



## BERGRIVIER MUNICIPALITY

### SUPPLY CHAIN MANAGEMENT

Enquiries: Mr. I. Saunders      Ref: T 8/3/10-2022      Tel: (022) 022 913 6038      E-mail: saundersi@bergmun.org.za

As per e-mail:

Dear Sir /Madam

### NOTICE TO BIDDERS

#### ADDENDUM: 2

**TENDER 8/3/10-2022 / MN69-2022: OPERATION OF VARIOUS SOLID WASTE PROJECTS INCLUDING COLLECTION OF RECYCLABLES, OPERATION OF MATERIALS RECOVERY FACILITIES AND CHIPPING AND COMPOSTING OF GARDEN WASTE IN THE VELDDRIF, PIKETBERG AND PORTERVILLE AREAS FOR A PERIOD ENDING 30 JUNE 2025**

Bidders must take cognizance of the following advertisement changes.

**ATTACHMENT 1 - SPECIAL CONDITIONS OF CONTRACT  
ATTACHMENT 2 – INFRASTRUCTURE & PLANT AVAILABLE**

**MUNICIPAL MANAGER**

**DATE:**

**Note: Confirmation to the addendum**

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#### CONFIRMATION

I ..... (Name and Surname of designated person) hereby declare on behalf of ..... (Company's name),

That I take note of the above changes in the bidding documentation and that my offer will incorporate the changes.

Address: .....

Tel no.: .....

.....

Fax no.: .....

Signature of bidder: .....

Date: .....

**This document must be completed by the bidder (above) and submitted with his offer.**



**ATTACHMENT 1 - INFRASTRUCTURE & PLANT AVAILABLE**

**INFRASTRUCTURE/PLANT AVAILABLE ON EACH SITE**

**MATERIALS RECOVERY FACILITY (MRF):**

**PIKETBERG:**

- ENCLOSED BUILDING WITH AN AREA OF  $\pm 550 \text{ M}^2$  CONSISTING OF TWO ROLLER DOORS FOR ACCESS
- BH15 BALER
- THREE PHASE POWER
- STORAGE AREA ON THE OUTSIDE
- ABLUTION FACILITIES AND OFFICE AREA

**VELDDRIF:**

- ENCLOSED BUILDING WITH AN AREA OF  $\pm 550 \text{ M}^2$  CONSISTING OF TWO ROLLER DOORS FOR ACCESS
- THREE PHASE POWER
- STORAGE AREA ON THE OUTSIDE
- ABLUTION FACILITIES AND OFFICE AREA

**CHIPPING & COMPOSTING:**

BOTH PIKETBERG AND VELDDRIF EACH HAVE A **BANDIT MODEL 90 XP WOOD CHIPPER** THAT CAN BE USED. THE OPERATION AND MAINTENANCE OF THESE MACHINES WILL BE THE RESPONSIBILITY OF THE SERVICE PROVIDER.



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### **ATTACHMENT 2 – SPECIAL CONDITIONS OF CONTRACT**

#### **SPECIAL CONDITIONS OF CONTRACT**

##### **Clause 7: Performance**

Add the following sub-clause:

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

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

##### **Clause 11: Insurance**

Add the following:

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

Liability Insurance covering both the Contractor and the Employer against their respective liability for the death of or injury to any person or loss of or damage to any property arising out of or in the course of the performance of the Contract. Limit of liability insurance is R 10 000 000.

Insurance of all plant and resources.”

##### **Clause 17: Price**

Add the following:

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

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

$$F = (1 - x) \left( \frac{a \cdot L_t}{L_o} + \frac{b \cdot P_t}{P_o} + \frac{c \cdot M_t}{M_o} + \frac{d \cdot F_t}{F_o} - 1 \right)$$

Where:

The value of “x” is 0,15

#### **For the Collection of Residual Recyclable Waste**

The values of the coefficients are:

a = 0,10    b = 0,30    c = 0,03    d = 0,57



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“L” is the Labour Index and shall be the Consumer Price Index – Indices and percentage changes according to area for the Western Cape, All Urban Areas, appearing in the Statistical News Release P0141 (Table 3) of STATSSA.

