (5) years		
5.	In terms of Section 38 (i) (9) (iv) that the Bidder or any of the Directors has not been listed in the Register Of Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, (Act No. 12 of 2004)		

.....
SIGNATURE OF BIDDER

.....2024.
DATE

.....
FULL NAME AND SURNAME OF BIDDER IN BLOCK LETTERS

COMPANY NAME:

PHYSICAL ADDRESS:

TELEPHONE NUMBER:

EMAIL ADDRESS:

WITNESS 1: WITNESS 2:



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SIGNATORY AUTHORISATION

(TO BE COMPLETED BY THE BIDDER)

I/We the undersigned, am/are authorized to enter into this contract on behalf of

(Name of Firm)

By resolution taken at a meeting held on the day of (month).....2024 resolved to authorise holder of ID number to sign all the documents on behalf of the company.

Print name of authorised representative:

Signature:



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GENERAL CONDITIONS OF CONTRACT
(NOT TO BE ALTERED)

**PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
Dated July 2010 as set out by the National Treasury: Republic of South Africa
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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.



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1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 “Tort” means in breach of contract.

1.27 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.



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2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a nonrefundable fee for documents may be charged.

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

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

5. Use of contract documents and information inspection

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.



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7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque.

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

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand,



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without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the contract.

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
- (b) in the event of termination of production of the spare parts:



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(i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders



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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's delivery and/or performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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



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23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

24. Antidumping and countervailing duties and rights



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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in

Performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall

continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.



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28. Limitation of Liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

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

34. Amendment of contracts



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

35. Prohibition of restrictive practices

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of **restrictive practices** 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

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



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TERMS OF REFERENCE/ SPECIFICATIONS

1. SCOPE

This specification covers the requirements for the operation, maintenance and ongoing closure of the Waterval landfill site. It gives a general description of the site and the facilities available and covers the day to day requirements for receiving, depositing, spreading, compacting, composting and covering waste and the maintenance of the facilities on the site to ensure an effective operation in accordance with the conditions of the operating permit issued therefore.

The scope of work will include but will not be limited to the day to day operations and maintenance of the existing Waterval Landfill Site, for the duration of 3 years, all in accordance with the *Minimum Requirements for Waste Disposal by Landfill, 2nd Edition, 1998* (Department of Water and Forestry), the Waste Management Permit (Permit No. 16/2/7C231/D13/Z2/P481) and the Operations and Maintenance Plan.

2. INTERPRETATION

1.1 Definitions

Builder's rubble	Pieces of masonry, concrete, etc., resulting from construction, repair and demolition operations, without reinforcing steel, uncontaminated with general waste and with a maximum particle size of 300mm.
Bulky waste	Items, such as motor car bodies, fridges, etc., whose large size precludes or complicates their handling by normal collection, processing or disposal methods.
Cell	A body of waste which has been placed between waste berms covered with soil, soil berms or builder's rubble berms, compacted and enclosed by cover material.
Clean greens	Compostable waste derived from garden waste (gardens and parks), which has not been mixed with other waste categories.
Commercial waste	Solid waste generated by stores, offices and other activities not involved in manufacture.
Monitoring Committee (MC)	Committee consisting of representatives of the Rustenburg Local Municipality, the engineer, the general public, stakeholder and operating contractor responsible for maintenance of the operational standard and advising on tariff structures.
Community Monitoring Committee (CMC)	A Committee comprising interested and affected parties, who together with the Management Committee shall act as a Monitoring Committee as contemplated in terms of Section 11.2 of the "Minimum Requirements" for Waste Disposal By Landfill.
Compaction density	The mass of a body of solid waste divided by the volume (after compaction) occupied by that same body of waste.
Compaction ratio	The ratio of the volume of loose waste to the volume of the same waste after placement and compaction.



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Compost	Organic waste that has undergone controlled microbial degradation, to produce a contaminant/nuisance free product of potential value as a soil conditioner.
Contractor's enclosure	An area allocated to the contractor for his/her own use in connection with the contract including the storage of equipment and plant.
Cover material	Soil or other suitable material that is used for enclosing a body of compacted waste and may include builder's rubble
Daily cell	As with "cell", with the size being determined by the mass of waste disposed of in a single day, as well as by the number of vehicles delivering waste.
Domestic waste	Solid waste that originates in a residential environment.
Employer	The employer will be the Rustenburg Local Municipality.
Engineer	A suitably qualified person who may from time to time be appointed by the employer to act on his/her behalf.
Financial Manager	Means the duly appointed natural or juristic person or partnership or any other financial expert appointed from time to time by the employer, to act on their behalf in regard to certain financial aspects of the administration and execution of this contract.
Garden waste	Plant clippings, pruning and other discarded material from gardens in a municipal area.
Hazardous waste	An inorganic or organic element or compound that, because of its toxicological, physical, chemical or persistency properties, may exercise detrimental acute or chronic impacts on human health and the environment.
Industrial waste	Non-toxic and non-hazardous solid waste that result from industrial processes and manufacturing.
Landfill gas	Typically malodorous gases generated during the decomposition of waste.
Leachate	The contaminated aqueous liquid which results when water percolates through decomposing waste, and which may migrate from a landfill site and represent a pollution threat.
Lift	A completed layer of one cell in height and usually comprising numerous adjacent cells.
Methane gas	A major component of landfill gas generated in the methanogenic phase of waste composition. Where methane concentrations reach between 5% and 15% of atmospheric gas, landfill gas represents an explosion hazard, as well as a potential health risk.
MRF	Materials Recovery Facility



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Notifiable waste	Waste, whether dry or liquid, that is potentially toxic or hazardous, and that requires special handling to avoid illness or injury to persons or damage to property (also refer to “Minimum Requirements for Waste Disposal by Landfill, 1998”).
Paper pulp waste	Waste formed during the re-pulping and de-inking of waste paper for conversion of the resulting pulp into a number of products. The short fibres together with impurities such as glue, ink and other materials associated with the waste paper, are separated and end up as waste.
Radioactive waste	Waste with a specific activity of more than 74 becquerels per g (Bq/g) and total activity more than 3,7kBq(0,1uCi). Disposal of radioactive wastes in a landfill is prohibited.
Safe disposal	The process whereby spoilt foodstuff or condemned products may be disposed of on the landfill under supervision of the health inspector and/or site supervisor.
Salvaging	The controlled and/or uncontrolled process of recovering any material, gas, compost, or other matter from the waste for benefit.
Sanitary landfill	A method of disposing of refuse on land without causing nuisances or hazards to public health or safety, by utilising the principles of engineering to confine the refuse to the smallest practical area, to reduce it to the smallest practical volume, and to cover it with a layer of soil or other suitable material at the conclusion of each day's operations, or at such more frequent intervals as may be deemed necessary.
Solid waste	Useless, unwanted or discarded material with insufficient moisture content to represent free-flowing sludge or to generate free liquid.
Ton	1 000kg.
Institutional,	Solid waste originating from educational, hospital, health care or Medical waste research facilities.
Waste to cover ratio	The ratio of volume of compacted waste to volume of cover material.
Working face	That portion of the disposal site where waste is discharged before being compacted and enclosed by cover material.

The operations and maintenance work consists of the following:

- Daily receiving, depositing, spreading, compacting, and covering of the solid waste and the recording of information.
- Importing of cover material (only if required and authorised by the Client)
- Clearing of waste spillages and wind-blown litter on a daily basis
- Leachate and water quality monitoring



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- The maintenance of existing facilities and infrastructure as follows:
 - All infrastructure on the disposal facilities
 - the weighbridge
 - internal roads
 - storm water channels and berms
 - contaminated storm water holding pond
 - leachate collection system and leachate holding pond
 - boundary fence of both the disposal facilities
 - rubble disposal cell
- The construction of new cut-off drains and berms as directed by the Engineer
- Monthly reporting on the following: (format to be provided by Engineer)
 - daily waste tonnage received
 - daily climatic data which consists of rainfall and A-pan evaporation.
 - monthly waste volume estimate
 - initial and thereafter annual surveyed surface level of site including the leachate and contaminated water ponds
- The provision of 24 hour security to the Waterval Landfill Site.
- Control and management of reclamation activities to ensure compliance with permit conditions.
- Monthly labour statistics

3. DETAILS OF THE SITE

a. General Description

The general, the work included in this Contract is the operation, maintenance and ongoing closure of compacted waste deposited at the Waterval Landfill Site.

The Waterval Landfill Site is in North West Province within the Rustenburg Local Municipality Area. The landfill site is situated approximately 5 km east south-east of the Rustenburg Central Business District. The coordinates for the main entrance of the Waterval Landfill Site are:

- “S25°40’26.28”
- “E27°16’57.78”



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The infrastructure (disposal cell) has been constructed in the north-western corner of the disposal area. Access to the site will be given to the contractor to be appointed under this Contract for the operation and maintenance of the landfill site to be used for the disposal of solid waste.

3.2 Description of site and access

The site is situated at Waterval on land belonging to the Anglo Platinum Mining Company on portion 303 JQ of the farm Waterval. The Waterval Site is located approximately 5 km east south-east of the Rustenburg Central Business District (as the crow flies). It is also well placed to serve the expanding areas to the South and Southeast of Rustenburg CBD as well as developments taking place at Marikana.

Access to the site is along the western boundary of the site from the road to the Anglo Development Centre (ADC), off the old Marikana Mine Road in Rustenburg. This main entrance to the site consists of a guardhouse and gate which link up to the external fence. The access road from the site entrance to the facility entrance includes a large circle before entering the facility via the opening in the perimeter berm. The facility entrance contains a truck parking area located immediately outside the internal fence line to accommodate vehicles waiting to enter the facility. Access to waste disposal facilities is via the weighbridge, while access to the buildings is via the slip road to the left of the weighbridge.

3.3 Nature of ground and subsoil conditions

The entire area has been impacted upon extensively by mining and industrial activities and most of the area has a low conservation status. A similar geohydrological trend exists within the study area reviewed, mainly because of the inherent mining activities dewatering underlying aquifers. During the geohydrological investigation, a hydrocensus was conducted to assess water levels, yields and usage.

After intensive investigations it was found that the attenuation zone between the deepest section of the open cast pit and the ground water table ranges from 4m to 6m. Mining of the UG2 Reef will dewater the area even more. In addition, yields in boreholes were extremely low. No fractures resulting from mining were detected on site. The Hex River is not being recharged by ground water in this area, but the flow of water underground is from the Hex River towards the site, which will now be intercepted by the mining of the UG2 reef, which is located between the Waterval site and the Hex River.

A walk-over survey of the site was undertaken. The sidewalls and floor of the existing excavations from the previous open cast mining operations were visually assessed as well as the fill stockpiled on the site. A profile of the underlying material was determined from ten test pits excavated. Soil samples were recovered from selected and representative soil horizons for laboratory testing. From the test results it is evident that only the highly weathered residual norite from the weathered band fully meets the DWAF requirements for capping. However, this material would have to be “mined” on site, as it is not readily identifiable within any of the stockpiled material. Precautions should be taken not to contaminate the material. All the material encountered on site may be used for the required daily cover material.

3.4 Site Facilities Available

Site facilities available during operations at the Waterval waste disposal facility for this contract:

The existing services building presently on site will be handed over to the Contractor for use at no cost (excepting maintenance as later specified) under this Contract for executing this Operational Contract.



