



NKANGALA DISTRICT MUNICIPALITY



PROJECT NO: 7014/16

APPOINTMENT OF A SERVICE PROVIDER FOR THE ROUTINE HORTICULTURAL AND GARDENING MAINTENANCE SERVICES FOR NDM BUILDINGS (RE-ADVERT)

SCOPE OF WORK

SCOPE OF WORK AND SPECIAL CONDITIONS OF CONTRACT

SECTION A: SCOPE OF WORK: SERVICES

The following services must be rendered on the working site.

- 1 Maintenance of lawn areas (pavement)
 - All loose objects (for example stones, wires etc.) which can give rise to damages, must be removed before the area is mowed.
 - Care must be taken that no trees, shrubs, fences, poles, walls, paving, traffic signs, monuments, private and public property etcetera are damaged during the cutting and mowing period. Any damage to public or private property caused by the contractor will be the responsibility of the contractor and must be handled appropriately.
 - No edges are to be cut using a spade or similar tools.
 - All cuttings and litter must be moved to the central waste bin area as determined by the Maintenance Manager
 - Fences must be kept free of weeds and invader plants at all times.
- 2 Maintenance of parking areas, paths and paved areas:
 - Parking area, paths and paved areas must be swept / blown daily.
 - All removed and swept material as well as all litter must be removed to the central waste bin area as determined by the Maintenance Manager.

3 Maintenance of Lawn Areas :

The mowing of grass

- The grass must be mowed with a lawnmower to a constant height of 30mm.
- The lawnmowers must be fitted with grass boxes.
- The grass must be mowed evenly without any ridges or scarring marks.
- The contractor will be held responsible for any damage to lawn areas due to uneven cutting and must be repaired if requested by the Maintenance Manager

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- All leftover grass clippings as well as all litter must be raked together and removed to the central waste bin area as determined by the Maintenance Manager.
- The edges of the lawn areas as well as the areas around obstacles must be cut with a mechanical edge cutter (nylon line type) to a constant height of 50mm.
- Care must be taken that no trees, shrubs, fences, poles, walls, paving, traffic signs, monuments, private and public property etcetera are damaged during the cutting and mowing period. Any damage to public or private property caused by the contractor will be the responsibility of the contractor and must be handled appropriately.
- Grass under and between fences must be mowed on both sides of the fence and must be kept free of weeds and invader plants.

Weeding of lawn areas

- Weeds on lawn areas must be controlled by means of hand weeding on a constant basis.
- All root growth must be removed when weeding is done.
- All removed material and litter must be removed to the central waste bin area as determined by the Maintenance Manager

Irrigation of lawn areas

- Under no circumstances may water be wasted.
- All lawn areas must be watered to receive 25mm of water. This must be done weekly in the summer months (up to end of May) and monthly in the winter months (up to end of August) and / or as otherwise specified by the Maintenance Manager.
- The existing irrigation systems or irrigation equipment must be used. The contractor must sign for this equipment and will be responsible for the safe-keeping of, as well as protection against intentional damage or loss of this equipment. The contractor will be expected to immediately repair or replace damaged or lost items.
- Where no irrigation equipment is available, the contractor will be responsible to supply and use his own equipment.
- At the termination of this contract, the contractor will be expected to hand over all the equipment in the same condition it was received.
- The Maintenance Manager must be allowed to inspect this equipment at any time.

Application of fertilizer

- All lawn areas must be fertilized **five** times per year as stated in the schedule.
- All fertilizer will be supplied by contractor.
- The first application of fertilizer will take place during September with four further applications 6 (six) weeks apart. The last application will be during March.
- The application rate will be as follows : First application (September) of 3:2:1 (28) SR at a rate of 45 g/m², second application (October) of 2:3:2 at a rate of 45 g/m² and the remaining applications (December, January and March) of LAN at a rate of 20 g/m².
- After all applications, all fertilized areas must be watered thoroughly to avoid possible burning.
- The contractor will be held responsible for any damage to fertilized areas due to carelessness.

Filling of soil

- Where damage to lawn areas or soil erosion has taken place, the soil surface must be leveled or filled with loose soil.
- Soil will be provided by contractor.

4 Maintenance of areas with flowerbeds and perennials

Pruning

- General pruning must be done throughout the year.
- All dead and excessive plant material, especially dead flowers and leaves of plants and perennials, must be removed judiciously.

