



TSWAING LOCAL MUNICIPALITY

BID SPECIFICATIONS

BID DESCRIPTION: APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR HIRING OF PLANT (CONSTRUCTION EQUIPMENT) FOR A PERIOD OF 12 MONTHS ON AS AND WHEN REQUIRED BASIS

PURPOSE

The purpose of this report is to finalise the specifications for the above-mentioned bid for final approval by the accounting officer prior to advertisement.

1.1 BACKGROUND

The plant will be used for:-

- Water clearing of illegal dumping sites,
- Unblocking of stormwater pipes, culverts and sewer lines,
- Excavation, loading and transporting material from the source (Borrow pits) to sites,
- Any other required activities in Technical and Community departments in Tswaing Local Municipality.

1.2 CONFIRMATION THAT FUNDS ARE AVAILABLE IN THE BUDGET FOR THIS PROJECT

Department	Vote No.	Description in line with SDBIP	Budget Amount	Estimated Cost	Source of funding
Community Services / Technical Services		APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR HIRING OF PLANT (CONSTRUCTION EQUIPMENT) FOR A PERIOD OF THREE (03)		Quotation basis	Own Funding

		YEARS ON AS AND WHEN REQUIRED BASIS			
--	--	--	--	--	--

1.3 LEADING DEPARTMENT

This project will be implemented by Technical Services Department.

PART B

2. PROJECT SCOPE

2.1. PLANT FOR ROADS AND STORMWATER REQUIRED

Item	Description	Minimum Capacity	Min Mass	Min Fly Wheel Power
01	Tipper Truck	6 m ³		
02	Tipper Truck	10 m ³		
03	Rock Dump Truck	14 m ³		
04	Heavy Duty Wheel Tractor and Grid Roller with minimum width 2000mm	10 ton		210 kW
05	Road Grader with minimum width of 2500mm	13 ton		93 kw
06	Road Grader with minimum width of 3000mm	15 ton		112 kw
07	Tractor Loader Backhoe (TLB)	0.9/0.25 m ³		
08	Wheel Excavator	20 ton		
09	Track Excavator	30 ton		
10	Vibratory Roller Compaction single smooth drum/double pneumatic tyre/selfpropelled/heavy duty	16 ton		

11	Vibratory Roller Compaction/ double smooth drum/ multi-pneumatic tyre/selfpropelled/heavy duty	27 ton		
12	Hand Roller/Vibrating double smooth drum/pedestrian - small/narrow with minimum width of 390mm Drum	0.75 ton		
13	Mechanical Road/Street Sweeper with minimum width of 2000mm			

14	Asphalt and Concrete Road Mechanical Cutter with minimum Blade Diameter Size of 300mm			
15	Hydro Jetting/ Culvert cleaning Machinery	6 Kl, 8 Bar pressure, 450 l/min delivery and 20 m pipe length		
16	Heavy Duty Mechanical Concrete Mixer with Reinforced Drum on Wheels	250L to 500L		
17	Plate Compactor	64kg		
18	Bulldozer	21825kg		158kw
19	Bomag Compactor	62 kg		
20	Pressure Bitumen Emulsion Sprayer	25L		
21	Engine Bitumen Emulsion Sprayer	WDA75, Gear pump 18/Min Max		
22	Concrete Cutter	D25980		
23	Flat Low Bed Truck Loader	40 Ton		220kw

2.2. PLANT FOR WATER AND SANITATION REQUIRED

Item	Description	Minimum Capacity	Min Mass	Min Fly Wheel Power
01	Heavy Duty Jackhammer Drill with Air Compressor (Max drilling depth: 600mm)		31 kg	
02	Water Bowser with mounted water pump for with minimum of 05m length flexible horse pipes for withdrawal and discharging and associated sprinkler with minimum of five nozzles	16 kl		
03	Water Bowser with mounted water pump for with minimum of 05m length flexible horse pipes for withdrawal and discharging and associated sprinkler with minimum of five nozzles	18kl		
04	Water Bowser with mounted water pump for with minimum of 05m length flexible horse pipes for withdrawal and discharging and associated sprinkler with minimum of five nozzles	20kl		
05	Pavement Breaker (Jack Hammer)	136kg		
06	Septic Cleaning Sewage Suction Truck/Honey Sucker	16kl		
07	Septic Cleaning Sewage Suction Truck/Honey Sucker	18kl		
08	Septic Cleaning Sewage Suction Truck/Honey Sucker	20kl		