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The following facilities will be made available on the Waterval Landfill site for use by the Contractor at no cost (except maintenance as later specified):

- 3.4.1 Permanent Infrastructure.** The Guardhouse The Guardhouse, located at the entrance to the site along the road to the Anglo Development Centre (ADC), off the Marikana Road provides the only point of entry/exit to the site through the external fence line. The building itself is approximately 17 m² in size, including ablution facilities. Two electrically operated boom gates are located respectively on either side of the structure at the entrance/exit lanes. A manual gate which is to be kept closed and locked outside of operating hours is located in front of the building, linked to the external fence line.
- Taxi stop A taxi stop structure is located adjacent to the Guardhouse building along the slipway road at the entrance to the site. This structure is part of the facility and as such must be maintained by the Operator.
- Weighbridge Control House building which will accommodate an operator and electronic equipment
- Ablution and canteen Two ablution and canteen buildings located on the infrastructure platform (approximately 180 m² each). One is located in the northern section of the platform, adjacent to the Training Building, while the other is located south of the Public Drop-Off Facility, in the MRF area. Each of these buildings separately contains:
- Women’s ablutions (incl. toilets, showers and basins);
 - Women’s change rooms;
 - Men’s ablutions (incl. toilets, urinals, showers and basins);
 - Men’s change rooms;
 - Canteen facility; and
 - Stoep area.
- In addition to the above, the Ablution and canteen building located at the MRF contains two storage rooms (4 m² each) located on each side of the building.
- Undercover parking Undercover parking is located centrally on the infrastructure platform at the buildings area. This parking is intended for employees and visitors to the site. A total of 14 (fourteen) covered bays are available (incl. one allocated disabled bay) with access to the area via a slip road adjacent to the weighbridge. The parking area has been surfaced with interlocking pavers, as for the rest of the internal road network.
- Workshop The workshop (approximately 305 m²) is located in the north-east corner of the infrastructure platform. The building is 7 m high and contains:
- an office (incl. ablution facilities);
 - a Compressor room;
 - a Store room;
 - the Mezzanine floor (located above the rooms);
 - a Workshop area;
 - a Plant service bay/landfill compactor parking area; and
 - 4 roll-up doors.



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The workshop is intended as a parking and maintenance area for the landfill plant and machinery. Access for the landfill compactor is provided via an opening in the internal road network's paving to its parking bay in the workshop.

Administration building

The administration building (approximately 285 m²) is located immediately east of the perimeter berm at the entrance to the facility. This building is a general purpose building which contains

- 2 offices;
- a Store room;
- a Kitchen;
- Ablution facilities (women's, men's and paraplegic);
- a Safe;
- a Sickroom;
- a Boardroom;
- a Laboratory room;
- an Entrance room;
- the Stoep; and
- a Small storage yard.

Braai area

The braai and entertainment area (approximately 36 m²) is located adjacent to the administration building and training building. This is a covered area with built-in braai facilities.

Public drop off facility

The public drop off facility is located south of the weighbridge and entrance area. Ramps on either end of the facility lead up to a raised platform. This facility is intended for smaller private vehicles to offload waste in quantities less than 1 tonne without having to access the cells. Also located at this facility are storage areas alongside the exit ramp. The area is surfaced with interlocking pavers, with reinforced concrete retaining walls supporting the raised platform. Sub-soil drains located at the internal foot of the walls collect and drain water that may accumulate beneath the platform surface.

Truck Parking Area

A parking/waiting area for trucks is located immediately outside the weighbridge area at the entrance to the facility. This forms part of the entrance road linking the circle to the infrastructure platform. The road is widened to allow for several lanes/parking bays as per the road markings.

3.4.2 Temporary Buildings

The contractor will be entitled, subject to the engineer's approval and that of the employer to erect additional temporary or permanent buildings on the site such as plant shelters, should these be required by him. On termination of the contract the employer shall be given the option of purchasing the additional buildings and structures so erected and failing the exercise of such option, the contractor shall demolish and remove the buildings or structures at his/her own cost and return the site in the condition it was prior to such buildings or structures being erected.

3.4.3 Security



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Security features installed at the site include two fence lines, a guardhouse, floodlights and camera surveillance at the weighbridge. The following security measures are recommended to be implemented by the Operator as a minimum:

- 24 hour site perimeter patrols;
- 24 hour Guardhouse security guards (x 2 minimum); and
- Minimum of 6 Night time and 8 day time security patrols within the facility (with particular attention paid to the infrastructure platform buildings, electrical buildings and perimeter fence).
- One quad bike

Security personnel are also expected to assist with access control to the facility by coordinating with the weighbridge operator. They are to ensure that trucks only enter and exit the facility via the weighbridge after passing through the guardhouse. The Visitors Logbook should also be kept by security and no visitors should be allowed on site without the permission and/or being accompanied by a representative of the Operator or the Licence Holder.

The contractor must engage a PSIRA (Private Security Industry Regulating Authority) registered Security Company, to perform security function on a 24 hour basis. **Proof of PSIRA registration of company intended to be used as part of the operations must be provided with the tender document.** A minimum of 8 (eight) security guards during daytime and 6 (six) security guards after hours, will be required. For the first three months security personnel must be number 8 (eight) security guards during daytime and 6 (six) security guards after hours Security personnel must be issued with reliable communication devices, self defence mechanisms or apparatus and be provided with adequate means of transport to effectively patrol the outer perimeter. Should the contractor require further security measures to protect equipment and property, he/she may take such measures at his/her own cost and subject to the engineer's approval.

Provision is to be made for the fact that no unauthorised entry is allowed, and no salvaging on the working face, whether it be formal or informal, is permitted, unless by specific permission granted by the Client In addition to the above one dedicated security guard must be provided for the sole purpose of collecting signed weighbridge slips from the drivers of the waste trucks. This security guard must also ensure that no vehicle leave the site without the driver retaining a copy of the signed weighbridge slip.

3.4.4 Facilities, equipment, items and consumables

The operator shall provide:

- all office furniture, including kitchen equipment, computer equipment (computer systems for the weighbridge will be pre-installed), documentation equipment (such as printers and photocopiers), communication equipment and all other office equipment required for general management and administration;
- Portable fire extinguishers to be provided where necessary;
- Supplies for maintenance and repairs of equipment and vehicles;
- Small tools;
- Fuel and fuel storage;
- Jet-wash at the wash bay;
- All traffic control and direction signs;
- Any other operational signage, including tariff board;
- First aid equipment;
- Weather station
- Personal Protective Equipment (PPE); and
- Any other requirements from the Licence Holder relating to the successful and legally compliant operation of the site.



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It should be noted that the electrical and water usage will be paid directly by the Operator, as billed by the Municipality. The above items exclude the personnel and plant requirements.

3.4.5 Water Supply

Potable water is piped from the borehole drilled within the site for drinking purposes and ablution facilities. For dust control purposes on the landfill, water is to be drawn from dedicated water sources outside the landfill site. Any additional water pipe reticulation required on site by the contractor, over and above that already provided, shall be constructed only with the engineers approval and at the contractor's own cost. Water used will be metered and will be for the contractor's account.

3.4.6 Electricity Supply

Power to the site is supplied by the RLM and distributed on site via two electrical substations. Detail of the power supply network is available in the Electrical Design report, available from the RLM. The network is supported by inverter and solar system which serve as back-up during power failures or load-shedding. The contractor shall insure and maintain the inverter for the contract period. Operating cost will also be for the contractor's account.

3.4.7 Housing of Employees

No facilities are available and the contractor will not be permitted to house any of his/her employees on the site.

4 PLANT

All plant used on the site shall be suitable for the application and prevailing site conditions, of adequate rated capacity, in good working condition, and shall be so designed and constructed as to cause a minimum of dust, noise and air pollution. The plant shall be operated by properly qualified and experienced operators. In the event of a breakdown occurring, the contractor shall be capable of calling upon such back-up plant within 24 hours as is necessary to ensure that the proper operation and maintenance of the site is not placed in jeopardy.

The turnaround time for tyres repairs is 2 hours. The contractor shall keep at site at least two spare tyres at any given time.

As noted in Clause 7.4 of the conditions of contract, the contractor shall submit with his/her bid, a description of his/her proposed plant complement, as well as a description of his/her back-up or breakdown and workshop facilities. No plant may be removed from site without written permission from the engineer/employer.

The service provider to be contracted for plant hire must be indicated on the forms provided in Part T2.

As a minimum the Contractor shall be required to provide the following plant for dedicated use on the site:

Item	Number of Plant	Remarks
32 ton Landfill Compactor	1	Full time
30 ton Track Excavator	1	Full time
10 m ³ Tipper	1	Full time
10,000 litre Water Cart with Sprinkler	1	Full time
1 LDV	1	Full time



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All plant is to be replaced within a 24 hour period if required by the Engineer or Employer and not to be older than 5 years.

5 OPERATION AND MAINTENANCE

5.1 Source of Waste

The Waterval landfill site is a regional facility for the Rustenburg Local Municipality, although other local authorities may also make use of the site. Some industries from the surrounding area also make use of the site.

5.2 Other Sources

Should it be to the employer's benefit, the contractor may dispose of waste at the site that originates from sources other than those indicated in Clause 5.1. In such an event, the employer reserves the right to restrict the quantity of waste received from such sources. For the duration of the contract and any extensions thereto, it will be the contractor's responsibility to make known to the employer all and any interest he/she, and/or any of his/her personnel, may have in any company or commercial waste enterprise which may result in waste being disposed of at the site. In addition, should this position change, the contractor will be obliged to inform the employer thereof within 14 days of any such change. Any obvious abuse of this entitlement will result in the immediate cancellation thereof.

5.3 Waste Quantities

Quantities of waste generated by the participating local authorities, general public and private contractors are currently averaging about 110 000 tons per annum for all waste categories.

5.4 Waste Types

The site is permitted as a general landfill site (Classification GLB-) and, subject to the exceptions indicated below, the contractor will be required to handle all, non-hazardous incoming wastes including:

- Household waste;
- Garden waste;
- Business waste (non-hazardous);
- Building rubble; and
- Industrial waste (non-hazardous).

Wastes prohibited from being disposed of at the landfill include:

- Nuclear waste;
- Hazardous waste;
- Flammable waste;
- Corrosive substances;
- Oxidising substances and organic peroxides;
- Carcinogens/mutagens (see Licence for specific details);
- Infectious waste;
- Explosives;
- Compressed gases;
- Radioactive materials;
- Waste with pH less than 6 or greater than 12;
- Complexes of heavy metal cations (paint and paint sludges or laboratory chemicals); and



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- Any waste which is difficult to analyse and classify.
- Tyres

Further to this, all steps must be taken to ensure that none of the following are disposed of at the site, in accordance with Section 3.2 of the Licence:

- Organic or inorganic elements or compounds which may have definite acute or chronic negative effects on human health and/or the environment due to its toxic, physical, chemical or persistent characteristics;
- Medical waste; and
- Scheduled pharmaceuticals.

No drums displaying the hazardous chemical sign, whether closed or open, will further be allowed for disposal on site.

In the interests of environmental protection and complying with the site permit requirements, the contractor will be required to record all relevant details of any person, vehicle or operator who attempts to bring any such unacceptable waste onto the site. The vehicle owner, engineer and employer should be informed accordingly and the vehicle used to transport such waste, will immediately be blacklisted from all of the RLM waste disposal facilities. The contractor shall also advise the driver of such a vehicle of the locality of the nearest facility where such waste can be safely disposed of.

A container for public disposal of small quantities of domestic hazardous waste may be required to be provided at the public disposal facility. The operating contractor will be responsible for the management of this facility, as well as for the safe disposal thereof and related cost. These include Motor vehicle lubricants/oil; Expired medicines or pharmaceuticals; Compact Fluorescent Lights (CFLs) and fluorescent tubes; and Batteries. This requirement will only come into effect after consultation with the regulatory authority.

Cognisance must be taken of GN R.636 of 23 August 2013 providing for the phasing out of certain waste types from being landfilled such as used tyres. Whole tyres will be accepted at the Waterval Landfill Site up until August 2018 where after NO tyres may be accepted at the site in any form as per GN 636 and the *Waste Tyre Regulations of 2008*. The client will make arrangements with Redisa (Recycling and Economic Development Initiative of South Africa) to collect tyres, which operations must be managed by the operator.

a. Charges for Disposal

The schedule of rates for disposal of waste is approved by the Rustenburg Local Municipality's and is announced annually to coincide with their financial year. These tariffs will be updated on the computer software annually by the Financial Manager and the contractor shall be expected to adhere strictly to the prescribed schedule. The contractor will be responsible to maintain the notice board with the applicable tariffs erected at the weighbridge control house. No cash is handled on site and all users of the waste disposal facility, except private residents disposing of waste loads up to 1 000 kg, will pay for waste disposed off and receive receipts upon the scanning of the smart card.

a) Vehicles under contract to the employer.