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- All removed material and litter must be moved to the central waste bin area as determined by the Maintenance Manager

Irrigation of areas with flowerbeds and perennials

- Under no circumstances may water be wasted.
- All areas with flowerbeds and perennials must be watered to receive 25mm of water. This must be done weekly in the summer months (up to end of May) and monthly in the winter months (up to end of August) and/ or as otherwise requested by the Maintenance Manager.
- The existing irrigation systems or irrigation equipment must be used. The contractor will be responsible for the safe-keeping of all equipment as well as protection against intentional damage or lost of this equipment. The contractor will be expected to immediately repair or replace damaged or lost items.
- Where no irrigation equipment is available, the contractor will be responsible to supply and use its own equipment.
- On termination of this contract, the contractor will be expected to hand over all the equipment in the same condition it was received.
- The Maintenance Manager must be allowed to inspect this equipment at any time.
- Seedlings must be watered daily or as determined by the Maintenance Manager

Applications of fertilizers

- All areas with flowerbeds and perennials must be fertilized two times per year as stated in schedule.
- All fertilizer to be supplied by contractor.
- Application of fertilizer will take place during January and October.
- All beds must be fertilized using 3:1:5 at a rate of 60 g/m².
- After all applications, all fertilized areas must be watered thoroughly to avoid possible burning.
- The contractor will be held responsible for any damage to fertilized areas due to carelessness / negligence.

5 Maintenance of newly planted trees

Weeding & cultivation

- Trees must be kept free of weeds and grass at all times.
- It is the responsibility of the contractor to ensure that the tree is supported at all times. Supports will be supplied by the contractor.
- Care must be taken to avoid damage to the trees. Under no circumstances may a mechanical edge cutter be used around the base of a tree. Any tree damaged in this manner due to negligence will be replaced by the contractor at his expense.
- All removed weeds and grass must be moved daily to the central waste bin area as determined by the Maintenance Manager.

Irrigation

- All trees must be watered once per week up to the end of May where after it must be watered once per month up to the end of August and / or as requested by the Maintenance Manager.
- Where no irrigation equipment is available, the contractor will be responsible to supply hoses to water the trees.

Application of fertilizers

- All trees must be fertilized. Type 2:3:2 (22) Zn is to be applied at a rate of 100g per tree during the months of August, October and January.
- The LAN is to be applied at a rate of 50g per tree during August, October and January.
- Fertilizer will be supplied by the contractor.
- After all applications, all fertilized areas must be watered thoroughly to avoid possible burning.
- The contractor will be held responsible for any damage to fertilized areas due to carelessness / negligence.

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6 Cleaning of water features

- All water features must be kept clean at all times
- The contractor will be responsible for any damage to water features due to carelessness / negligence.
- The contractor will supply all cleaning materials.

7 Litter and Leaf litter removal

- The contractor is responsible for the daily collection of litter and rubbish on the site.
- All litter must be removed to a central waste bin area.
- All leaves, seeds etc. of the trees and shrubs on the planted lawns, footpaths and paved areas must be collected on a weekly basis.
- All collected garden refuse is to be removed from garden areas at the end of each day to the central waste bin area as determined by the Maintenance Manager

8 Central waste bin area

- The central waste bin area will be determined by the Maintenance Manager.
- The central waste bin area must be kept clean and tidy at all times.
- The contractor is responsible to inform the Maintenance Manager when the waste bins need to be emptied.

9 Cleaning of the Roof and Gutters

- The entire roof, gutters and downpipes shall be regularly broomed and rubbish/droppings channelled and or collected to the central refuse bin to avoid clogging.

10 Provisional Schedule in Respect of the Horticultural Maintenance and Routine Gardening of the Office Building Nkangala District Municipality.

1	DESCRIPTION	SCHEDULE
1.1	The maintenance of veld grass areas	weekly
1.2	Mowing of lawn areas, weeds, edging and reeds to a constant height of 100mm	9 cuts per year
1.3	Trimming of areas where veld grass, weeds into kerbs, fencing etcetera	weekly
1.4	Removal of cuttings and litter to the central waste bin area.	weekly
		Sub-total
2	DESCRIPTION	SCHEDULE
2.1	Removal of declared weeds, invader plants and other weeds	weekly
2.2	Removal of removed plant material and litter to the central waste bin area	Constant
		Sub-total
3	DESCRIPTION	SCHEDULE
3.1	Maintenance of Parking Area and paths	Daily
3.2	Removal of all dead plant material.	Daily
3.3	Sweeping of parking area & paths	Daily
3.4	Removal of removed and swept material as well as all litter to the central waste bin area	Daily
		Sub-total