2.2. PLANT FOR SOLID WASTE REQUIRED

Item	Description	Minimum Capacity	Min Mass	Min Fly Wheel Power
01	Tractor with rotary grass cutting /mower to cover minimum width of 2000mm			60 Kw
02	Front End Loader	2,7m ³	16 ton	125 kW
03	Compactor Garbage Truck	10m ³		

2.1. PLANT FOR ELECTRICITY REQUIRED

Item	Description	Minimum Capacity	Min Mass	Min Fly Wheel Power
01	Cherry Picker	340kg		
02	Pole Chainsaw	Petrol 33c, 25cm Chain-bar, Lawn star		
03	Chainsaw	Petrol Chainsaw		

NB:

1. ALL MACHINERY/ EQUIPMENT MUST BE OF THE HIGHEST QUALITY AND THEY SHOULD BE AVAILABLE FOR LEASE FOR THE DURATION OF 03 YEARS ON AS AND WHEN REQUIRED BASIS.

2. VALID OWNERSHIP LICENSING CERTIFICATES (IN TERMS OF E-NATIS) OR PROOF OF OWNERSHIP FOR THOSE NOT REGISTERED (RECEIPT, PURCHASE DOCUMENTATION) MUST BE ATTACHED.

3. PERFORMANCE EVALUATION

This bid will first be evaluated on performance as follows:

4. PRICING SCHEDULE (HOURLY RATE)

ITEM	DESCRIPTION	MAKE	MODEL	CAPACITY	HOURLY RATE
					WET RATE
01	Tipper Truck			6 m ³	
02	Tipper Truck			10 m ³	
03	Rock dump Truck			14 m ³	
04	Tractor with rotary grass cutting /mower to cover minimum width of 2000mm			60 w	
05	Heavy Duty Wheel Tractor and Grid Roller with minimum width 2000mm			210 kW	
06	Road Grader with minimum width of 2500mm			13 ton	
07	Road Grader with minimum width of 3000mm			15 ton	
08	Tractor Loader Backhoe (TLB)			0,9/0,25m ³	
09	Front End Loader			2,7m ³	
10	Wheel Excavator			20 ton	
11	Track Excavator			30 ton	
12	Vibratory Roller Compaction single smooth drum/double pneumatic tyre/selfpropelled/heavy duty			16 ton	

13	Vibratory Roller Compaction/ double smooth drum/ multipneumatic tyre/selfpropelled/heavy duty			27 ton	
----	--	--	--	--------	--

ITEM	DESCRIPTION	MAKE	MODEL	CAPACITY	HOURLY RATE
					WET RATE
14	Hand Roller/Vibrating double smooth drum/pedestrian - small/narrow with minimum width of 390mm Drum Mechanical Road/Street Sweeper with minimum width of 2000mm			0.75 ton	
15	Mechanical Road/Street Sweeper with minimum width of 2000mm				
16	Heavy Duty Jackhammer Drill with Air Compressor (Max drilling depth: 600mm)				
17	Asphalt and Concrete Road Mechanical Cutter with minimum Blade Diameter Size of 300mm				