As and when required, the Financial Manager will be furnished, on the first day of the month, with a list of registration numbers of the vehicles under direct or indirect control of the employer. These will include vehicles from participating Customer Care Centres (CCC). Vehicles under contract must submit a letter at the weighbridge indicating the following:

- the contract number,



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- contract period,
- applicable service delivery area.

b) Private vehicles from commercial or business sources. (Account holders)

These users will be required to open an account on site or with the Rustenburg Local Municipality's Financial Manager. It is likely, for the immediate future that all accounts will be opened on site but the RLM is contemplating an alternative payment methodology which may necessitate opening of accounts elsewhere and/or online. The latter will furnish the contractor with details of private users, which have a valid account as and when the accounts are opened. All businesses will be charged regardless of the waste tonnages disposed.

c) Private residents

Residents who deliver their waste in private vehicles or trailers, having a payload not exceeding 1 000 kg (per week), will not be charged. Should the waste exceed this weight, the vehicle owner will need to open an account and be billed for the full load. The employer reserves the right to revise the conditions pertaining to this benefit at any stage of the contract.

The charge will be based on the mass of waste being disposed of as determined by the weighbridges provided, and a rate per ton determined by the employer. The invoicing for the above mentioned amount will be undertaken by the Financial Manager. The employer also reserves the right to vary the rate for disposal from time to time as he/she considers necessary.

5.6 Operating Hours

The contractor will be responsible for operating the site every day, including Saturdays, Sundays and Public Holidays with the exception of Christmas day.

Unless otherwise negotiated, operating times for each day shall be as follows:

- Monday to Saturday: Open to public from 07:00 to 19:00 (Site operation from 07:00 to 19:00)
- **Sundays and public holidays (08h00 to 17h00)**, except Christmas Day.

Should it be established that the above is unsuitable, with the approval of the Engineer; the working hours may be altered accordingly and recorded in writing and on the notice board.

5.7 Use of Site after Hours

As a result of shift work done by some of the Customer Care Centres, which includes after hours waste collection from the central business districts, waste may be disposed of by such local authorities until 22:00 but only by special arrangement. Although a suitable qualified person will be required to enter the transaction on the weighbridge computer, the operating contractor will not be expected to compact and cover the limited number of loads that will be disposed of after hours. All other waste is however to be compacted and covered by the end of each working day. The contractor will be remunerated for staff/personnel overtime only.

For any waste loads other than those referred to above, prior arrangements and the employer approval will be required for the site to be opened outside of the stated operating hours.

5.8 Contractors site establishment

The contractor will have stated in the data schedules at the time of bidding, the number, designation and qualifications of all staff to be employed, and the number and description of each of the various types of plant and equipment to be



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utilised on the site for the purpose of executing the contract. The contractor will be permitted to vary this establishment during the course of the contract only after written application has been made to and written permission received from the engineer. The contractor shall ensure that the engineer/employer is, at all times, in possession of an up to date register of all staff, labour, plant and equipment employed on the site. Any deviation from the provisions of this Clause, especially to the removal of plant and equipment without prior approval, will be regarded in a serious light.

5.9 Management of the gate control house and weighbridge control house (weighbridges)

For the full duration of the contract the contractor shall provide at least four competent and reliable persons to manage the gate control house and weighbridge control house full time during normal working hours. The responsibilities of these personnel shall *inter alia* include:

- access control according to specified guidelines
- identification and diversion of potential hazardous waste loads
- data capture at the weighbridge control house
- operation of the weighbridges.
- verify signing of weighbridge slips and return slips to the contractors office.
- opening of accounts on site and verification of customer data

As a minimum requirement the contractor must deliver proof that the three persons have attended a special course dealing specifically with the identification of potential hazardous waste and has been trained in the verification of weighbridge slips and correct account information supplied by the customer.

5.10 Site supervisor

The contractor shall provide a full-time site supervisor to manage the site with at least 1 year experience on a G:L:B-class site. The experience and qualifications of the supervisor shall comply with the “Minimum Requirements for Waste Disposal by Landfill, 1998”, as issued by the Department of Water Affairs and Forestry.

The site supervisor must be contactable 24 hours a day in the event of any emergencies or serious problems that may arise on site.

5.11 Meetings and site inspections

As the site is classified as a G:L:B- site with a Class B liner system (GN R.636 of 23 August 2013), the establishment of a Landfill Monitoring Committee is a requirement in terms of Section 13.2 of the Waste Licence. The reason for this is that the public will be using the site, and that the surrounding land owners and communities should be regarded as affected parties. It is therefore important that a formal structure, which can be used as a forum to ensure collaboration between the RLM and the surrounding communities in respect of the optimum management of the WWMF, be established. The Landfill Monitoring Committee should consist of representatives of the following organisations:

- The Licence Holder, namely The Rustenburg Local Municipality;
- The Bojanala Platinum District Municipality;
- Anglo Platinum Mine;
- The landfill contractor;
- The surrounding landowners and communities;
- The general public;
- The Department of Water and Sanitation; and
- North West Department of Economic Development, Environment, Conservation and Tourism (DEDECT).



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During the execution of the contract, the meetings should be held at approximately monthly intervals with arrangements for the Landfill Monitoring Committee to be made by the engineer/employer. The contractor shall ensure that a member of his/her staff, who is sufficiently senior to be able to make operating decisions and commitments, as well as being familiar with the operation of the disposal site, is always in attendance at these meetings.

The contractor shall provide furniture for use in the boardroom and maintain a diary of meetings scheduled. The minimum furniture required is a boardroom table, 15 (fifteen) chairs, white board and storage cabinet.

The meetings will be held to discuss all and any matters relating to the operation of the site, and to up-date and review the overall plan of operation. Decisions made, minuted and agreed upon at these meetings will be binding on the parties. It is, however, to be noted that Monitoring Committee (MC) does not have executive powers and that decisions affecting the Rustenburg Local Municipality need to be approved by Council.

Periodic (initially monthly) site inspections or audits will be undertaken internally and by external auditors (bi-annually) appointed by the employer. During this exercise a specially designed proforma will be filled out, which will numerically assess important aspects of the operation. This, together with appropriate recommendations, will be submitted to both the engineer and the contractor. These inspections may or may not be conducted in conjunction with the contractor at the monthly meetings. The frequency of meetings and audits will be increased if operational standards are not acceptable.

Any member of the MC will have unimpeded access to the site, provided that they report to security.

Provision must be made for a monthly financial meeting with the employer, the Financial Manager, the Financial administrator and the weighbridge/Software Manager at the client's office.

5.12 Salvage Rights

Although certain salvage rights may be awarded to the contractor, scavenging amongst the refuse at the working face will be specifically excluded. The only exception to this rule is for steel objects that can cause punctures in tyres, as well as tyres disposed of as part of the general waste stream, to be removed at the working face. Revenue generated by the contractor from the sale of such steel will be for his/her own benefit.

Sorting or recovery of other recyclable waste will only be allowed under controlled conditions at the public off-loading area only. The contractor will be required to enter into a separate contractual agreement with the employer in which the specific terms and conditions will be set out after the employer approved of the contractor's salvaging proposal.

Should the contractor not make use of his/her right to salvage, or fail to provide an acceptable salvaging proposal, the employer reserves the right to himself to perform salvage operations, or to permit a third party to do so, provided it does not have any adverse effect on the contractor's operation, and the contractor shall have no claims arising from such salvage operations.

Salvage rights may include materials sorting and recovery and any other operation of a similar nature, but excludes composting and methane gas.

5.13 Operation of the site

The operation of the site by the contractor will involve the following major functions:

- access to the site and access control



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- operation of weighbridge system and reporting on maintenance and generation of reports
- operation and maintenance of public disposal facility
- maintenance of access roads and controlling of traffic within the site
- waste deposition and compaction
- provision and placement of cover material
- control of nuisance
- provision and maintenance of fire breaks
- washing the wheels of vehicles leaving the site
- construction and maintenance of site drainage
- leachate control, pumping of all sumps (leachate and sub-soil) and leachate dams
- daily readings of evaporation pan (same time every day) & all flow meters installed at sumps (leachate, leakage and sub-soil water)
- record keeping (including maintenance of weather station data and equipment)
- topographical surveys
- composting of the clean greens
- general maintenance at groundwater monitoring boreholes and gas probes

The principles regarding the above are discussed below, with a view to providing the prospective contractor with a clear concept of what is expected of him/her and also to providing him/her with guidelines for drawing up his/her proposed action plan. In addition to the major functions dealt with below, numerous other aspects are included for information:

a. Access to the site and access control

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

Access control shall at all times be performed in a responsible manner, thus ensuring that only vehicles with waste loads permitted in accordance with the permit conditions and the “Minimum Requirements for Waste Disposal by Landfill, 1998”, will be allowed on site.

b. Operation of weighbridge system and reporting on maintenance and generation of reports

Two weighbridges, which are 18 m long and 3 m wide, with 6 m ramps at both ends, were installed by the supplier, Libra Measuring Instruments (LMI). The weighbridge system includes these weighbridges, the weighbridge house, CCTV cameras, weight indicator(s), a personal computer with a monitor and a printer. The supplier of the weighbridge has already submitted a software standard package with a possibility to extend the software to meet the specific requirements of customers.

Before starting operation at the landfill, contracted Weighbridge software supplier will remain responsible for quarterly servicing and maintenance of the weighbridge. It is strongly recommended that a service agreement between the Operator and Weighbridge software supplier be entered into for the duration of the operations contract.

In order to ensure that no financial data is lost as a result of damage to the weighbridge computers or fire in the weighbridge control house, the operating contractor will be expected to make daily backup files of all data onto computer discs, which is to be stored in a safe place, other than the weighbridge house. The digital load cells must be maintained and verification of the system will be required after any maintenance has been performed.



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Apart from the operating contractor's responsibility to make backup of daily transactions, the Financial Manager/Administrator will at regular intervals draw data from the computers for processing and mailing of invoices to the various site users.

Although the bulk of the financial reports will be generated by the Financial Manager and/or Administrator, the facility does exist for the operating contractor to generate daily, weekly and monthly reports on site. Any such reports are to be generated, if so requested by the employer or the financial manager.

The weighbridge software supplied is owned by the employer, however upgrading and maintenance of software will be the responsibility of the contractor. Therefore the contractor needs to enter into a maintenance agreement with LMI for the contract period. The Contractor shall assess the weighbridge software and if necessary purchase, at the cost of the Contractor, necessary add-ins to collect, record and report following data:

- Transaction information including name, type, code, account number of the respective account, transaction number
- Vehicle information including registration number, code, tare mass, vehicle type
- Weighing information including date/time in, date/time out, gross weight, tare, nett weight
- Waste information including code, description, name of the location from where the waste is coming (waste source)
- Waste generator (households, name of the company/ business/ institution)
- Waste transporter (council, private waste collection company, commercial/ institutional waste generator itself, individuals, etc.)
- Name of the driver
- Disposal price per unit and total price
- Remarks

All deliveries to the landfill, regardless of whether paid or for free of charge, shall be weighed and respective data shall be gathered. For each delivery, the Contractor shall print out a transaction slip at least in one original and in three copies. The transaction slips shall contain the information listed above. The original slips shall be forwarded to the Financial Manager and one copy to the Employer on a monthly basis. The deliverer shall receive a copy and another copy shall be kept by the Contractor.

Furthermore, the input mask of the weighbridge software shall show a record of previous deliveries by the same deliverer. For instance, the private deliverer will be allowed to deliver for free of charge up to 1,000 kg waste per week. If somebody comes more than once per week and the cumulative amount of the waste is more than 1,000 kg within this time period, the weighbridge software shall automatically recognise this and give an alert.