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4	DESCRIPTION	SCHEDULE
4.1	Maintenance of lawn areas	weekly
4.2	Mowing of lawn to a constant height of 25mm	32 Cuts per year
4.3	Cutting of lawn to a constant height of 25mm around edges and obstacles	32 Cuts per year
4.4	Removal of grass clippings to the central waste bin area.	
		Sub-total
5	WEEDING OF LAWN AREAS	
5.1	Hand weeding of lawn areas	32 times
5.2	Removal of collected plant material and litter to the central waste bin area	Daily
		Sub-total
6	IRRIGATION OF LAWN AREAS	
		Once per week (up to end of May) and / or as required by the Maintenance Manager
6.1	Watering of lawn @ 25mm	
		Sub-total
7	APPLICATION OF FERTILIZER	Once per month (up to end of August) and / or as required by the Maintenance Manager
7.1	Apply : 3:2:1 (28) SR @ 45g/m ²	Once per year
7.2	Apply : 2:3:2 @ 45g/m ²	Once per year
7.3	Apply : LAN @ 45g/m ²	3 Times per year
7.4	Watering after fertilizer has been applied	After application of fertilizer
		Sub-total
8	SOIL FILLING WHERE DAMAGE TO LAWN OR SOIL EROSION OCCURRED	
8.1	Repair damaged lawn	When required by the Maintenance Manager
		Sub-total
9	DESCRIPTION	SCHEDULE
9.1	Maintenance of areas with flower beds and perennials	When required by the Maintenance Manager
		Sub-total
10	PRUNING	
10.1	Pruning of areas with flowerbeds and perennials etc	As required
10.2	Removal of dead plant material from plants	As ordered by the Maintenance Manager
10.3	Removal of pruned or removed plant material to the central waste bin area	
		Sub-total
11	WEEDING AND CULTIVATION	

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11.1	Removal of weeds and grass from areas with flower beds and perennials	Weekly and / or as instructed by the Maintenance Manager
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11.2	Cultivate areas with flower beds and perennials to a depth of 50mm	Weekly and / or as instructed by the Maintenance Manager
11.3	Maintenance of beds according to specification	Included in above
11.4	Removal of weeds and grass to the central waste bin area	Included in above
		Sub-total
12	IRRIGATION	
12.1	Irrigation of areas with flower beds and perennials @ 25mm	See : IRRIGATION OF LAWN AREAS
12.2	Irrigation of areas with seedlings	Daily and /or as specified by the Maintenance Manager
		Sub-total
13	APPLICATION OF FERTILIZER	
13.1	Apply : 3:1:5 @ 60 g/m2	2 Times per year
13.2	Watering after fertilizer has been applied	After application of fertilizer
		Sub-total
14	DESCRIPTION	SCHEDULE
14.1	Maintenance of trees	Weekly and / or as instructed by the Maintenance Manager
14.2	WEEDING AND CULTIVATION	
14.3	Removal of weeds	Weekly
14.4	Removal of removed weeds and grass to the central waste bin area	Weekly
		Sub-total
15	IRRIGATION	
15.1	Watering of trees	Weekly and / or as instructed by the Maintenance Manager
		Sub-total
16	APPLICATION OF FERTILIZER	
16.1	Apply : 2:3:2 (22)Zn @ 100g	3 Times per year
16.2	LAN @ 50g	3Times per year
16.3	Watering after fertilizer has been applied	After the application of fertilizer
		Sub-total
17	DESCRIPTION	SCHEDULE
17.1	Cleaning of Water Feature	Monthly
		Sub-total
	DESCRIPTION	SCHEDULE
18.	Litter, leaf litter and rubbish collection	
18.1	Collection of litter and rubbish throughout the whole site	Daily
18.2	Raking of leaves, seeds and other dead plant material	Weekly
18.3	Removal of plant material to the central waste bin area	Daily

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		Sub-total
20	DESCRIPTION	SCHEDULE
20.	Central waste bin area	
20.1	Cleaning of central waste bin area	4 X Annually
20.2	Cleaning of the Roof and Gutters	3 X Monthly
20.3	Cleaning of water features	2 X Monthly
		Sub-total

SECTION B

SPECIAL CONDITIONS OF CONTRACT

1 IMPLEMENTS AND EQUIPMENT

It is expected of the Contractor to supply all implements and equipments such as hand tools, implements, machinery, vehicles, tractors etc. prescribed for execution of the work.