18	Water Bowser with mounted water pump for with minimum of 05m length flexible horse pipes for withdrawal and discharging and associated sprinkler with minimum of five nozzles			16 kl	
19	Water Bowser with mounted water pump for with minimum of 05m length flexible horse pipes for withdrawal and discharging and			18kl	

	associated sprinkler with minimum of five nozzles				
ITEM	DESCRIPTION	MAKE	MODEL	CAPACITY	HOURLY RATE
					WET RATE
20	Water Bowser with mounted water pump for with minimum of 05m length flexible horse pipes for withdrawal and discharging and associated sprinkler with minimum of five nozzles			20 kl	
21	Hydro Jetting/ Culvert cleaning Machinery			18kl	
22	Heavy Duty Mechanical Concrete Mixer with Reinforced Drum on Wheels			6 Kl, 8 Bar pressure, 450 l/min delivery and 20 m pipe length	

23	Plate Compactor			64 kg	
24	Bulldozer			Blade 6.1m ³ , weight 21825kg, Powe 158kw	
25	Cherry Picker			Working height 22.02m, Capacity: 340kg	
26	Compactor Garbage Truck			10m ³	
27	Bomag Compactor			BW65, weight 62 kg, GX100	
28	Pavement Breaker (Jack Hammer)			GQR400-C1, Weight 136kg	
29	Pressure Bitumen Emulsion Sprayer			25L	

ITEM	DESCRIPTION	MAKE	MODEL	CAPACITY	HOURLY RATE
					WET RATE
30	Engine Bitumen Emulsion Sprayer			WDA75, Gear pump 18/Min Max	
31	Concrete Cutter			D25980	
33	Pole Chainsaw			Petrol 33c, 25cm Chainbar, Lawn Star	
34	Chainsaw			Petrol chainsaw	
39	Septic Cleaning Sewage Suction Truck/Honey Sucker			16kl	
40	Septic Cleaning Sewage Suction Truck/Honey Sucker			18kl	
41	Septic Cleaning Sewage Suction Truck/Honey Sucker			20kl	

**PRICING SCHEDULE FOR FLAT LOWBED TRUCK LOADER
(KILOMETER RATE)**

ITEM	DESCRIPTION	MAKE	MODEL	CAPACITY	Kms Rate
					WET RATE
42	Flat Low Bed Truck Loader			40 Tons	

- NB:** 1. Wet rate includes charge for fuel, operator and VAT.
2. Failure to price all items, your document will be regarded non responsive.
3. All prices should be in South African currency.
4. Annual escalation of 10% will be applied in all rates.
5. Prices should be reasonable and market related.

8. SPECIAL CONDITIONS OF THE CONTRACT

NOTES

The attention of contractors or Bidders is specifically drawn to these Special Conditions issued with this bid documents and will remain in force for the duration of the contract, and any other provisions contained in this document.

1. Contact Person

1.1 The USER DEPARTMENT (Technical Services) requires the name and telephone number of the Contractor's contact person.

All discussions and enquiries will be directed to this contact person

2. Official Orders

2.1 No work shall commence before an official order is issued.

THUS THE FOLLOWING WILL TAKE PRECEDENCE:

In the event of the Municipality placing an order for an item of equipment with a Contractor (in writing), to be delivered to a site on a specific date and having confirmed (in writing) the availability of the specific item of equipment with the Contractor prior to placing the order, the following penalties will be imposed on the Contractor if the delivery of the CORRECT equipment is not met within 24 Hours of the delivery date:

The Municipality shall have the right to hire an item of equipment similar to the one requested from any other source and, if the expense involved is higher, the Contractor shall bear the additional costs without prejudicing the other rights of the Municipality. Costs incurred in this manner shall be subtracted from moneys owing, or to be owed, to the contractor. If however, other machines are standing idle as a result of such late delivery, the cost of such other machines will also be recovered against the Contractor and will be subtracted from moneys owing, or to be owed, to the contractor.

2.2 Execution of work: No operation should be carried out without an official order. Should an extension of work be required, an additional order must be obtained.

2.3 Wrong delivery-If the Contractor delivers a machine at the site other than the one requested, the hire may summarily be ended even if the difference lies only in the model series, and the USER DEPARTMENT shall not pay for the Transport of such machine to and from the site.

Machines must therefore be supplied exactly as tendered for unless explicitly agreed otherwise (Email, or letter required for fleet extension).

