

## **Tender SC 704 / 2009**

### **SUPPLY OF EARTH MOVING EQUIPMENT: GANSBAAI LANDFILL SITE**

**INTRODUCTION: OVERSTRAND MUNICIPALITY is in the process of investigating alternative management methods for the GANSBAAI LANDFILL SITE. This process may take up to six months to complete.**

#### **1.1 Scope of Works**

The existing landfill site at Gansbaai requires equipment as listed below for the daily placement and compaction of incoming waste to be covered with a 150mm layer of sand. The daily cover material can be sourced on site. All hours worked must be recorded and submitted to the Municipality at the end of each week. It will be expected from the successful tenderer to provide his own operators.

1 x Front end Loader (1-2 hours at the end of each working day)  
1 x Dumper Truck (10m<sup>3</sup>) (1 hour per 5 day working week)  
1 x D6H Dozer (3-4 hours per working day)

Overstrand municipality reserves the right to deviate from the hours mentioned above when necessary.

#### **1.2 Security of Vehicles after Hours**

No security will be provided after hours. The contractor must provide his/her own security arrangement.

#### **1.3 Breakdowns, repairs and Maintenance**

All equipment must be kept in good working order and if a breakdown or stoppage occurs with one vehicle, then all other vehicles must stop working until the breakdown is repaired or the contractor is otherwise instructed by the supervising engineer.

#### **1.4 Pricing Schedule**

Contractors are to provide all inclusive hourly rates for the supply of individual equipment (inclusive VAT) as indicated in Table 1 below.

**Table 1: Rates for Earth Moving Equipment (VAT INCLUSIVE)**

No	Equipment	Hourly Rate
1	Front end loader	
1	Tipper Truck (10m <sup>3</sup> )	
1	D6H Dozer	

## **1.5 Availability and Penalties**

The successful tenderer must be able to have all equipment available within 24 hours after instruction by the Municipality and all breakdowns must be repaired or equipment replaced within 24 hours. Failure to comply with these requirements will result in a R1000 penalty fine for every day that the service cannot be delivered.

## **1.6 Health and safety**

The Occupational Health and Safety Act, 1993 (Act 85 of 1993) stipulates that the Chief Executive Officer is primarily responsible or liable for the health and safety of all his/her employees. This is embedded in Section 16(1) of the said Act. This responsibility or liability is also extended to include a mandatory that performs work on behalf of the employer on his/her premises.

A “mandatory” is defined in the said Act as: - “Including an agent, contractor or subcontractor for work, but without derogating from his status in his own right as an employer or user”

In terms of Section 37(2), read with Section 41, of the said Act, it is legally possible for an employer to indemnify himself from this responsibility or liability regarding the actions of the mandatory. Section 37(2) stipulates that there should be a written agreement in place between the employer and the mandatory regarding the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of the Occupational Health and Safety Act, 1993.

In order to ensure that this written agreement is honored at all times, regular inspections of work that is performed will be conducted and if found not complying with the said agreement, a notice of non-compliance will be issued. All work will be stopped and reasons for non-compliance must be given and what corrective action will be taken to rectify the situation must be stipulated.