The machinery and implements of the appointed contractor will be inspected.

Additional work done – as and when required

- All loose objects (including papers, plastic bags, bottles, stones, wires, etc) which can give rise to damages and further littering must be removed and placed into bags before the grass on the site is cut.
- All grass cuttings or other cut plant material must be neatly raked together on the day of cutting and removed from the site on the same day.
- All the grass cutting and other plant material must be taken daily to an approved central waste bin area – no heaps may be left on any site overnight. The contractor will be responsible for the paying of any fees at the dumping site.
- All the grass clippings must be swept from the parking areas and footpaths and other hard surfaces every day after the grass has been cut.
- Care must be taken that the cutting blades of all equipment utilized are always need to be sharp and safe to use.
- Cutting blades must be of the prescribed type and standard for the specific type of mower, safety standards for the specific type of mower must be adhered to at all times. It must be suitable according to turf grass mowing industry standards to deliver the desired finish applicable for all grass types.
- The contractor is not allowed to refill or spill petrol, diesel or oil on any grass surface on the site. If any spillage or damage on the site occurs, the Contractor will repair the damage to the full satisfaction of the Maintenance Manager.
- Cutting must not be undertaken during exceptionally wet circumstances.

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- Care must be taken that the stems of trees are not damaged by mechanical brush cutters or any other equipment.
- The areas to be cut on the site will be regarded as all the grass within the boundary fence.
- The site must always be kept free of declared weeds and invader plants and removal thereof must take place simultaneously with every cut on a site.

2. **STAFF, VEHICLES AND MACHINERY**

Minimum compulsory staff and type of machinery required as per Park and Horticultural standards and practices.	Working Hours	Quantity
Project Manager	3 hours / day	1
Lawnmower Operators	8 hours / day	2
Workers with appropriate garden tools	8 hours / day	5
Minimum compulsory type of machinery required as per Park and Horticultural standards and practices.	Working Hours	Quantity
Handheld Blower	When required	1
750mm Rotary mowers	8 hours / day	2
Edge Cutter	8 hours	2

Minimum compulsory vehicles required	Working hours	Quantity
LDV / Lorry / Vehicle with trailer (As per AA tariff)	Full Time	1
Minimum compulsory uniform required		
Identifying Company Uniform with logos	As per worker	
Safety Shoes	As per worker	
Working Gloves	As per worker	
Safety Glasses	As per mower	
Employee Compensation		
Minimum Wage	According to Law	
Unemployment Insurance Fund	According to Law	
Workman's Compensation	According to Law	

NB: If preferred, the Contractor is allowed to make use of a combination of 750mm and 300mm rotary mowers as specified.
This combination must however meet the minimum amount of machinery required to cut the site and must be calculated according to the cutting standards for the specific type of mower indicated.

The contractor must comply with the above; otherwise the tender will not be accepted.

3. **MINIMUM REQUIRED INDUSTRY CUTTING STANDARDS FOR ROTARY MOWERS**

750mm Rotary Mower – 1100 m² / hour
300mm Rotary Mower – 450m² / hour

4. **COMPLIANCE TO LAWS AND REGULATIONS:**

All applicable laws and regulations must be adhered to, by the contractor.

4.1 **WRITTEN INSTRUCTIONS AND FEEDBACK**

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All instructions to be given to the contractor in writing by the Maintenance Manager and no other instructions will be considered. The contractor will be required to attend a monthly progress meeting with the Maintenance Manager.

4.2 OCCUPATION HEALTH AND SAFETY / HEALTH AND SAFETY SPECIFICATION

The Occupational Health and Safety Act, and the Health and Safety Specification as per Council, to be adhered to at all times.

4.2.1 REPORTING:

The Tenderer must appoint a designated person in terms of the Occupational Health and Safety Act 85 of 1993 (the Act). The designated person must report to the Council's Occupational Health and Safety Officer of the Council prior to commencing work on the premises of the Council.

4.2.2 WARRANTY OF COMPLIANCE

The Tenderer acknowledges that this Schedule "G" constitutes an agreement in terms of Section 37(2) of the Act for the purpose of compliance with the Act.

In terms of this agreement the Tenderer warrants that he agrees to the arrangements and procedures as prescribed by the Council and as provided for in terms of section 37(2) of the Act for the purpose of compliance with the Act.

