



NOTICE TO TENDERERS NO: 3
Pages: 8

28 September 2022

TENDER NO: 88S/2022/23
**DESCRIPTION: PROVISION FOR THE HANDLING, CHIPPING AND REMOVAL OF GREEN WASTE
FROM SOLID WASTE MANAGEMENT FACILITIES WITHIN THE CITY OF CAPE TOWN**

CLOSING DATE: 3 OCTOBER 2022
TENDER BOX NO: 132

Dear Sir/Madam

This Notice to Tenderers forms an integral part of the Contract and is an addendum which must be recorded in **Schedule 14 and bound within the "Returnable Schedules"**. Tenderers are therefore requested to take note of the items below and amend the tender document in black ink as instructed and authorized herein.

There have been clarifications related to the descriptions and units of measure in the pricing schedule. Please ignore previous notices 1 and 2. **The averages was captured in the wrong sites on notice 2.**

Please note the following:

1. Replacement of specifications pages 91-97
2. Table on Page 91 amended
3. clause under 3.1 removed that was a conflict with retaining of a portion of the chipped greens.

Yours faithfully,
p.p.

For: Basil Chinasamy
Director: Supply Chain Management

WRITTEN ACKNOWLEDGEMENT OF RECEIPT OF NOTICE 3 – 88S/2022/23

Signature **Date**

Legal and full name of tendering entity:

(13) SPECIFICATION(S)

Bid specifications may not make any reference to any particular trade mark, name, patent, design, type, specific origin or producer, unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words “or equivalent”.

1. DESCRIPTION OF THE SERVICE

The City of Cape Town (the City), Solid Waste Management Department, requires service providers for the handling, chipping and removal of green waste from City Facilities to achieve maximum diversion from landfilling.

2. SCOPE OF WORK

Each service provider will be expected to receive a variety of green waste, including but not limited to shrubs, brushes and tree branches at each facility for chipping purposes. Contaminated green waste and tree stumps with a diameter exceeding 300mm must be disposed of at an appropriately licensed facility, at the service providers' expense.

OPERATIONAL AREAS AND HISTORICAL DATA

Facility Type		Site	Estimated average monthly quantities in Tons	Chippers permanent (P) or roving (R) loaders all permanent
AREA 1	Disposal	Kraaifontein	2615	P
AREA 2	Disposal	Vissershok	1150	R
	Drop Off	Hout Bay	472	P
	Drop Off	Woodstock	221	P
AREA 3	Disposal	Athlone	1300	R
	Drop Off	Killarney	782	P
	Drop Off	Tygerdal	738	P
	Drop off	De Grendel (New)	100	P
AREA 4	Drop Off	Wynberg	480	P
	Drop Off	Spine Road	774	R
	Drop Off	Prince George Drive (New)	100	R
AREA 5	Disposal	Coastal Park	674	R
	Drop Off	Gordon's Bay	455	P
	Drop Off	Kommetjie	372	P

NB* OPERATIONS ON SITES INDICATED BELOW WILL BE AFFECTED DUE TO MAINTENANCE AND UPGRADE OF FACILITIES

Killarney – Closed from October 2023 until June 2025 (including provision for extension of timeframes)

De Grendel- Closed from 01 September 2023 until Feb 2025 (including provision for extension of timeframes)

P= Permanently assigned/ stationed at a site

R= Roving means moving between sites in a particular area

2.1. RECEIVING OF GREEN WASTE

The Service provider and/or each individual should have the necessary experience/ qualification to: inspect incoming green waste, direct vehicles, assist with the off-loading of green waste, handling, chipping and removal of chipped materials on site and disposal of rejected and contaminated green waste; and will be provided with the

appropriate training, by the City of Cape Town, to undertake inspection activities. Each service provider must receive the green waste in areas designated by the City on site.

2.2. QUANTITIES AND COMPOSITION OF GREEN WASTE

The City does not warrant the suitability of the incoming green waste for chipping purposes. As such, the City shall not consider any claims regarding changes in quantities or composition to the green waste that may occur in the future at any facility. Any changes that may arise in the future shall not be grounds for a service provider to seek any amendment to the terms of any contract agreement entered into.