The software shall allow creating new users with all related data and the Contractor shall be responsible for the management of this customer database.

The weighbridge control house is equipped with CCTV cameras in order to capture license number plates of vehicles and load type (waste category). The Contractor shall capture the respective photos of each delivery and record them along with the other transaction data. Each photo shall clearly be marked with the transaction information.

The captured data by the weighbridge system will mainly be used for following purposes:

- to measure the services provided by the Contractor as described in Chapter 6 Measurement and Payment as well as other contracted parties
- to assess the performance of the contracted services (by the Contractor itself and by the Employer)



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- to plan the budget and future activities
- to meet the legal requirements in terms of National Waste Information Regulations (Act No. R. 625 of 2012)
- to invoice the customers (by the Financial Manager)

In this regard, the Contractor shall be responsible for registering and archiving of all data as described below.

For these purposes, the Contractor shall submit the following reports to the Employer without any request at the end of each period.

Report type	Daily	Weekly	Monthly	Quarterly	Annually
Total list of deliveries containing all information recorded by the weighbridge operator			Via email		
Summaries of the deliveries (weekly summary showing each day, monthly summary showing each week, etc.)			Hard- and softcopy		Hard- and softcopy
Data required to invoice customers (to financial manager)			Hard- and softcopy		Hard- and softcopy
List of customers (incl. name, address, contact data, customer number)			Hard- and softcopy		Hard- and softcopy
Original transaction slips	Originals				
Reports according to the requirements of the SAWIS			Hard- and softcopy		

Furthermore, the Employer (and other persons appointed by the Employer, like the Financial Manager) shall have the possibility to access the data recorded by the weighbridge system at any time: Directly on site as well as online via remote access.

The data required to invoice the customers shall include name, address, customer number, waste delivery date and time, quantity and type of the delivered waste, unit price and sum for each delivery and the total sum including VAT, rebates, and any other taxes. The unit price for each waste category and rebates and taxes will be given to the Contractor by the Employer or the Financial Manager and/or administrator at latest two weeks before the new tariff schedule shall be implemented. Within this period, the Contractor is obliged to enter the new data into the weighbridge system.

The data shall be made available in an appropriate format, which can be edited by the Employer and Financial Manager as well. The most common format currently used by the Employer is the Excel Workbook (Microsoft). The Contractor shall submit all reports in this format and in the same version as used by the Employer. The reporting requirements in terms of the National Waste Information Regulations (Act No. R. 625 of 2012) shall be met in all reports.

All reports must be archived in the Portable Document Format (PDF) in a non-editable form. The Employer shall keep the archive files at his premises and sent a copy to the Employer with the original files according to the reporting schedule above.

The Contractor is not allowed to use the collected data otherwise than for the fulfilment of this Contract nor to forward them to third parties without prior and written consent from the Employer. The Contractor shall comply with the valid



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data protection policies in South Africa (i.e. Protection of Personal Information Act No 4 of 2013) and establish a suitable data backup and recovery system. The ladder includes the secure, safe and confidential storage of all backup files in a safe place, other than the weighbridge house.

c. Operation and maintenance of Public Disposal Facility (PDF)

The contractor will be required to operate and maintain a PDF for the disposal of waste and recyclable material by the public with loads of less than 1 000 kg, which limit may be changed in future. The operation and maintenance of this facility will include:

- the supply and maintenance of 6 (six) 32 m³ and 2 (two) 12m³ skips (no alternative skip/bulk container will be allowed) facilitating easy access by the public for the depositing/disposal of the different recyclable and non-recyclable waste materials; AS AND WHEN REQUIRED
- supervision of the facility, directing of traffic, ensuring correct disposal and assisting the public with disposal, etc.;
- the provision of the necessary signage at skips to have materials disposed of according to main categories (i.e. recyclable waste in different categories, building rubble, garden refuse and general waste);
- the servicing of the skips by emptying them at the landfill working face when full. All skips shall be empty over-night;
- keeping the PDF and its surrounds neat and clean by the removal of all wind-blown or scattered refuse and the picking up of all litter emanating from the operation and removing mud from paved surfaces;
- monitoring of all containers for recyclable waste (glass, paper, plastics, metals, etc.) and arranging for their servicing by the relevant collection company, thus ensuring that such containers will not be overfilled with the resultant generation of windblown litter.

d. Maintenance of access roads and controlling of traffic within the site

The contractor shall construct and maintain gravel/building rubble access roads to the disposal area on site as and when required during the contract period. The roads must be:

- usable in both wet and dry conditions.
- comfortably able to accommodate two large passing vehicles.
- sufficiently smooth and even, without potholes, to enable large loaded vehicles to travel at 20km/h, without damage or discomfort.
- flat enough to enable vehicles to stop and move off without undue difficulty and slipping. All gradients shall not be steeper than 1 in 10 on downhill and 1 in 15 for uphill.
- watered during dry weather for dust suppression and have sufficient surface drainage for wet weather.

A road along the perimeter of the fence must be provided and maintained for security patrol purposes.

Clear and easily understandable speed limit, traffic control and direction signs must be provided from the site entrance to the off-loading point at the working face.

Paved areas in and around the site must be swept and kept clean of excessive mud and windblown waste (using brooms or mechanical equipment). Adequate resources must be utilised to perform this duty and will be for the Contractor's cost.

e. Waste deposition and compaction



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Waste deposition will be conducted in adherence with the proven sanitary landfill principles (as per “Minimum Requirements for Waste Disposal by Landfill, 1998”) of spreading, compacting and daily covering of waste. To achieve this, a single cell shall be constructed and enclosed by cover material on each operating day. In order to expose as little waste as possible to rainfall and the environment and to afford the best compaction, waste cells will be as narrow as conditions permit. The size of the cell will be determined by the mass of waste and number of vehicles accommodated during the operating day.

The cell shall be constructed as follows:

- Screening berms are to be constructed along the outside face of the landform. Soil shall be used to construct 1,0m high by 1,0m crest width berms tipped at the natural angle of repose to form the start of the proposed cell.
- Internal berms are to be constructed along the sides of the cell when inside the landform. Relatively inert waste or other suitable material shall be used to construct 1,5 to 2,5m high berms tipped at the natural angle of repose before it is compacted and covered with daily cover to form the sides of the proposed cell. Landfilling of refuse takes place in the area behind each consecutive berm in order to ensure the controlled deposition of waste.
- The floor of the cell will have been compacted by the contractor prior to waste being placed (i.e. previous layer of covered waste).
- Remove previous cover material on the floor of the cell over an area of approximately 9m² before depositing the day's waste, to prevent the formation of perched liquid tables within the waste body and to ensure the unobstructed flow of methane gas within the landfill.
- Waste shall be deposited at the toe of the cell and worked upwards by spreading in approximately 250 mm thick layers, and compacted by using three passes of the landfill compactor (of a minimum 32tons operating weight) per layer of waste to a density of at least 950kg/m³. Once compacted, the height of a cell will not exceed 2,5 m in any situation.
- In order to maximise compaction effort, the slope of the working face shall be at an appropriate angle of between 1:3 and 1:4 to enable the plant to spread and compact the waste deposited at the toe of the cell, upwards upon the working face. The slope shall, however, not be so steep as to induce slipping of the driving wheels or tracks of the plant. Slopes that are too flat, on the other hand, result in excessive use of daily cover.

The upper horizontal surface of a cell shall be finished such that it has a fall of at least 3% and not more than 5%, towards the working face. This will ensure that water on the cell floor will flow away from the working face, instead of building up against the working face, thus resulting in water infiltrating the waste.

Cover material shall be deposited above the cell at the top of the ramp so as to enable exposed refuse to be covered as soon as required and not necessarily only at the end of the operating day.

At the end of an operating day all waste must be contained within the cell. The entire waste surface area shall then be enclosed by cover material having a minimum compacted thickness of 150mm and a maximum compacted thickness of 250mm above the mean surface of the waste. Intermediate cover, in areas not utilised for an extended period of time, intermediate cover shall be placed at a thickness of 300 mm. Builders rubble may not be used as cover material, except for the preparation of wet weather cells, or with permission from the employer/engineer.

The finished cover surface shall have a minimum slope of 3% and a maximum slope of 5% and shall be sufficiently uniform to ensure that runoff is encouraged and that the ponding of water cannot take place.

In order to maintain the required surface gradients, level profile boards shall be erected and used for finishing off of each cell.



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As soon as possible after completion of a lift to the final finished profile, and upon approval by the engineer, the contractor shall construct the final cover as detailed in the approved rehabilitation plan for the site, which will be in accordance to "Minimum Requirements for Waste Disposal by Landfill, 1998".

The contractor shall be seen to be working to the approved action plan.

The contractor shall immediately after the construction of a new waste cells, end-tip a maximum of one (1) meter of waste to protect the liner and to minimise desiccation of the clay liners.

- **Manoeuvring space at working face**
Space must be available at the working face to enable vehicles to manoeuvre and reverse without causing excessive congestion. A minimum cell width determined by the number of vehicles disposing simultaneously must be maintained to enable vehicles to work alongside each other, while the waste is compacted. In order to avoid overturning of vehicles, the working face area must also be located and graded so that the vehicles operate on level ground.
- **Animal carcasses**
Animal carcasses are to be disposed of at the toe of the working face. The carcass must be covered immediately by disposing the next load of waste onto the carcasses, allowing for a minimum of 0,75m of waste and cover material. The contractor shall pay special attention to ensuring that the whole carcass is covered, with no protrusions of feet/hooves, tails, heads/horns etc. Notwithstanding the above, stricter regulations may be enforced by the Health Department of the RLM.
- **Spoilt foodstuff / Liquor / Beverages**
Spoilt foodstuffs of condemned products may be disposed of on the landfill by the method of Safe Disposal. The foodstuff/liquor must be disposed of at the toe of the working face whereafter it must immediately be destroyed beneath the compactor and covered by disposing the next load of waste onto the foodstuff, allowing for a minimum of 0,75m of waste and cover material. Extreme care should be taken that none of these foods/liquor/beverages are salvaged by any of the vehicle drivers or operating staff. Notwithstanding the above, stricter regulations may be enforced by regulatory authorities concerned.

Allowance for safe disposal, by appointment, shall be seven days a week.

- **Bulky waste**
The contractor shall reduce the volume of items of bulky waste, as far as is practical, by the use of his/her plant.
- **Wet weather**
Vehicles may become stuck in the mud when the site is wet. In view of this, the contractor shall ensure that temporary access roads are passable in most situations, with a suitable contingency plan available for continuing the operation in the extreme situation where the access roads are impassable.

A wet weather cell on the main disposal site shall be kept available which has a surface of coarse well drained material, such as builder's rubble and coarse ash, which can be used as the disposal area when conditions become too wet in other areas. A wet weather cell to accommodate at least one weeks waste during adverse weather conditions must be maintained.

- **Vehicles stuck on site**



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The contractor shall have available on site at all times (during normal operating hours) heavy-duty towropes or towbars, and he/she shall assist any vehicle that becomes stuck on the Site with minimal delay. Stuck vehicles must be towed out and under no circumstances may they be pushed out.

The contractor will be held responsible for the cost of repairs to any vehicle that has been damaged due to being pushed instead of towed. The employer also reserves the right to apply a penalty should vehicles be pushed out.

f. Provision and placement of cover

Suitable sources of cover material include:

Material excavated from future disposal cells. Although it is at present envisaged that a freehaul of 3 (three) km will apply under normal circumstances for the material to be transported from the excavation area to the disposal cells, an Extra Over Item for increased haulage is included in the Schedule of Quantities. This will come into effect in the event of material having to be hauled over longer distances in future, as a result of strategic changes required in the cell development plan;

Waste will be covered using the stockpile of norite/turf material located south of Cells 1 and 2. Building rubble waste may not require covering to meet the above mentioned requirements. However, if covering is necessary, the building rubble waste may also be covered with this norite/turf material or suitable building rubble.