“P” is the Plant Index and shall be the Index for Lorries, trucks and vans exceeding 3,5 tons as published in the Statistical News Release P0151.1 (Table 4) of STATSSA.

“M” is the Materials Index and shall be the Index for Construction tyres as published in Statistical News Release P0151.1 (Table 3) of STATSSA.

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

### **For the Operation of the Materials Recovery Facilities**

The values of the coefficients are:

a = 0,40    b = 0,30    c = 0,15    d = 0,15

“L” is the Labour Index and shall be the Consumer Price Index – Indices and percentage changes according to area for the Western Cape, All Urban Areas, appearing in the Statistical News Release P0141 (Table 3) of STATSSA.

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“M” is the Materials Index and shall be the Index for construction basic metal products wire of iron or steel as published in Statistical News Release P0151.1 (Table 3) of STATSSA.

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

### **For the Chipping and Composting of Garden Waste Contracts**

The values of the coefficients are:

a = 0,10    b = 0,30    c = 0,05    d = 0,55

“L” is the Labour Index and shall be the Consumer Price Index – Indices and percentage changes according to area for the Western Cape, All Urban Areas, appearing in the Statistical News Release P0141 (Table 3) of STATSSA.

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"M" is the Materials Index and shall be the Index for Construction tyres as published in Statistical News Release P0151.1 (Table 3) of STATSSA.

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The base month for all contracts is **July 2022.**"

### Clause 22: Penalties

Add the following:

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

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

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

- b) *Failure by the Service Provider to adequately cover containers during transportation.*

***R1 000 for first occurrence, escalating by R1000 for each further occurrence to a maximum of R5 000 per occurrence, plus the full cost for clearing the litter caused as a result of default in this regard.***

- c) *Any proven deviation from the operation.*

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

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

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

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

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

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

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



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- g) Receiving and treatment of waste types not included in the scope of work for this contract:
- R5 000 for first occurrence, escalating by R1 000 for each further occurrence to a maximum of R10 000 per occurrence.**
- h) Failure by the Contractor to chip the bush waste within one week of it being off-loaded thereby allowing it to dry out.
- R1 000 for first occurrence, escalating by R1000 for each further occurrence to a maximum of R10 000 per occurrence.**
- i) Failure by the Contractor to ensure that the stockpile of bush waste (created from start of contract) remains smaller than 300m<sup>2</sup>.
- R1 000 for first occurrence, escalating by R1000 for each further occurrence to a maximum of R10 000 per occurrence.**
- j) Failure by the Contractor to ensure that the maximum size in any dimension of individual chips is less than 50mm.
- R1 000 per 30m<sup>3</sup> container load (or part thereof) for first occurrence, escalating by R1000 per container for each further occurrence to a maximum of R10 000 per container.**
- k) Failure by the Contractor to transport the chipped waste within forty eight hours of it being chipped and thereby allowing it to dry out (where not composted on site).
- R1 000 per 30m<sup>3</sup> container load (or part thereof) for first occurrence, escalating by R1000 per container for each further occurrence to a maximum of R10 000 per container.**
- l) Failure by the Contractor to ensure that the stockpile of chipped bush waste remains smaller than 90 m<sup>3</sup>.
- R1 000 for first occurrence, escalating by R1000 for each further occurrence to a maximum of R10 000 per occurrence.**
- m) Failure by the Contractor to chip the bush waste and then reducing the stockpile of bush waste by transporting the bush waste.
- R1000 per container of bush waste transported.**
- n) Failure by the Contractor to provide back-up chipping equipment within forty eight hours in the event of equipment failure.
- R1 000 per occurrence, escalating by R1000 per day or part thereof.**
- o) Failure by the Contractor to adequately recover the recyclable waste at the MRF based on the quantity of obvious recyclables in the tailings to landfill.



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**R1 000 for first occurrence, escalating by R1000 for each further occurrence to a maximum of R10 000 per occurrence.**

The above penalties do not attract VAT and will be deducted from the value of the completed work before the calculation of VAT.

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.”