The Tenderer further warrants that he and/or his employees undertake to maintain such compliance with the Act. Without derogating from the generality of the above, nor from the provisions of the said agreement, the Tenderer shall ensure that the clause as hereunder described are at all times adhered to by himself and his employees.

The Tenderer acknowledges that this agreement constitutes an agreement in terms of Section 37(2) of the Act, whereby all responsibility for health and safety matters relating to the work that the Tenderer and his employees are to perform on the premises shall be the obligation of the Tenderer.

The Tenderer hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct or activities of his employees while they are on the Council's premises.

4.3 TENDERER AN EMPLOYER

The Tenderer shall be deemed to be an Employer in his own right on the Council's premises. In terms of Section 16(1) of the Act, the Tenderer shall accordingly ensure that the requirements of the Act are complied with by himself and/or his nominated person.

4.4 APPOINTMENT AND TRAINING

The Tenderer shall appoint competent persons as per Section 16(2) of the Act. Any such appointed person shall be trained on any occupational health and safety and the Act provisions pertinent to the work that is to be performed under his responsibility. Copies of any appointments made by the Tenderer shall immediately be provided to the Council.

The Tenderer shall ensure that all his employees are trained on the health and safety aspects relating to the work and that they understand the hazard associated with such work being carried out on the premises. Without derogating from the abovementioned, the Tenderer shall, in particular, ensure that all his users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.

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Notwithstanding the provisions of the above, the Tenderer shall ensure that he, his appointed responsible person and his employees are at all times familiar with the provisions of the Act and that they comply with the provisions of the Act.

The Tenderer shall further ensure that health and safety induction training is presented to all his/her employees prior to the commencement of any work and that proof thereof must be submitted to the Council.

4.5 SUPERVISION, DISCIPLINE AND REPORTING

The Tenderer shall ensure that all work performed on the Council's premises is done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his employees regarding non-compliance by such employee with any health and safety matters.

The Tenderer shall further ensure that these employees report to him all unsafe or unhealthy work situations immediately after they become aware of the same and that he in turn immediately reports these to the Council and/or his representatives.

4.6 ACCESS TO THE ACT

The Tenderer shall ensure that he has an updated copy of the Act on site at all times and that his appointed responsible persons and employees have access to it.

4.7 CO-OPERATION

The Tenderer and/or his responsible persons and employees shall provide full co-operation and information if and when the Council or his representative require as such. It is hereby recorded that the Council or its representative shall at all times be entitled to make such inquiry.

Without derogating from the generality of the above, the Tenderer and his responsible persons shall make available to the Council or its representative, or request, all and any checklists and inspection registers required to be kept by him in respect of any of his materials, machinery or equipment.

4.8 WORK PROCEDURES

The Tenderer shall be entitled to utilise the procedures, guidelines and other documentation as used by the Council for the purposes of ensuring a healthy and safe working environment. The Tenderer shall then ensure that his responsible persons and employees are familiar with and utilise the documents.

The Tenderer shall implement safe work practices as prescribed by the Council and shall ensure that his responsible persons and employees are made conversant with and adhere to such safe work practices.

The Tenderer shall ensure that work for which a permit is required by the Council is not performed by his employees prior to the obtaining of such a permit.

4.9 HEALTH AND SAFETY MEETINGS

If required in terms of the Act, the Tenderer shall establish his own health and safety committee(s) and ensure that his employees, being the committee members, hold health and safety meetings as

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often as may be required and at least once every 3 (three) months. The Council may elect to permit the Tenderer's health and safety representatives to attend the Council's health and safety committee meetings.

4.10 COMPENSATION REGISTRATION

The Tenderer shall ensure that he has a valid registration with the Compensation Commissioner, as required in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993. The Tenderer shall further ensure that the cover shall remain in force while any such employee is present on the Council's premises.

4.11 INCIDENT REPORTING AND INVESTIGATION

All incidents referred to in section 24 of the Act shall be reported by the Tenderer to the Department of Labour and to the Council. The Council shall further be provided with copies of any written documentation relating to any incident.

The Council retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of Section 32 of the Act into such incident.

4.12 SUB-CONTRACTORS

Should approval be granted to the Tenderer to utilise sub-contractors, it is hereby recorded that all terms and provisions contained in this Schedule shall be equally binding upon such sub-contractor prior to the sub-contractor commencing with any work on the Council's premises. Without derogating from the generality of this clause:

The Tenderer shall ensure that training as discussed under appointment and training, is provided prior to the sub-contractor commencing with any work on the Council's premises.

The Tenderer shall ensure that work performed by the sub-contractor is done under the supervision of a competent person who understands all hazards associated with the work to be performed.

The Tenderer shall inform the Council of any health or safety hazard and/or issue that the sub-contractor may bring to his attention.

The Tenderer shall inform the Council of any difficulty encountered regarding compliance by the sub-contractor with any health and safety instruction, procedure and/or legal provision applicable to the work the sub-contractor perform on the Council's premises.

4.13 SECURITY AND ACCESS

The tenderer and his employees shall enter and leave the Council's premises through the checkpoints designated by the Council. The Tenderer shall ensure that his employees observe the security rules of the Council at all times and shall not permit any person who is not directly associated with the work the sub-contractor performs on the Council's premises.

The Tenderer and his employees shall not enter any area of the Council's premises not directly associated with the work.

The Tenderer and his employees shall ensure that all materials, machinery or equipment brought onto the Council's premises are recorded at the designated checkpoint. Failure to do so may result in refusal by the Council to allow the materials, machinery or equipment to be removed from the Council's premises.

4.14 FIRE PRECUTIONS AND FACILITIES

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The Tenderer shall ensure that an adequate supply of fire-protection and first-aid facilities are provided for the work to be performed on the Council's premises. The Council and the Tenderer may mutually make arrangements for the provision of such facilities.

The Tenderer shall further ensure that all his employees are familiar with the fire precautions at the Council's premises, which include fire-alarm signals and emergency exits and that such precautions are adhered to.

4.15 **HYGIENE AND CLEANLINESS**

The Tenderer shall ensure that the work site and surrounding area is at all times maintained to a reasonably practicable level of hygiene and cleanliness. In this regard, no loose materials shall be left lying about unnecessarily and the work site shall be cleared of waste material regularly and on completion of the work.

4.16 **NO NUISANCE**

The Tenderer shall ensure that neither he nor his employees undertake any activity that may cause environmental impairment or constitute any form of nuisance to the Council and/or his surroundings. The Tenderer shall ensure that no hindrance, hazard, annoyance or inconvenience is inflicted on the Council, another Tenderer or any tenants. Where such situations are unavoidable, the Tenderer shall be given prior notice to the Council.

4.17 **INTOXICATION NOT ALLOWED**

No intoxication substance of any form shall be allowed on site. Any person suspected of being intoxicated shall not be allowed on the site. Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

4.18 **PERSONAL PROTECTIVE EQUIPMENT(PPE)**

The Tenderer shall ensure that his responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2(1) of the Act. The Tenderer shall further ensure that his responsible persons and employee wear the PPE issued to them at all material times.

4.19 **PLANT, MACHINERY AND EQUIPMENT**

The Tenderer shall ensure that all the plant, machinery, equipment and/or vehicles he may wish to utilise on the Council's premises is/are at all times of sound order and fit for the purpose for which it/they is/are intended, and that it/they complies/comply with the requirements of Section 10 of the Act.

In terms of the provisions of Section 10(4) of the Act, the Tenderer hereby assumes liability for taking the necessary steps to ensure that any article or substance it erects or install at the Council's premises, or manufactures, supplies or sell to or for the Council, complies with all the prescribed requirements and that same will be safe and without risk to health and safety when properly used.

5 **NO USAGE OF COUNCIL'S EQUIPMENT**

The tenderer hereby acknowledges that his employees shall not be permitted to use any materials, machinery or equipment of the Council unless the prior written consent of the Council has been obtained, in which case the Tenderer shall ensure that only those persons authorised to make use

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of same, have access thereto.

6 **TRANSPORT**

The Tenderer shall ensure that all mobile equipment used on the Council's premises are in a roadworthy condition, licensed and insured. The Tenderer shall ensure that all drivers shall have valid driving licenses and that no vehicle shall carry passengers unless it is specifically designed for such purpose. All drivers shall adhere to the speed limits and road signs on the Council's premises at all times.

7 **CLARIFICATION OF PROVISIONS**

In the event that the Tenderer requires clarification of any provisions or terms of this Schedule, the Tenderer must contact the Manager responsible for the project.

8 **DURATION**

This Schedule shall remain in force for the duration of the services to be rendered by the Tenderer and/or while any employee of the Tenderer and/or approved sub-contractor is on the Council's premises.

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