2.4

(a) Addition / Shrinkage of fleet-Prospective bidders are advised that this contract allows for fleet renewal / addition /shrinking. If the successful bidder should wish to extend or renew his fleet during the term of this contract, application (in writing) must be made (ON A FORM OF TENDER) to the Director Technical Services, 395 De Jager Street, Delareyville, 2770

Applications should be accompanied with copies of the Registration and Licensing documents of the machine/fleet where applicable. Approval of the application for addition / renewal will be granted (in writing) based on the principle that the replacement or addition is EQUAL OR BETTER BUT FOR THE SAME TARIFFS AND PRICES.

(b)The form must be completed in print with a black ink. Alternatively it may be typed. **Non-compliance with this will automatically disqualify the addition of fleet.**

2.5 Claims for machineries will be effected on the basis of hourly rate **only** and in the case of truck tractor with low bed, only claimable kilometres travelled will be considered.

2.6 Orders will be placed direct by the User Departments (Technical Services). Therefore statements and invoices **MUST BE SUBMITTED** to the User Departments (Technical Services).

2.7 The USER DEPARTMENT (Technical Services) shall be entitled to cancel or amend orders, which are outstanding as a result of any act or omission of the contractor.

3. Payments

3.1 Transport tariffs must be given as a rate per kilometre and working tariffs as Rate per hour.

3.2 Tendered tariffs shall be value-added tax (VAT) inclusive.

3.3 **Working tariff**-The tendered working tariff per Hour shall include all maintenance, Ground Engaging Tools, lubricants, a fully trained operator and VAT (value added tax) where applicable.

3.3 **Stalling time** means such time when the equipment is unable to work owing to breakdown, the absence of an operator or for any other reason, which is the fault of the Contractor and **It will not be payable to the contractor.**

3.4 **Stalling time**- If a machine is unable to work for a period owing to the stalling time of another machine hired from the same successful bidder, that period shall be regarded as stalling time.

3.5 **Standing time**- When a machine is operational but the USER DEPARTMENT does not require it to work for a period of 30 minutes or longer, such period shall be regarded as standing time and **it will be paid for at a tariff of 50% of the tendered working tariff.**

3.6 **Inclement weather**-Should plant stand and idle (Not Working) owing to inclement weather this shall be regarded as non- working days. The Municipality will also not work in conditions where more damage will be done to roads and borrow pits due to such conditions. If plant was working part of the day before inclement weather stop the operations, it will be paid according to the hours worked.

3.7 **Transport tariffs** - Delivery and removal of equipment to and from the site by the Contractor shall be paid for according to the Transport tariffs tendered in the tender schedule or offer. Delivery or removal costs shall be calculated by multiplying the Transport tariff by the Transport distance described below in a single trip. Machines which are moved by a Flat Low Bed Truck Loader should adjust the distance to include the return trip (Double). The Transport distance is the shortest workable route measured along the road. The USER DEPARTMENT reserves the right to establish which route should be measured. Transport tariff includes VAT.

3.8 Flat Low Bed Truck Loader - The tendered tariffs for Flat Low Bed Truck Loader shall be per kilometre. No payment will be made for empty trips (dead kilometres), which result from the Transport of hired machines to or from a depot

3.9 Travel from camp to site - Travelling between camp and work site, if it is not on the same place, will be regarded as working time with a maximum total travelling time of **half an hour per day.**

Grader operators where maintenance is performed should stay close to their operations, moving often as operations require. The contractor will be responsible for their accommodation, and they will not be staying in municipality camps. The contractor should also ensure that clear indications by way of road signs indicating their presence for both day and nighttime.