2.3. REJECTED OR CONTAMINATED GREEN WASTE

The City does not warrant that materials to be processed will be free of contaminants. It is the service provider's responsibility to ensure that no contaminated green waste is accepted and processed on site. Should contaminated green waste be accepted, it is their responsibility to dispose of it at an appropriately licensed facility and provide proof of safe disposal. The City of Cape Town shall not be liable for any costs associated with the removal of rejected or contaminated material off site.

2.4. CLOSURE OF SITES DUE TO CONSTRUCTION

Service providers to note during the contract period certain sites may be closed for construction. During the construction period the City of Cape Town will ensure the transportation of green waste from one of the service providers awarded sites to another city facility within the same area for chipping purposes if practical. Tenderers to note that it is anticipated that the Killarney and De Grendel will be affected by construction and will be closed for 18 months as per above information indicated below the historical table. Tenderers to refer to the pricing schedule note for sites where construction may be envisaged during the contract period.

2.5. MANAGEMENT OF BIOLOGICAL THREATS AND RISKS

This contract caters mainly for the provision of the handling, chipping and removal of green waste from City Facilities. However, due to the risk of biological threats/ risks that may become apparent from time to time, affected service providers will be required to follow the City of Cape Town protocols with regard to administering and management of these risks/ threats. These protocols may impact on the scope of work prescribed herein, including the non-availability of the material, once chipped for a service provider's use. It is however not envisaged that any additional costs will be associated with the following of these protocols.

Service providers must note that under normal circumstances, they will be required to chip green waste to a diameter of **50mm**, however in the case of biological threats/risks, service providers may be directed to chip to a diameter of **25mm**. Service providers must therefore ensure that at least one chipper per area, provided under the contract must possess the capability to chip to a diameter of 25mm.

2.5.1 Management of the POLYPHAGOUS SHOT HOLE BORER (PSHB)

Should polyphagous shot hole borer (PSHB) be identified at any facility the service provider will be required to chip the infested green waste material to 25mm and transport the material in an enclosed vehicle to the closest composting facility with whom the service provider has an agreement.

Please refer to the attached guideline for the management of POLYPHAGOUS SHOT HOLE BORER (PSHB) publish by Biodiversity.

2.6. BENEFICIATION OF CHIPPED MATERIAL/ MULCH

Each service provider shall be responsible for the further processing and/or beneficial use of the chipped material from their site(s) in terms of the National Environmental Management: Waste Act of 2008 and applicable Norms and Standards as amended, from time to time (NO LANDFILLING). Furthermore, service providers will be responsible for ensuring that the chipped material is reused and or recycled and provide proof of further processing and/or beneficial use. Processing of the chipped material off site is regarded as beneficiation, and as such, the City of Cape Town shall not be liable for any costs associated therewith.

The City of Cape Town reserves the right to retain 20% of the mulch or chipped material per area for its own use or purpose.

In order to comply with the guidelines issued by biodiversity for the treatment of polyphagous shot hole borer (PSHB) each service provider must include a letter from a composting facility.

Each service provider will retain all revenues from the sale of output products. Delivery note(s)/receipt(s) from the end user(s) or processing plant(s) must be provided to the City's representative upon invoicing.

2.7. MANAGEMENT OF STOCKPILES

Incoming and processed material shall be stockpiled in designated areas. Incoming and processed material shall not be stored on-site for longer than 5 days. In the event that stored material creates unsanitary conditions or interferes with the operations of the facility, it shall be removed within 24 hrs of notice at the service provider's expense.

3. SERVICE PROVIDERS OBLIGATIONS

3.1. THE FOLLOWING OBLIGATIONS ARE TO BE MET IN FULL BY EACH APPOINTED SERVICE PROVIDER:

- Will be responsible for inspection of incoming green waste for possible biological threats. The City of Cape Town will provide all service provider staff with the necessary information sessions to be able to identify these biological threats, as and when they occur;
- Controlling the movement of all vehicles within his designated area of operation at the facility;
- Will be responsible for the provision of temporary office accommodation, ablution facilities and mess room facilities in compliance with the OHS Act, where such facilities are not provided for onsite. Bidders are encouraged to visit sites by making an appointment with Lanese Hesselman at Lanese.Hesselman@capetown.gov.za or on 021 400 1142;
- Each service provider is responsible to arrange and pay for any service connection to be provided by the City;
- No housing or sleeping facilities will be allowed on site for the service provider's employees;
- Will provide for all equipment, furniture, fittings and fixtures required by its employees in order to provide the required services in accordance with these specifications;
- Will take full responsibility for the care and security of all of its property, facilities, equipment and its employees on City property and elsewhere, and the City shall bear no responsibility in this regard;
- In the event of any occurrence of damage to the City's property, each service provider shall in addition to any statutory requirement or other requirements contained in the contract, notify the City within 2 hours of the event by telephone and in writing or email giving the circumstances, nature and an estimate of the loss or damage or liability;
- Will be responsible for any damage he/she causes to City facility buildings, fences, gates, surfaces or other structures as set or established. These buildings, fences, gates, surfaces or other structures will be repaired/replaced/restored to their original condition in accordance with the City's conditions and specifications, at the service provider's expense;
- Will provide informational signs, directional devices, barricades required for the chipping operations to notifying customers using the facility, the City of Cape Town shall approve all signage prior to erection;
- Service providers must ensure that regular repairs and maintenance is conducted on all their equipment;
- Service providers must further ensure that they have access to sufficient spare capacity for equipment (especially chippers) and any other parts that require regular replacement. City of Cape Town will impose strict penalties as a result of non-chipping due to non-operational chipping machines;

3.2. SUPPLY OF REQUIRED EQUIPMENT AND RESOURCES TO SITES

Each service provider will provide at his expense, all required equipment for operations at the facility required in these specifications. All equipment will be models with sufficient capacity, designed and built specifically for the intended purpose.

Below is a summary of equipment and vehicles:

MINIMUM EQUIPMENT REQUIREMENTS				
AREA	CHIPPERS	LOADERS	Minimum Trucks Required	CONTAINERS COMBINATION
1	1 X min 150m ³ /hr	1	2	2x90m ³
2	2 X min 150m ³ /hr 1 X min 40m ³ /hr	3	3	3x 90m ³
3	2 X min 150m ³ /hr 1 X min 40m ³ /hr	4	3	3x 90m ³
4	1 X min 150m ³ /hr 1 X min 40m ³ /hr	3	3	3x 90m ³
5	2 X min 150m ³ /hr 1 X min 40m ³ /hr	3	3	3x 90m ³

The following information must be submitted with the tender:

- Where tenderers indicate that equipment etc.is owned - proof of ownership will be required in the form of registration papers (for ALL vehicles) or verified asset registers (ONLY for all chippers, loaders and containers which cannot be registered as vehicles) Any asset (e.g. vehicles, loaders) capable of being registered – only registration papers in tendering entity's name will be accepted as proof of ownership
- Where tenderers indicate that equipment etc. will be leased or hired - proof of lease/hire agreement, signed by both parties will be required (lessor and tendering entity). Lease/hire agreement to clearly indicate and identify all equipment etc., that will be leased. Upon award the lease/hire agreement must indicate validity from date of commencement of contract.
- Where tenderers indicate that equipment etc. is to be purchased, provisional approval of finance from an authorised financial institution/ credit facility/ funding institutions and the quotation obtained in respect of purchasing the machines/equipment's/vehicles must be submitted. **The proof of finance will be measured against the quotation provided to determine the number of plant, tool and equipment that the tenderer can purchase.**

3.2.1. PROVISION OF CHIPPING EQUIPMENT

Each chipper shall be a model originally designed and built specifically for the chipping or grinding of green waste and should not be converted or modified. The minimum capacity out-put of each chipper shall be site specific, so as to meet the chipping requirements of a specific site please refer to the table above. At a minimum each chipper or grinder must:

- One machine per area **MUST** have the capability to process green waste and reduce the material to a minimum size of 25 mm;
- Must be able to shred branches and stumps up to a diameter of 300 mm size;
- The minimum output of the machines must be as per table above;
- Have a conveyor capable of discharging chipped material into a container or onto a stockpile;
- Roving chipper/s are only permitted within facilities of one area and may not be moved between areas. Please refer to operational areas table above indicating where sites require roving or permanent chippers;
- All chippers listed in returnable schedules should be fully functional and will be inspected prior to award;
- All chippers offered under this contract shall be solely dedicated to City of Cape Town sites.

3.2.2. LOADING EQUIPMENT

- Service providers shall ensure that permanent loaders or grabbers are available on site to clear and move unprocessed material to stockpile at all times during storage phase in order to ensure safe and adequate public access to their operational areas.
- Service providers shall provide and maintain, all equipment, tools and machinery for the efficient management and daily operation of the plant. All vehicles shall display the name of the service provider and shall be in good condition, clean and in good repair.

1.2.3. TRANSPORTATION

3.2.3.1 CHIPPED MATERIAL

- At commencement of the contract each service provider will provide a detailed container specification from the manufacturer for all containers to be utilized under the contract;
- All containers used to transport chipped material will be inspected by an assigned City official before transportation from site can commence;
- Service providers to provide containers having minimum carrying capacity of 90m³ per area or any combination of 30, 60 or 90m³;
- Each service provider shall provide sufficient trucks and containers per area for the removal of chipped material from their facility/facilities to the processing facility/facilities/ end user.
- All vehicles entering and leaving a City facility where there is a weighbridge on site must be weighed in and out and all loading must be supervised by a City official at all times. Only verified and recorded loads of chipped material will be paid for.
- The City of Cape Town reserves the right to retain 20% of the mulch or chipped material per area for its own use or purpose.

3.2.3.2 UNCHIPPED GREEN WASTE MATERIAL DURING CONSTRUCTION PERIODS

- During the closure of a site, due to construction, the City of Cape Town will ensure the transportation of unchipped material from the closed facility to an operating facility within the same area if practical.

3.2.4. STAFFING

Requirements for Staffing

STAFFING REQUIREMENT	LABOURERS	SUPERVISORS	MACHINE OPERATORS
per site	minimum of 4 per site	minimum of 1 per site	minimum of 1 per machine (chippers & loaders)

Each service provider shall provide sufficient on-site personnel to ensure efficient management, safe operations, and maintenance of the equipment. In order to accommodate staff absenteeism for sick and vacation leave, service providers shall ensure that additional personnel are available to provide continuous operation and maintenance of the facility.

The City shall be entitled to check that a service provider provides the numbers of staff as indicated in their tender submission, failure to adhere to the numbers of staff indicated in the tender submission shall be deemed to be a breach of contract. Each service provider shall ensure that its staff are provided with the required and applicable protective clothing and uniforms in accordance to OHS Act. Each service provider must manage their own staff and ensure that their staff conduct themselves in a courteous manner acceptable to the City at all times.

A staff member allocated for duty at the access point of a designated chipping area of a City facility for the purpose of screening/ inspecting and directing incoming green waste

Each service provider must provide staff in terms of Annexure 15B, 15C2&3:

- Project manager must have an NQF level 5 or higher with experience in operations or project management in the waste management sector as per Annexure 15C2;
- Supervisors must have a NQF level 4 or equivalent with relevant operational supervisory experience as indicated in Annexure 15C3;
- Labour per site as indicated in the Annexure 15B;
- Chipper and/ or loader operator/s (provision of certificate of competency) as per Annexure 15B

Company Experience

Each service provider must provide proof of company experience, indicating the number of years of experience on similar contracts (green waste management), as per Annexure 15 C1.

At commencement and throughout the contract period each service provider's staff shall be made aware of the requirements and obligations at each facility for:

- Safe and correct procedures for operating equipment and other activities at the facility;
- The permit conditions for the facility;
- Waste accepted and not accepted by the facility;
- Occupational health, safety and welfare;
- Emergency response procedures.

4. ACCREDITATION

All appointed service providers/contractors are required to be accredited as waste management service providers in terms of the City of Cape Town Integrated Waste Management bylaw. Contractors that do not comply with this requirement will not be able to provide waste management services. Accreditation must remain valid for the tenure of the contract. All bidders are therefore required to submit proof of accreditation; which accreditation must still be **valid at the time of award of this tender**. Bidders whose **accreditation is about to expire** are strongly encouraged to re-apply for accreditation as soon as possible. Bidders who are not currently accredited must apply for accreditation as follows:

To apply for accreditation as a waste management service provider, please contact Alfonzo Noble on AlfonzoWilfred.Noble@capetown.gov.za or follow the link below for details:
<http://www.capetown.gov.za/City-Connect/Register/Business-and-trade/Register-as-an-accredited-waste-services-provider>.

Tenderers are to note that in order to be declared responsive, the City of Cape Town will confirm the accreditation status of all tenderers who have complied with the responsive and functional criteria. This will be done by referring to the CoCT list of accredited service providers on the City of Cape Town's accreditation data base.

All tenderers whose names do not appear on this list or whose accreditation is about to expire, will be requested to submit proof of accreditation, failure to submit such proof by due date will render the tenderer non responsive'.

5. COMPLIANCE WITH CITY OPERATING HOURS

Work will be conducted during the facilities' normal operating hours as detailed below. The green waste chipping /processing facilities shall be open to the public to receive waste as follows:

- Summer Operational Hours - Mondays to Saturdays: Drop-off sites: 08h00 to 20h00 and Disposal sites 08h00 to 18h30;
- Winter Operational Hours - Mondays to Saturdays: Drop-off sites: 08h30 to 17h45 and Disposal sites: 08h30 to 17h00;
- Sundays Operational Hours (all year round) - Drop-off sites: 09H00 to 17H00 and Disposal sites: 09h00 to 14h00.

The facilities shall be open on all public holidays except the following public holidays:

- Good Friday;
- Christmas Day;
- New Year's Day.

No removal of chipped material from drop-off and disposal facilities will be permitted outside normal operating hours.

The City of Cape Town reserves it's right to amend the hours and days of operation if required. Each service provider shall ensure full co-operation and compliance with site specific operating hours.

6. CONDITIONS OF EACH FACILITY

As agreed upon, service providers will be expected to provide an operational management plan and be compliant with each site environmental authorisation and Environmental Operational Management Plan.

7 TRADE NAMES OR PROPRIETARY PRODUCTS

TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADE MARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS 'OR EQUIVALENT'

8. EMPLOYMENT OF SECURITY PERSONNEL

All security staff employed by the supplier on behalf of the CCT or at any CCT property must be registered with Private Security Industry Regulatory Authority (PSiRA). Proof of such registration must be made available to the CCT's agent upon request.

9. FORMS FOR CONTRACT ADMINISTRATION

The supplier shall complete, sign and submit with each invoice, the following:

- a) Monthly Project Labour Report (**Annex 3**).
- b) B-BBEE Sub-Contract Expenditure Report (**Annex 4**).
- c) Joint Venture Expenditure Report (**Annex 5**).

The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than R350.00 per day, as adjusted from time to time (excluding any benefits), who are employed on a temporary or contract basis on this contract in the month in question.

In addition to the Monthly Project Labour Report the Supplier shall simultaneously furnish the CCT's Agent with copies of the employment contracts entered into with such labour, together with certified copies of identification documents, proof of attendance in the form of attendance register or timesheets as well as evidence of payments to such labour in the form of copies of payslips or payroll runs. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it and proof of such acknowledgement shall be furnished to the CCT's Agent.

The Monthly Project Labour Reports shall be completed and submitted in accordance with the instructions therein.

The **B-BBEE Sub-Contract Expenditure Report** is required for monitoring the supplier's compliance with the sub-contracting conditions of the **Preference Schedule**.

The Joint Venture Expenditure Report is required for monitoring the joint venture's/consortium/partnership compliance with the percentage contributions of the partners as tendered, where the joint venture/consortium/partnership has been awarded preference points in respect of its consolidated B-BBEE scorecard.