Building rubble, ash, soil and other inert material suitable for covering the waste that is delivered to the site may also to be utilised for constructing, maintaining and repairing of the site roads and berms within the site;

Note: Excavations for cover material should be done according to predetermined dimensions and side slopes, in order to facilitate the construction of liners without the need to undertake excessive cutting and filling operations. It is required to construct the liners in such a way, that the respective cells will be free draining towards a predetermined low point, from where liquids can be extracted at various times of the landfill operation. In order to assist the excavation plant operators, it is suggested that level profile boards be used to indicate the angle at which side slopes are to be excavated.

Sufficient material for cell building and refuse covering on a daily basis, should be ensured by the contractor. Furthermore, a strategically placed stockpile of cover material, sufficient for three working days operation, should always be maintained.

g. Control of nuisances

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

- Odour (by applying sanitary landfill procedures for compaction and covering, as well as the removal and treatment of leachate exposed to the atmosphere). Also by spraying odour control chemicals as and when required and the implementation of corrugated iron structure to cover excavated trenches for delisted liquid/solids.
- Dust (by means of watering)
- Flies and rodents (by applying sanitary landfill procedures of compaction and covering, as well as by setting adequate fly traps, and placing fly bait at the working face, composting area, etc.)
- Noise (by ensuring that all plant silencers, etc. are in good working order) and by limiting the operations to the prescribed hours.



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- Wind-blown litter (by applying sanitary landfill procedures of compaction and covering, as well as using litter catch fences where required and picking up the litter which has been scattered in the area). Adequate litter pickers should be deployed for litter picking on a daily basis.

No scavenging shall be allowed on the working face.

- h. provision and maintenance of fire breaks

The contractor will be required to maintain adequate fire breaks, to satisfaction of the engineer/employer, in order to prevent fires on site, and to take all other steps as may be required to prevent the outbreak and spreading of fires and to provide and maintain the acceptable levels of fire fighting equipment on the site.

- i. Washing the wheels of vehicles leaving the site

All heavy vehicles leaving the site after having accessed a waste cell must pass through the vehicle washbay facility. Potable water standpipes have been provided at the washbay facility. The Operator will supply a high-pressure jet wash which will be used to wash the vehicle tyres and the back carriage area. The dirty water will be collected in a silt trap and oils separator. The oil separators and silt trap must be inspected weekly, emptied and cleaned when necessary. Oil is to be removed and recycled.

The contractor will be required to operate the facility during times when the site is muddy, to wash the mud off the wheels of vehicles leaving the disposal site. This is to prevent mud from being deposited on the Site entrance roads and public roads.

- j. Construction and maintenance of site drainage and leachate control

The contractor shall prevent undue contact between waste and storm-water, so as to minimise the volume of contaminated run-off and leachate formed. Two drainage systems are accordingly, required to be operated and maintained during the course of the contract; one for clean storm-water and uncontaminated run-off from the rehabilitated areas, and the other for contaminated storm-water and leachate extracted from the waste body which must be pumped/drained into a containment pond.

- Uncontaminated storm-water:

A system of berms and cut-off drains is constructed around the perimeter of the site to prevent clean water from entering the working area. The object of the drainage system is to divert clean storm-water run-off around one or both sides of the waste body. Once portions of the landfill have been rehabilitated, such runoff will be classified as unpolluted.

The continued extension and maintenance of this system by the contractor to keep it free-draining, is required throughout the contract and the contractor is required to state in his/her action plan, the methods he/she proposes to use in this regard.

All stormwater falling in non-operational areas of the site will be considered uncontaminated. This includes the following areas:

- Exterior of the perimeter berm;
- Phase 2; and
- Future Cells 3 and 4, east of the access path to Cells 1 and 2.



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- Contaminated water:

Run-off from the Site which has been in contact with the waste body collected in a HDPE lined drainage channel immediately adjacent to the landfill, which discharges into the pollution control dams constructed for the purpose.

The quality of this water is to be monitored by the operator and the water shall only be discharged, if acceptable, on instruction of the Responsible Person, or used for dust suppression on the lined portion of the site by the operator.

The floor of the disposal cell must be kept clean and free from any obstruction to ensure that storm-water falling within the cell-area will flow away from the exposed waste at the working face and towards the lowest point of the cell, which will in turn be drained/pumped into a containment pond. Suitable pumping equipment is to be supplied by the contractor as part of the equipment for operating and maintaining the site. The pumping equipment shall be kept available on the site and used to ensure that the cell-area is always drained.

All water that has been in contact with waste will be considered to be contaminated, as well as any water with which it comes into contact. The contractor will be required to contain such water in the containment pond (from where it will be allowed to evaporate or be used for dust suppression on site) and prevent it from polluting uncontaminated water from areas outside the waste disposal area.

Should water be accumulating in this area, it is to be pumped from the excavations as soon as possible to prevent water from infiltrating the lower parts of the adjacent, previously disposed of, waste body.

- Leachate:

The contractor will need to monitor the existing as well as future localised leachate collection, leakage detection and sub-soil sumps. The pump station is situated on the eastern side of the ponds, in line with the central spillway between them. Two Gorman Rupp self-priming centrifugal type pumps, model T2A3-B, have been installed at the pump station. However, daily reading of flow meters is required and recorded to determine the volumes generated by the site. Any malfunction of the automated systems must be reported to the client with-in 24 hours to action. The pumping equipment must be maintained and serviced by the contractor quarterly. Provision and operation of adequate back-up portable pump systems when pumps are serviced will be for the Contractors cost. All other pumping equipment required is to be supplied by the contractor as part of the equipment for operating and maintaining the site.

Throughout the operation of the landfill, the primary objective should be to reduce the formation of leachate, with the secondary objective being to dispose of leachate formed, in an environmentally sound manner.

All leachate collection and leakage detection sumps, as well as the sub-soil sump(s) must be inspected and maintained during the contract period. Should leachate / sub-soil water levels be higher than the inlet pipes, the pipes / manholes must be inspected for silt deposition or blockages and be cleared.

The existing three leachate dams should at all times have a freeboard of 500mm. A fire break perimeter of at least 5m should be maintained to protect the layers/liners installed.

- k. Record keeping



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The contractor shall maintain detailed daily records of the following aspects and these shall be available for inspection by the engineer/employer at all times (manual and electronic records to be maintained):

- Permits/licenses/certificates of compliance applicable to the site;
- Plant deployed on site on daily basis/equipment operation and maintenance statistics;
- Log books for all plant deployed on site/daily log of activities;
- Quantity of cover placed - inventory of daily cover material used and stockpile;
- Quantities of waste handled (Including mass, category and registration details of each vehicle)
- Mass of compost produced, used on site, stockpiled or sold
- Diesel consumption;
- Planned Maintenance Program;
- Service and maintenance records;
- Location of waste placement, including a map;
- Depth of waste below the final cover surface;
- Environmental monitoring data and results;
- Audit/Inspection reports, including photographs;
- Design documents, including drawings and certifications;
- Calendar of events;
- Personal information and work history for each employee, including health;
- Occupational safety records, including safety training, surveys, personnel
- Occupational health and safety meetings minutes;
- Jobs created;
- Skills transfer program;
- Complaints lodged
- Accident and incidents register and Site diary to record unusual incidents
- Site protocol violations
- Breakdowns and stoppages
- Landfill Monitoring Committee Minutes
- Weather stations including minimum and maximum temperature, rainfall, wind speed and direction, A-pan evaporation etc. Monthly compact disc (CD) backups must also be made available. The weather station is to be provided and maintained by the Operator of the site for tracking of meteorological conditions and records purposes
- Leachate and sub-soil pumping log book, indicating frequency and volumes pumped.
- The contractor shall also keep a site instruction book on site.
- Strategic stock control registers: the supply of all consumables for record keeping, invoices and the operation of the weighbridges, associated computer equipment, peripherals and the supply of suitable extra heavy duty printers is the responsibility of the contractor. This also includes the maintenance of the weighbridge slip printers and when required the replacement thereof.

I. Topographical Survey

The contractor shall maintain detailed records and a digital terrain model survey of the following and these shall be made available on completion to the engineer on computer disc and/or paper hardcopy. The survey must be of the landfill surface, including the determination of the volume of airspace used since the previous survey and the volume of airspace remaining beneath the final natural landform. The first survey is to be undertaken within the first month of operation and thereafter annually. Prior to disposal in newly developed waste cells an “as built survey” should be forwarded to the Engineer (survey to be used for airspace consumed calculations). The survey will provide information on the volume of waste handled and allow for



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monitoring of the development of the natural landform, as compared to the natural landscape design. It will also allow for the determination of the baseline of any new cell development.

m. Composting of the clean greens

The contractor may be required to compost the clean green fraction of the garden waste stream either himself or by using a sub-contractor, approved by the engineer. Since the cost effectiveness of a composting operation is dependent on the economies of scale, the employer may also consider a more sophisticated procedure at a later stage, for composting as an alternative to the low technology composting described in the following paragraph. (Currently the contractor is to price only on the low technology option). The contractor shall provide a chipper of suitable capacity, dedicated for use at the landfill site only.

The Operator must implement a suitable composting system with the approval of the Licence Holder on top of a lined area in Cell 1 initially. Only garden waste and greens shall be composted in this area, with no bio-solids, manures or food waste allowed.

The operations shall consist of chipping/shredding the “greens” waste using a mechanical chipper/shredder, and placing the shredded mixture of materials in fairly wide wind-rows, approximately 5 m wide and 2 m to 3 m high. These windrows should be turned once every three to four months and the finer material should be removed and screened. The coarse material should be returned to the windrow and mixed with other material. For this operation, turning can be accomplished with a front-end loader or a bucket loader on a tractor. The loader lifts the materials from the wind-row and spills them down again, mixing the materials and reforming the mixture into a loose windrow.

Should it be economically feasible based on volumes and types of equipment used/available, a more efficient way of composting can be considered. This will entail placing greens in trapezoidal windrows, 5 m to 8 m at the base, 2 m to 3 m high, depending on the type of wind row turner used. The composition of the waste will determine the volume of water and the frequency of turning the waste. Typically 30% of the greens should be coarse (30 cm to 60 cm) to allow for adequate aeration. The typical moisture content should be between 40 to 60%. Water from the contaminated water pond can be used for this.

The heat should also be monitored to ensure that the microbes do not die off; typically the temperature should be between 40 to 60 degrees Celsius and should not exceed 70 degrees Celsius, otherwise the microbes will enter their starvation phase. The frequency of turning will be dependent on the above mentioned factors and is mainly done to aerate and cool down the compost. Depending on the above factors composting should be screened every 6 to 8 weeks and tailings returned to the windrows.

The composting activity is not meant to be restrictive and suitable/acceptable alternatives to the above can be submitted for consideration by the Operator as long as the following conditions are met:

- No ponding of water on top of the cells;
- Adequate provision for drainage of water from the windrows and between the windrows to the contaminated water system;
- No unacceptable nuisances results from the operation of the compost facility;
- Depending on the type of system implemented, basic composting principles are adhered to, ensuring that an acceptable grade of compost is produced i.e. using system appropriate equipment with the final screening of the product is of utmost importance; and
- The composting area is always to be kept neat and tidy with all unprocessed material in windrows (only weekly stockpiles allowed) and all processed material be



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The prospective contractor will be required to supply full details of the type of chipping process to be used and how the clean greens will be placed. Should the contractor wish to compost other putrescible waste, he/she should demonstrate the integrity of the process to the engineer, who will evaluate and approve the process if it is considered to be environmentally acceptable without any nuisance impact on the surrounding community.

Bidders are also requested to describe the management and control procedures to be introduced, in order to ensure that material classified as compostable greens at the weighbridge control house, is in fact meeting the requirements and will be deposited and treated at the composting area.

n. General maintenance at groundwater monitoring boreholes and gas probes

The existing monitoring boreholes and gas probes installed on site shall be adequately marked (painted) and where required tyres to protect the gas probes will be painted (yellow and white) at least once per annum.

o. Fuel storage

If diesel fuel is to be kept on site the storage area must be bunded in compliance with fuel storage requirements (SANS 10131:2004 Edition 1 for the above-ground storage and handling of petroleum products at consumer installations with a total storage capacity not exceeding 200 m³; specifies the design, manufacture and construction of above-ground storage tanks not exceeding a capacity of 85 m³). The volumes stored must also be limited. The diesel tank should be declared out of bounds except for designated staff, and normally kept locked. These storage facilities must be inspected regularly.

p. Labour

It is the intention that this Contract should make the maximum possible use of the local labour force which is at present under-employed, as well as small emerging contractors from the area. The Contractor shall ensure that all applicable legislation requirements relating to employing local labour are met. Local labour shall be employed for all unskilled requirements. Where possible, at least half the above number shall consist of women.

To this end it shall be required of the Contractor to limit the use of non-locals to key personnel only. At the commencement of the Contract, the Contractor shall submit to the Engineer for his approval a "Key Personnel" data sheet stating how many non-local key personnel he intends to utilise in the various categories.

The numbers stated in the abovementioned data sheet will be strictly controlled during the contract period and any increase in numbers shall be subject to the approval of the Employer.

It is advisable that the Contractor liaise with the local ward Councillors when recruiting local labour and sub-contractors. Overtime will be paid as per legal requirements. Labour will not be rotated during the construction period.

The use of local sub-contractors and suppliers and the use of emerging and previously disadvantaged individuals and companies in general will be strongly favoured during tender adjudication.

q. Safety

In accordance with Section 18(2) of the Fire Brigade Services Act, 1987 (Act 99 of 1987) the directorate Public Safety requires that the following safety procedures be put in place:



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- Fire Extinguishers: ensure that fire extinguishers are present and subject to an annual inspection and service as required by the suppliers in the following areas:
 - 1 x 4.5kg dry chemical powder fire extinguisher in the security gate office.
 - 1 x 9kg dry chemical powder fire extinguisher at the dangerous goods storeroom.
 - 1 x 5kg CO₂ fire extinguisher in the weighbridge office.
 - 1x 4.5kg dry chemical powder fire extinguisher in the remaining building.
 - Fire Hose Reels (subject to an annual inspection and service as required by the suppliers)
 - 1 x 30m x 20mm diameter fire hose reel connected to a 25 mm diameter water supply, must be installed in an area, to protect the dangerous goods storeroom and surrounding areas.
 - Above-ground Flammable Liquid Storage Tank
 - The distance between the above-mentioned tank and the nearest building must not be less than 21m.
 - The above-mentioned tank must have a bund wall around it with a capacity to hold the contents of the tank plus 10 % thereof. The design of the bund wall must allow water to drain out of the bund without letting flammable liquid out.
 - The following symbolic safety signs must be installed at the above-mentioned tank:
 - “NO SMOKING”
 - “NO OPEN FLAMES”
 - “NO CELL PHONES”
 - Install 2 x 9kg dry chemical powder fire extinguishers at the above-mentioned tank.
- Dangerous Goods Storage Room
 - The storage of flammable liquids and combustible material must be prevented in this storage room.

Great care must be taken by the Contractor to ensure that the above-mentioned safety regulations are present at the site at all times as the Department of Public Safety of the Rustenburg Local Municipality may conduct Safety Audits on the premises from time to time.

5.14 Maintenance of the site

The contractor shall maintain all aspects of the site in order to ensure its smooth and efficient operation and to prevent undue deterioration of any item. The contractor shall bear all maintenance costs other than the costs of materials required as a result of normal wear and tear. These will, subject to prior approval by the engineer, be borne by the employer.

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

Included in the maintenance of the site are:

- a. Scattered waste

The keeping of the **site and its surrounds** neat and clean by the removal of all wind-blown or scattered refuse and the picking up of all litter emanating from the operation. This must be performed daily. Areas of particular importance are:

- the access road to the landfill;



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- the entrance and surrounding area;
- the public disposal facility;
- all site roads;
- the area surrounding the working face
- the perimeter fence;

b. Buildings

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

- repair of any damage or deterioration to any of the buildings, other than normal wear and tear maintenance;
- general housekeeping to ensure that the buildings inside and outside as well as the areas surrounding them are kept clean and neat;
- painting of all buildings and structures (once per annum) using quality approved paint products;
- upkeep and maintenance of gardens and landscaped areas including regular watering (twice per week) of all trees on site;
- ensuring clean and hygienic conditions in all toilets, showers, washbasins and kitchen areas.
- maintenance of all doors including the roll-up doors

On termination of the contract, all buildings shall be left in a thoroughly clean and sound condition, to the satisfaction of the engineer.

c. Access roads

The contractor shall be responsible for the maintenance of all temporary and permanent access roads (i.e. those roads within the site boundary to provide access to the working face). This work will include the watering of the surface to prevent dust nuisance, the grading and filling in of pot-holes from time to time, the resurfacing of the road with selected graded material or building rubble free from reinforcing and with particle size less than 300mm as well as any other repair work to ensure that access to the working area is provided in a safe and usable condition, to the satisfaction of the engineer. All roads shall be to an all-weather standard.

d. Berms and storm-water drainage channels

The contractor shall be responsible for keeping all berms and storm-water channels in good condition and blockage free, so that they will adequately perform their intended function. Silt accumulating in the storm-water drains shall be removed on a regular basis.

Where required, temporary berms and storm-water drainage channels shall be provided by the contractor to ensure the safe and sound operation of the waste disposal site. Such berms and channels are only to be constructed after consultation with the engineer/employer, in order to ensure that it will not interfere with the long-term development plan for the site.

e. Fences, gates and access control boom

The contractor shall keep the fences and gates of both the perimeter and infrastructure area in good order and shall repair any damage caused to them. All bushes and trees that grow on the line of the security fence are to be removed and the roots killed.



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Burning of any vegetation as a means of clearing is prohibited. Grass on site must be kept short, particularly around any geomembrane lined areas (such as any water ponds). Veld fires can damage the expensive liners by burning or by windblown sparks.

f. Weighbridge(s) System (weighbridges and related hardware and software)

The contractor shall be responsible for the care (upkeep and regular maintenance and adjustment of the weighbridges and associated computer equipment) of the weighbridges and peripherals and any damage caused by misuse or negligence shall be made good by the contractor at his/her own cost. The contractor shall supply all consumables for the operation of the weighbridges, associated computer equipment and peripherals.

The weighbridge and the related hardware and software components were supplied by Opto Africa. The Contractor shall guarantee a maximum downtime of 5% of the annual working hours of the weighbridge system (according to the operating hours of the landfill given in Chapter 5.6 Operating Hours). In order to ensure this, the Contractor shall enter into service agreement with the supplier or a third party which is authorised by the supplier for the maintenance of the weighbridge system. The duration of this service contract shall cover the duration of the Operations Contract.

The service contract shall include the calibration and verification of the weighbridges according to the requirements of the South African laws (i.e. minimum interval for calibration every 6 months and for verification every 2 years). Therefore, the service contract shall be made with a company which is accredited by the South African National Accreditation System (SANAS) for verification to at least the capacity of the weighbridges at the landfill. A copy of the certification for calibration and verification shall be submitted to the Employer.

g. Completed areas

The contractor shall be responsible for the watering of all trees and shrubs planted until such time as they are, in the opinion of the engineer, well enough established not to require further watering. Any erosion furrows and subsidence's which form on intermediate or finally covered disposal areas shall be filled in and re-grassed where applicable.

h. Servitudes

The keeping of all servitude neat and clean by the removal of all khaki-bos, weeds, trees along the fence, windblown litter etc.

i. Washbay Facility

The contractor will be responsible for maintaining the washbay facility. Potable water standpipes have been provided at the washbay facility. The Operator will supply a high-pressure jet wash which will be used to wash the vehicle tyres and the back carriage area. The dirty water will be collected in a silt trap and oils separators which must be inspected weekly, emptied and cleaned when necessary. Oil is to be removed and recycled.

j. Road-markings

The contractor will be responsible for maintaining all road markings on the paved entrance facility and access road.

k. Fire breaks

The contractor will be required to maintain adequate fire breaks, to satisfaction of the engineer/employer, in order to prevent fires on site, and to take all other steps as may be required to prevent the outbreak and spreading of fires and



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to provide and maintain the acceptable levels of firefighting equipment on the site. A firebreak shall be maintained around the site along the inside of the perimeter fence. All vegetation should be removed from the firebreaks. A minimum width of 5 m should be maintained free of vegetation.

I. Generators

The contractor will be required to operate and maintain the site generators for electricity supply as and when required. Insurance cover for the site generator will be for the contractor's cost. The municipality currently supply the generator to the site and the contractor will not the generator at any given circumstance.

m. Speedhumps

The contractor will be responsible for maintaining all speedhumps on the paved entrance facility and access road.

5.15 Notice boards

The Operator must erect and maintain a weatherproof, durable and legible noticeboard at the site entrance. The noticeboard must be updated regularly and display the following information in at least three official languages (one must be a local speaking language) as a minimum licence requirement:

- Prohibit unauthorised entrance;
- Name of Operator and Licence Holder;
- Operator's and Licence Holder's address;
- Operator's and Licence Holder's telephone number;
- Hours of operation;
- Emergency telephone numbers;
- The RLM Responsible Person; and
- Types of waste accepted and/or class of waste site (namely general or Class B).

A draft layout of the board is to be submitted to the engineer/employer for approval before manufacturing. Up keeping of the board will be for the Contractor's cost

The contractor shall be responsible for keeping all boards, including the tariff board and signage board, updated to ensure that the information displayed there-on is kept in an up to date condition, and for maintaining the boards in good repair for the duration of the contract.

5.16 Terms of Reference

1. THE FOLLOWING ARE THE OUTPUTS AND DELIVERABLES AS SET OUT IN THE PROPOSAL

- A brief description of the firm's methodology to perform the tasks set forth in the Terms of Reference, including a proposed work plan with clear deliverables and timeframes.
- A brief description of the firm's organization and an outline of previous and current experience on assignments of similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, their qualifications, and duration of the assignment, contract amount, and firm's involvement.
- Any comments or suggestions on the Terms of Reference and on the data, services, and facilities to be provided by the Rustenburg Local Municipality.



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- CV's of the proposed professional staff and authorized representative submitting the proposal.
- The firm's current make-up in terms of Previously Disadvantaged Individuals and its black empowerment goals and objectives in general and those specific to this project to be clearly spelt out.

FINANCIAL PROPOSAL

- a) In preparing the financial proposal, service providers are expected to consider the requirements and conditions of the Terms of Reference documents. The financial proposal should list all costs associated with the project as per the BOQ.

2. TIME FRAME OF THE PROJECT

All work associated with this project in terms of the TOR requirements must be completed within a period of 30 days from the date of contract acceptance or earlier. Proposal must include a work programme, Implementation to ensure that project closure is ensured by this date.

3. OVERVIEW AND SCOPE

LANDFILL SITE OPERATIONS MANAGEMENT

- The bidder must provide detailed proposed Operational Plan outlining effective management of operational activities on site in line with the License, National Environmental Management Act 107 of 1998 and associated relevant National Norms and Standards.
- The bidder must provide a Compliance Monitoring Strategy in line with the existing Landfill Site License Provisions in order to ensure environmental compliance on site.

CAPACITY

- The bidder must make use of suitable and appropriate Equipment/ Resources to render the services effectively which must make provision for the preservation of the environment by prioritizing effective waste separation, reduction, recycling, and disposal in line with the National Environmental Management Waste Act 59 of 2008 and associated National Norms and Standards.

WASTE RECYCLING OR SORTING

- Bidder must provide a clear indication by means of a Strategy on how waste Screening, Sorting, Separation, Reduction, Recycling will be exercised on site.

4. The service provider should be able to clearly demonstrate the following:

- Understanding the Environmental Legislation (NEMWA & its regulations)



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- Project management
 - Financial management
 - People management
 - Communication & marketing
(specifically, in the operation and maintenance of landfill sites)
5. Presentation/ Client Site Visits
- The Municipality may request further clarity and may also request presentations or site visits. Final communication and details regarding the presentation will be forwarded to bidders via email.
 - Bidders may expect communication a day after closing for presentation. Therefore, these proposed timelines should be considered in your planning as bidders will be subjected to presentation.
6. Selection Criteria depending on:
The service provider should be able to clearly demonstrate the following:
- Proven Practical Understanding of the National Environmental Management Act 107 of 1998, Specifically Environmental Management Acts (National Environmental Management Waste Act 59 of 2008) and associated National Norms and Standards.
 - Project Management
 - Financial and Human Resource Management
 - General Waste Management with specific reference to Waste Reduction, Re-use, Recycling and Recovery; waste information management and reporting in line with the National Environmental Management Waste Act 59 of 2008) and associated National Norms and Standards.
 - Proven effective Operations Management of landfill site activities, processes and personnel
 - Proposed Compliance Monitoring Strategy addressing processes and activities that will be undertaken to ensure compliance with National Environmental Management Waste Act 59 of 2008 and associated National Norms and Standards
(Specifically, in the operation and maintenance of the landfill sites)

5.17 Violation of site protocol

The contractor shall maintain a record and the details of the occurrence of all vehicles that violate the site protocol. Vehicles shall be "blacklisted" from being allowed to dispose of waste at the landfill site, for a period determined by the employer, depending on the violation. A report of the violation is to be given to the vehicle driver and distributed to the driver's direct supervisor and the employer. Types of incidences considered to be a violation, are in accordance with the following site rules as displayed on site:

"SITE RULES FOR THE WATERVAL LANDFILL SITE"

PERMIT : GLB- FOR DISPOSAL OF GENERAL WASTE



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This landfill site is operated under contract by the Rustenburg Local Municipality and right of admission is reserved. Violation of site protocol may lead to temporary or permanent expulsion from the waste disposal facility, together with possible prosecution, depending on the nature and / or frequency of the default.

Only general waste may be disposed of on this facility.

The contractor is legally bound to operate the site strictly according to the operational contract and instructions from the operating contractor's personnel must be adhered to.

The landfill site and all its facilities are used at the user's own risk. The user exonerates the RLM and its personnel from any claim for loss or damages of any nature whatsoever originating / emanating directly or indirectly from the use of the facility.

All drums and containers will be inspected at the weighbridge prior to disposal at the workplace. No sealed containers will be accepted on site.

Empty containers displaying hazard or warning decals/sticker will not be permitted on this facility.

Waste is only to be disposed of within the demarcated area or in the designated containers indicated by the operating contractor's personnel. Site users are responsible for off-loading their vehicles and must provide adequate labour and equipment.

Compostable garden refuse must be disposed of at the composting yard, or into the containers marked for that purpose.

Persons with LDV's or cars making use of the public disposal facility, will be required to off-load waste in demarcated containers indicated by the site operator.

No reclamation / scavenging will be allowed at the landfill workplace, or at the public disposal containers.

Scavenging by vehicle drivers and / or their assistants will lead to blacklisting of their vehicles.

No open fires or the burning of waste is allowed on the site.

Speed limits must not be exceeded and traffic rules must be adhered to.

Road signs must be obeyed.

Open or partially open trucks or containers must be covered with properly installed nets.

Wheels of vehicles leaving the site will be washed as and when instructed by the contractor's personnel.

Children are not allowed to enter the site, unless accompanied by an adult. Neither are they allowed to leave vehicles in areas other than the public disposal area, and also only whilst under adult supervision.



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No vehicles may exceed the legal payloads or have waste stacked in areas not designed to carry waste.

Vehicle's load mass must be verified whilst still on site.

Invoicing of account holders will be according to the indicated tariff structure. Driver's or duly authorized staff accompanying the waste load must sign weighbridge slips to verify waste tonnage disposed

Visitors must adhere to all security arrangements on site and users of the facility are not allowed to bring firearms into the security area.

An administration penalty will be levied if incorrect or misleading information is provided by vehicle drivers.

No cash transactions will be handled on site.”

The employer may from time to time alter the site rules as dictated by conditions on site.

5.18 Training

The contractor must make provision for 2 days each for involved personnel to be trained on the implementation of the Operation Manual as well as on the weighbridge software.

6 MEASUREMENT AND PAYMENT

6.1 Method of measurement

The contractor shall be paid monthly on actual tonnage of waste measured at the weighbridge according to the Schedule of Quantities. The contractor will not be paid for handling material suitable as cover material (clean building rubble, coarse ash and cover soil). Regular audits on the measuring system may be carried out by the employer.

All waste received on site shall be measured, categorised and controlled in terms of mass in units of tons or kilograms. The weights shall be recorded of the vehicle entering and leaving the site. The difference shall be taken as the weight of material disposed of. This operation is undertaken by the computer software, which attaches the applicable disposal rate to it and allocates it to the relevant account.

The contractor shall check every incoming vehicle's load and an accurate determination of the waste category made and documented. Agreement by the vehicle driver with the classification made is confirmed by his/her signature on the duplicate copy of the transaction slip that is to be handed back at the weighbridge.

6.2 Basis of payment to contractor

Monthly payments to the contractor shall be determined and paid according to the following formula:

$$\text{Monthly payment} = F + NR$$

in which the symbols have the following meaning:



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F shall be the appropriate **fixed charge per month** corresponding to the division of total units of waste (excluding suitable cover material) disposed of for the invoice period and shall cover, *inter alia*, the following:

Costs of providing sureties, insurance of plant & all operational equipment, public liability insurance, unemployment insurance, the cost of compliance with the requirements of the Workmen's Compensation Act, complying with statutes and by-laws etc. and the costs of continuing to meet these obligations.

Costs of providing, establishing, commissioning and maintaining adequate facilities, plant, tools, labour and equipment on the site to enable the operation to proceed in terms of the contract and shall include the costs of furniture, tools, equipment, storage facilities, notice and tariff boards, communications, all security, access facilities, sanitation, water, electricity, the wages of supervisory staff and transport costs incurred in connection with such staff. The monthly costs for maintenance (general cleaning in and around facilities, fence reparations, fence telemetry) to be included in the rates and amounts tendered.

Costs of keeping the floor of the disposal site clean and free from any obstruction with a suitable fall to the catch-pit/sump to ensure that storm-water falling within the cell-area will flow away from the exposed waste at the working face and towards the lowest point of the site and the draining/pumping of any water to a containment pond. Adequate and suitable pumping equipment is to be supplied as part of the equipment for operating and maintaining the site and the existing leachate and sub-soil systems associated with site operations and maintenance.

Costs of surveying the landfill surface prior to disposal (new cells) and at annual intervals and supplying DTM file, volumes etc.

Costs for the control of nuisances, maintaining the site in a neat and clean condition and for dealing with complaints.

Costs of care and maintenance of the site including adequate fire breaks, scattered waste and litter, all buildings and structures, access roads, entrance road, speedhumps, berms and storm-water drainage channels, fences, gates and access control booms, weighbridges and completed areas

Costs of providing supervision, signage and maintaining the public disposal facility.

Costs of the contractor's company and head office overhead costs and costs of all other obligations that are not recovered on the basis of the units of waste disposed of. Cost for all meetings as described in the specifications.

Cost of providing and maintaining all road markings at entrance facility, the access road and signage at the public off-loading facility and compost areas.

Costs of removal from the site of all items established by the contractor and for making good to the satisfaction of the engineer at the conclusion of the contract.

N shall be the total units (tons) of waste (excluding suitable cover material and clean greens diverted for composting) disposed of at the site, as recorded at the weighbridge control house, for the invoice period.

R shall be the rate per unit (tons) for the invoice period and shall cover, *inter alia*, the following:



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Costs of constructing and maintaining the access road to the disposal area, the control of traffic on the site, the supply and erection of traffic control and direction signs and the provision of assistance to vehicles that become stuck on site.

Costs of handling, spreading and compacting the waste and of constructing cells, internal control berms, wet weather cell and for dealing with bulky waste, animal carcasses and safe disposal as required.

Costs for collection, removal and stacking/storage of tyres from the waste stream at the working face, providing for the phasing out of used tyres

Costs of operating and maintaining the washbay facility.

Costs of constructing and maintaining cut-off berms and storm-water drains, and dealing with storm-water, polluted runoff and leachate.

Costs of access control at the gate and the keeping of detailed daily records.

Costs of all consumables for the keeping of detailed records and the operation of the site (including the supply and or upgrading of the printers and standby equipment).

Costs of acquiring on site, stockpiling, spreading and compacting daily cover material (min 150mm thick), including the final shaping of natural landform.

Cost of operating and maintaining the public disposal facility.

Cost of repairing the perimeter fence when required

6.3 Measurement of salvaged materials

If salvage rights are granted to the contractor on approval of the contractors proposed action plan, salvaged materials shall be measured and controlled in a manner agreed upon by the contractor and the engineer/employer.

6.4 Measurement of composting

The contractor is to note that payment for composting will not be measured as an extra over rate to that made for the disposal of waste in the main landfill. Tonnages paid for under composting will be subtracted from the tonnages for normal disposal.

Payment to the contractor for composting shall be determined by the total units (tons) of clean greens diverted from the general waste stream for composting.

Payment will be according to a fixed monthly charge for receiving on site, maintaining the composting cell, applying cover as required, the dewatering of a sump (if applicable) and the removal of leachate. This shall include the cost of keeping the floor of the compost cell clean and free from any obstruction with a suitable fall to a catch-pit/sump to ensure that storm-water falling within the compost area will flow away towards the lowest point of the site and the draining/pumping of any water to a containment pond. Suitable pumping equipment is to be supplied as part of the equipment for maintaining the site.



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Additional payment as an extra-over to the fixed monthly charge will be made based on a rate per unit (tons) of clean greens handled, including the material requiring chipping. This additional rate is to cover the cost of providing a chipper, operating the composting operation, including unloading, transporting, chipping and disposal of surplus material unsuitable for chipping in accordance with the specification. This part of the operation may be contracted to a different contractor.

6.5 Measurement for supervision and maintenance of the pump system for pumping the leachate and from sub-soil sumps

The rate provided shall cover the cost to supply (where applicable) and operate all pumps and piping equipment to be supplied by the contractor. The maintenance of such pumping equipment, as well as the pumping of leachate, if and when required, shall be at the cost of the contractor. The tender rate shall also include for a competent person to perform proper record keeping, as requested by the engineer/employer. This may include date- and time-stamped photographic evidence to be taken of the dam before and after each pumping event, verification of volumes pumped and or any other measurement approach agreed to between the Client and Contractor,

Permanently installed pumps and the associated pump systems (float switches, electrics, distribution board, pumping mains, signage, locks and fencing) must be supervised and maintained by the Contractor for the duration of the Contract period.

6.6 Provisional Sums

Provisional Sums have been allowed for additional work or materials specifically ordered by the engineer.

6.7. Local Economic Content

30% of the total project cost must benefit the local Small, Medium, Macro Enterprises (SMMEs) within the Rustenburg area of jurisdiction

7. PENALTIES

The events or requirements for which penalties shall be applied, and the corresponding amounts of the penalties, are as follows:

- a. Failure by the contractor to open or to operate the site on any of the operating days, or closure of the Site for each hour or part thereof during the agreed operating hours:

R5 000,00 for first hour or part thereof, escalating by R2 000,00 for each further one hour period or part thereof.

- b. Failure by the contractor to adequately cover overnight with material any one area of waste exceeding 5,0m² (excluding limited volumes of waste delivered by Customer Care Centres after hours) for normal waste and any exposure in the case of animal carcasses or similar wastes:

R4 000,00 for first occurrence, escalating by R1 000,00 for each further occurrence to a maximum of R20 000,00 per occurrence.



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- c. Any proven deviation from the operating permit conditions, which includes the "Minimum Requirements for Waste Disposal by Landfill, 1998":

R5 000,00 for first occurrence, escalating by R2 000,00 for each further occurrence to a maximum of R20 000,00 per occurrence.

- d. Unacceptable attendance to all reasonable complaints from the public (direct or channelled through the engineer/employer) within 8 working hours of occurrence:

R2 000,00 for first occurrence, escalating by R500,00 for each further occurrence to a maximum of R5 000,00 per occurrence.

- e. Inadequate nuisance control like litter control, odour control, dust control, rodent control and vector control:

R5 000,00 for first occurrence, escalating by R2 000,00 for each further occurrence to a maximum of R10 000,00 per occurrence.

- f. Vehicles pushed out when stuck on site:

R2 000,00 for first occurrence, escalating by R500,00 for each further occurrence to a maximum of R5 000,00 per occurrence, plus the cost for any repairs to damaged vehicles as a result of the pushing.

- g. Not removing previous cover material in area of disposal to a size of at least 9m² per new cell to prevent perched liquid levels:

R1 000,00 for first occurrence, escalating by R500,00 for each further occurrence to a maximum of R5 000,00 per occurrence.

- h. Not caring and maintaining the site including scattered waste, all buildings and structures, access roads, entrance road, berms and storm-water drainage channels, fences, gates and access control boom, weighbridge, completed areas and the access road.

R2 000,00 for first occurrence, escalating by R500,00 for each further occurrence to a maximum of R5 000,00 per occurrence.

- i. Allowing the disposal of materials not being permitted for disposal according to the Minimum Requirements for waste Disposal by Landfill 1988, the operational permit or the site rules:

R6 000,00 for first occurrence, escalating by R2 000,00 for each further occurrence to a maximum of R11 000,00 per occurrence.

- j. Allowing the disposal of unauthorized waste streams including de-listed waste:

R6 000,00 for first occurrence, escalating by R2 000,00 for each further occurrence to a maximum of R11 000,00 per occurrence.

- k. Not excavating the cover material stockpile to within 1,0m tolerance on the horizontal dimensions, 300mm on the vertical dimensions and slopes on the sides of excavations steeper than 1 (vertical) : 3 (horizontal):



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The construction costs required for the additional cut-and-fill earthworks to ensure that any excavated waste disposal cell is correctly positioned in terms of the overall site development plan, free draining to a pre-determined low point as well as suitable shaped for the construction of liners by means of heavy civil engineering construction equipment.

- i. Developing the natural landform such that, irrespective of the final landform model, the side slope in any part of the landfill exceeds a maximum slope of 1 (vertical):3 (horizontal).

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

- m. Developing the upper horizontal surface of a cell not to the prescribed slopes of at least 3% and not more than 5%, towards the working face for the installation of gas conveyance systems.

The construction costs required for the additional cut-and-fill to ensure the waste body and the finished cover surface shall have a minimum slope of 3% and a maximum slope of 5% and shall be sufficiently uniform to ensure that runoff is encouraged and that the ponding of water cannot take place.

- n. Failure to maintain a 500mm freeboard at all containment dams and allowing it to overflow.

R20 000,00 for first occurrence, escalating by R10 000,00 for each further occurrence to a maximum of R100 000,00 per occurrence. As well as the remedial costs involved on any environmental contamination.

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



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**DIRECTORATE NAME: COMMUNITY DEVELOPMENT
UNIT NAME: WASTE MANAGEMENT SERVICES**

Site Information

The location of the site in accordance with the waste licence application,

Licence number : NWP/WM/BP11 / 2011/02
Class : G:L:B
WASTE MANAGEMENT FACILITY : WATERVAL WASTE DISPOSAL SITE
LOCATION : PORTIONS 3,8 AND 16 OF THE FARM
WATERVAL 303 JQ
LICENCE HOLDER : RUSTENBURG LOCAL MUNICIPALITY
ADDRESS : P O BOX 16, RUSTENBURG, 0300

CORNER	LATITUDE	LONGITUDE
A	25°40'17.50"	27°16'55.24"
B	25°40'18.16"	27°17'58.38"
C	25°40'16.63"	27°17'9.93"
D	25°40'16.78"	27°17'13.98"
E	25°40'15.78"	27°17'22.82"
F	25°40'18.10"	27°17'32.37"
G	25°40'17.50"	27°17'55.24"
H	25°40'1.50"	27°17'55.24"
I	25°40'17.50"	27°17'55.24"
J	25°40'17.50"	27°17'4.08"
K	25°40'17.50"	27°16'56.56"
L	25°40'17.50"	27°16'54.74"

SITE INFORMATION AND OPERATIONAL MANUAL

This contract predominantly covers the daily operation and maintenance of the facility. However, civil engineering works may be required since active landfill gas conveyance and extraction systems may be installed at a future date. If installed, horizontal and vertical gas collection wells/pipes are likely to be installed systematically as the waste body increases. The spacing between horizontal and vertical wells may be from 10 m to 30 m respectively. Once designed, the system is relatively simple to install. Design and installation of the system should be carried out by an approved subcontractor to the Operator (approved by the RLM).

Basic civil engineering works, the construction of roads, external and internal soil berms, compaction of waste layers etc. will also be required. It should be noted that the bulk of the works will be carried out in existing waste.



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FUNCTIONALITY

For a bidder to qualify it is a requirement that a Professional Service Provider score a minimum of 75 out of a maximum of 100 points for functionality to be evaluated further.

Rustenburg Local Municipality reserves the right to verify and confirm any information submitted for Functionality.

Values: 1 = Poor; 3= Good; 5 = Excellent

ITEM	CRITERIA	WEIGHT	VALUE	SCORE	VERIFICATION METHOD
1. Company experience in the operations and maintenance of landfill site		20			Appointment and reference letters per project to be used for evaluation
	Appointment and reference letters per project to be used for evaluation				
	6 or more appointment and reference letters and above (Value = 05)				
	4 - 5 Appointment and reference letters (Value = 03)				
	1 – 3 Appointment and reference letters (Value = 01)				
2. Infrastructure, equipment		30			Asset register to be provided and prove of ownership, lease, or letter of intent), appropriate machinery (attach proof of ownership or lease agreement with proof of ownership
	*All machinery must be under 7 years or less than 2 000 hours for a bidder to receive maximum points. *A site inspection will be conducted to verify the availability of the Machinery that the bidder claims to have access to before points are allocated.				
	1X 32-ton Landfill Compactor and 1X 30-ton Excavator (Value = 1)				
	1X 32-ton Landfill Compactor, 1X 30-ton				



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	Excavator and 1 X 10m3 Tipper truck / Articulated Dump Truck, (Value = 3)				
	1 X 32-ton Landfill Compactor, 1 X 30-ton Excavator, 1 X 10m3 Tipper truck/ Articulated Dump Truck and Water Tanker with pump spray (Value = 5)				
1. PERSONNEL WITH RELEVANT EXPERIENCE 2.PROJECT MANAGERS EXPERIENCE		30			Attach 3-page comprehensive CV and certified copies of a National Diploma in Civil Engineering/ Environmental Engineering or higher qualification and valid ECSA certificate), with proven experience
CV and certified copies of a National Diploma in Civil Engineering/ Environmental Engineering or higher qualification and valid ECSA certificate), with proven experience					
	5 years and above experience (Value = 5)				
	3 – 4 years' experience (Value = 3)				
	1-2 years' experience (Value = 1)				
Environmentalist experience		20			Attach a 3-page comprehensive CV and certified copies of a National diploma in Environmental Management/ Environmental Science or a higher qualification with proven experience.
3-page comprehensive CV and certified copies of a National diploma in Environmental Management/ Environmental Science or a higher qualification with proven experience					
	5 years and above experience (Value = 5)				
	3 – 4 years' experience (Value = 3)				
	1 -2 years' experience (Value = 1)				
TOTAL		100			



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Calculate the points scored according to the following formula:

$$Ps = \frac{[So]}{Ms} \times Ap$$

Where:

Ps = percentage scored for functionality by the bid under consideration

So = total score of bid under consideration, i.e. weight X value = score

Ms = maximum possible score = 500

Ap = percentage allocated

$$\text{Total percentage scored by the bidder on functionality: } Ps = \frac{\quad \times 100}{500} =$$

5.2 No tender will be regarded as an acceptable tender/responsive if it fails to achieve the minimum qualifying score for functionality of 75 out of a maximum of 100 points.

5.3 Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria

5.4 Tenders that have achieved the minimum qualifying score for functionality shall be evaluated further in terms of the preference point systems.

6. **Evaluation:**

6.1 Rustenburg Local Municipality will test the values and other data provided against key component costs, in which regard it will be entitled to use its own data and minimum standards in respect of those cost to evaluate the viability of the tender.

6.2 The tendered rates will be evaluated based on the corrected monthly rate for the combined total tendered sum / amount as set out in the Price Schedule.



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PRICING SCHEDULE

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (EXCL VAT)
1	FIXED MONTHLY CHARGE				
1.1	Fixed month charge for provision of Plant, Personnel and Equipment required to achieve the scope of work (excluding suitable cover material) handled in one calendar month, including limited after hour disposal by local authorities (until 22:00 or as advised by Client)	Month	36		
	Carry to summary	TOTAL FOR SECTION 1			
2	RATE PER UNIT WASTE HANDLED				
2.1	Rate based on total units of waste disposed of (excluding suitable cover material and clean greens diverted for composting) in one calendar month.	Ton	300 000		
	Carry to summary	TOTAL FOR SECTION 2			
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (EXCL VAT)
3	COLLECTION OF TARIFFS				
3.1	Weighbridge Management and waste volumes and category monitoring on daily basis) including generation of monthly reports	monthly	36		
	Carry to summary	TOTAL FOR SECTION 3			
	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (EXCL VAT)
4	ANCILLARY WORKS				
4.1	The pumping of tested potential contaminated stormwater to retain a 500mm free board	As when required			



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4.2	Ground and surface water quality monitoring twice a year	No	6		
4.3	Landfill gas monitoring once a year	No	3		
4.4	Execute external audit twice a year	No	6		
4.5	Verification of weighbridge digital load cells after maintenance, certification	No	3		
4.6	Supply of weighbridge system consumables	No	36		
4.7	Upgrading and maintenance of weighbridge database software	No	3		
4.8	Quarterly survey to determine waste deposition volumes	No	12		
4.9	Repair or replace of existing concrete palisade fence	Metre	1000		
4,10	Maintain gravel access road	Month	36		
4.11	Repair and maintenance at the weighbridge including replacement of digital load cells, plates and rails	Prov Sum	1	R300 000	R300 000.00
4.12	Supply of odour chemicals	Prov Sum	1	R100 000	R100 000.00
4.13	When ordered by RLM to execute additional work	Prov Sum	1	R300 000	R300 000.00
4.14	Operations overhead charges on Items maximum 7.5%	%	R700 000.00		
	Carry to summary	TOTAL FOR SECTION 4			
	DESCRIPTION	UNIT	QTY	RATE	Amount
5	SECURITY AND HANDOVER				
5.1	Security as specified in the scope of work	Month	36		
5.2	Handover of operations	Prov Sum			
	Carry to summary	TOTAL FOR SECTION 6			
ITEM					
6					
6.1	FIXED MONTHLY CHARGE		SECTION 1		
6.2	RATE PER UNIT WASTE HANDLED		SECTION 2		



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6.3	COLLECTION OF TARRIFS	SECTION 3	
6.4	ANCILLARY WORKS	SECTION 4	
6.5	SECURITY AND HANDOVER	SECTION 5	
6.6		SUB-TOTAL / Month	
6.7		CONTIGENCIES (10%)	
6.8		SUB TOTAL	
6.9		ADD 15% VAT	
6.10		TOTAL	
6.11		SUB-TOTAL for 36 Month	
6.12		ADD 15% VAT	
6.13		TOTAL CONTRACT AMOUNT	

NOTE:

1. Price will be fixed for the first year only,
2. The price will escalate yearly from year 2 to year 3, the indices which will be used is the CPI.