3.10 Lodging-The tendered tariffs must include all board and lodging of operators signed by Municipal official in charged. There will be no obligation to the USER DEPARTMENT to provide any board and lodging to the contractor

3.11 Work rate-The Contractor must ensure that the equipment and staff work to their maximum capacity during the Hours for which working tariffs are levied. Where teams are operating and some of the plant in the team is not working causing the team not to perform to their required output, the team will be stopped until it can give the expected output

3.12 Water sprinklers-Time spent in filling water sprinklers with water shall be regarded as working time.

4. PLANT-HIRED

4.1 The abbreviations for makes of equipment such as those on the list can be used to describe the make of equipment offered. Should a make be offered that does not appear on the list the tenderer himself shall fill in the name.

4.2 The Municipality shall use the hired plant, where necessary, **anywhere** within the area of its jurisdiction for any purpose deemed valid by the USER DEPARTMENT (Technical Services).

4.3 **Minimum Capacity**-Prospective bidders are requested to take great care in supplying CORRECT information in terms of the capacity + unit for each item of equipment offered in the form of tender.

Equipment offered without the minimum capacity required not stated and/or incorrectly stated in the form of tender, will AUTOMATICALLY be DISQUALIFIED

4.4 **Wrong Information**-Bidders are WARNED to give the correct information. If a Bidder is found to give wrong information on the Tender Forms, the Municipality will have the option to move the specific equipment to the Disqualified List. If an unfair advantage was obtained because of the wrong information, the Municipality will have the option to remove the total equipment of the bidder to the Disqualified List or withdraw the total equipment of that bidder for the duration of this bid as well as all other remedies available by law.

4.5 **Choice of the Plant**- Municipality undertakes to hire plant according to the highest points obtained (after calculation of points obtained) that can do the required task.

4.6 **Termination of hire**-Notice by the USER DEPARTMENT for the termination of the use of the equipment shall be given a minimum of one full working day in advance. (This may be done by telephone or email.)

4.7 **Subletting**-The hired equipment must always be at the work site and may not be withdrawn without the permission of the officer in charge.

4.8 **Capacity measured** -Water sprinklers shall be measured before they are hired. Length, breadth and height of the tank shall be submitted upon request. Upon delivery on the site water sprinkler will be measured again and the measurements will be verified by the Municipality. If the measurements do not correspond, the water sprinkler will be returned to the Contractor at the Contractor's cost

4.9 **Nozzles**-Water sprinklers must be fitted with a pump and at least three (3) nozzles. The use of a gravity spray bar or plough disc will not be acceptable

5. TRANSPORTATION OF EQUIPMENT

5.1.1 The contractor/ must bear all costs of transportation of machinery for the site establishment for the duration of the contract on as and when a need arise.

5.1.2 The site of the contractor shall be the place within the area of jurisdiction of the Tswaing Local Municipality where the tender is executed.

5.1.4 No claims shall be made for any conveyance outside the place of the Municipality.

5.1.5 The contractor shall, in the course of conveyance of such machinery, be liable for damages on the machinery in cases of neglect, omission or commission on its part, to the exclusion of the Municipality.

5.2 **Site Relocation Period**-The USER DEPARTMENT shall allow one workday for Transporting equipment to and from a depot. Payment for work done will only commence when the actual operation starts.

5.3 **Unsatisfactory work**-If an operator, machine or total combination does not render satisfactory service, the Municipality shall have the right to end the hire without prior notice. The Transport costs for the removal of the equipment shall then have to be borne by the Contractor.

5.4 **Fuel tanks**-The Contractor will supply fuel for its plant and if plant is standing without fuel it will be seen as out of order.

5.5 **Lubricants**-The Contractor shall be responsible for oils and greases for his equipment. The Municipality will not supply any lubricants to contractors.

5.6 **Age of equipment**-Within 48 Hours after being requested to do so, the Contractor must furnish proof of the original date of the commissioning or purchase of the equipment (not older than 2014 model). In a case where the Contractor is unable to furnish the above mentioned proof, or if the equipment is older than the age tendered, the Municipality shall have the right to end the hire and in such a case the Contractor shall have to bear the removal and delivery costs of the said equipment.

