



PROJECT NO: 52425 A PANEL OF SERVICE PROVIDERS FOR
THE SUPPLY AND DELIVERY OF DIESEL AND PETROL FOR DR
JS MOROKA AND THEMBISILE FIRE STATIONS AS AND WHEN
REQUIRED FOR THE PERIOD OF 36 MONTHS

NKANGALA DISTRICT MUNICIPALITY



**A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF DIESEL
AND PETROL FOR DR JS MOROKA AND THEMBISILE HANI FIRE STATIONS AS AND
WHEN REQUIRED FOR THE PERIOD OF 36 MONTHS**

SCOPE OF WORK

Part C3: Scope of Work

C3 Scope of Work



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SCOPE OF WORK AND SPECIAL CONDITIONS OF CONTRACT

SECTION A: SCOPE OF WORK: SERVICES

SUPPLY AND DELIVERERY OF DIESEL AND PETROL

4. COMPLIANCE TO LAWS AND REGULATIONS:

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

4.1 WRITTEN INSTRUCTIONS AND FEEDBACK

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.

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 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

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 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.