5.7 **Breakdown**-The Contractor shall be responsible for all maintenance of his/her equipment. This includes damage to tyres and the replacement of ground engaging parts. In the case of a breakdown the Contractor must repair or replace the equipment within 48 Hours of being informed of the breakdown. If the Contractor

neglects to repair or replace the equipment within 48 Hours the Municipality reserves the right, without prejudicing its rights, to end the contract (The Contractor will bear the removal Cost) or to proceed with it and, inter alia –

to replace the equipment with that of another contractor and to recover from the Contractor, all damages suffered by the Municipality as a result of the Contractor's neglect; and/or

to recover from the Contractor all payments from the amounts owing to this

Contractor that have to be made to pay other contractors as a result of this Contractor's neglect / fault, and / or

to impose a fine equivalent to a working tariff of two Hours for every day that the equipment stands idle for longer than 48 Hours, measured retrospectively from the time when the Contractor was informed of the breakdown or problem. The fine shall be deducted from money payable to the Contractor

6. OPERATIONS

6.1 Maintenance of plant-The Contractor is totally responsible for the maintenance of his/her plant.

6.2 Equipment without operators: The following type of equipment shall be supplied without operators:

- concrete mixer, plate compactor, bomaq and concrete chain saw

The Contractor will not be required to supply fuel for the above-mentioned equipment. Contractor shall be liable for the cost of the oils, blades and greases. The Municipality shall not be liable for any claims resulting from incorrect servicing

6.3 Accountability-The Contractor must at all time accepts responsibility for any losses or damage whatsoever to equipment on site, unless negligence can be proven on the part of the Municipality or its officials

6.4 Instructions to operators-The operators and equipment shall be under the control of the officer in charge in respect of the work for which the equipment has been hired and the operator must carry out all instructions given by such officer.

If, however, the operator is of the opinion that any such instruction may jeopardize his own safety or the safety of the machine or that such instruction requires work beyond the design working capacity of the machine, he may ignore such instruction.

In such an event the officer in charge shall document all particulars in writing. Notwithstanding such occurrences, the operator shall exercise control over his machine under all circumstances

6.5 The Municipality will not be responsible for losses due to theft of this hired equipment on site or camp

6.6 Inspection of Equipment-The USER DEPARTMENT reserves the right to terminate the hire of equipment with poor mechanical conditions. The USER DEPARTMENT will use Original Equipment Manufacturers' specification as a norm. **The Mechanical Personnel of USER DEPARTMENT will inspect equipment at any time**, therefore their equipment must be made available when the Mechanical Personnel ask the Contractor to do so.

If the equipment is in a poor mechanical / faulty condition it will be treated as a break down and must be repaired within 48 Hours. If not, this specific equipment will be sent back with the result that it will not be hired in future until it is repaired and inspected / approved by Mechanical Personnel

6.7 The bidder shall, before submitting his/her bid, acquaint himself/herself fully with the area and the conditions under which the equipment, which will be hired, will be required to perform and with all matters and circumstances that could possibly influence his/her tender or have a bearing on the contract, and the tenderer shall accept full responsibility for the sufficiency and the correctness of his/her tender. No later claims submitted by the contractor resulting from his/her lack of knowledge of local conditions shall be considered

7. The Occupational Health & Safety Act-The Contractor will be responsible to ensure that his/her Operators and machines that are contracted to the Department adhere to the requirements of the Occupational Health & Safety Act, Act No 85 of 1983.

The Contractor's staff employed in services covered by the contract must be covered by insurance in terms of the provisions of the

WORKMEN'S COMPENSATION ACT, No. 30 of 1941, as

AMENDED, and the Contractor hereby indemnifies the Municipality against any claim or claims that may be brought against the Municipality as a result of the death or injuries of any of the Contractor's staff

8. Breach

8.1.1 In the event of either party being in breach of any of the terms of this Contract and failing to remedy such breach within a period of seven (7) days after receipt of a written notice requiring such breach to be remedied, the party aggrieved thereby shall be entitled, without prejudice to any other rights which it may have in terms of this Agreement or law, to: