

DRAIN CLEANING/GRASS CUTTING/ROAD SWEEPING SERVICES WITHIN
THE LOCAL AUTHORITY AREA
(PLACE/ZONE/LOCATION)

A G R E E M E N T

This **AGREEMENT** is made this day of ,

BETWEEN

(N), a body corporate established under the Local Authorities Ordinance, 1996 and having its office at (Address), Sarawak, Malaysia (hereinafter referred to as ("MPP") of the one part

AND

(Name of Contractor), (Address of Contractor) (hereinafter referred to as "the Contractor") of the other part.

WHEREAS MPP is desirous of contracting out its ground maintenance services as set out in *Appendix A, *Appendix B and *Appendix C, (** delete whichever is not applicable*) (hereinafter referred to as "the said Services") in the zones (hereinafter referred to as "the Contracted Area") and to the quality standard as specified therein.

WHEREAS the Contractor is desirous of providing the said Services to the specified quality in the Contracted Area as set out in *Appendix A or *Appendix B or *Appendix C (**delete whichever is not applicable*) hereto and MPP agrees to engage the Contractor to provide the said Services upon the terms and conditions herein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. DEFINITION OF TERMS

"Contract" means the Agreement executed between local authority and the Contractor with the documents forming part thereof.

"Contractor" means the person or persons operating or trading as a firm registered under the Business Name Ordinance or a Company incorporated under the Companies Act 1965 or status referred to as the Contractor in the Agreement

and includes the Contactor's legal personal representatives, successors or permitted assigns.

"Contract sum" means the sum stipulated in the Agreement.

"Drain" means creeks, natural streams, drainage canals and channels that allow water to flow freely and this include scupper drain, inlet sump, concrete sump, inlet sump, manhole, weep hole and rubbish trap which are all constructed in order to ensure efficient flow of water.

"Drain maintenance" means all the drain cleaning and clearing works but exclude the repair and upgrading of drain.

"e-instruction" means all kinds of instruction send through electronic devices, WhatsApp and e-mail services inclusive.

"Frequency" means the number of cycle/sessions which are supposed to be carried out within the schedule of work.

"Month" means Gregorian calendar month.

"Road reserve" means road shoulder, road median or road island.

"Schedule of Work" means a written plan of procedure, for a proposed objective, especially with reference to the sequence of and time allotted for each item or operation necessary to complete the work.

"Secretary" refers to Chief Administrative Officer of the Council.

"Satisfactory Services" means the services to be performed and carried out by the Contractor in accordance with the scope of Contract and in compliance with the Contact Specifications and to the satisfaction of the Council.

"Superintending Officer" means the Council's Secretary or any person duly authorized and appointed in writing by the Council's Secretary to act as Superintending Officer for the purposes of the contract.

"Superintending Officer Representative" means any officer of the Council authorized in writing to act on behalf of the Superintending Officer.

"Working Day" means the number of working days as approved by Superintending Officer and shall exclude Sunday and Public Holiday.

"Year" means twelve calendar months.

2. INTERPRETATION

In this Agreement, except and unless the context otherwise requires:-

- (a) Reference to any legislation or to any provisions of any legislation shall include any statutory modification and re-enactment thereof, any legislative provisions substituted for and all legislations and statutory instruments issued under such legislation or provisions;
- (b) Words denoting the singular number shall include the plural and vice versa;
- (c) Words denoting individuals shall include corporations and vice versa;
- (d) Headings are for convenience only and shall not effect interpretation thereof;
- (e) The Appendices shall be deemed to be integral part of this Agreement;
- (f) References to any party to this Agreement shall include its successors or permitted assigns;
- (g) Words denoting any gender shall include all genders

3. DURATION OF CONTRACT

- 3.1 The Contract is for a period twenty-four (24) months commencing from day of (month), (year) and ends on day of (month), (year).
- 3.2 Subject to the approval of the Minister, this Contract may be extended by giving the Contractor three (3) months advance notice. The total period of any such extension shall not exceed thirty six (36) months.

4. SERVICE LEVEL

4.1 There are three (3) types of service level under this Contract:-

- a) Standard Service - the provision of the said Services on the frequencies as set out in the appendices hereto.
- b) Top-up Service - additional service on top of the Standard Service based on the agreed schedule of rates for Standard Service.
- c) Recovery Service - third party or in-house service which must be provided in order to rectify non-conformance of the service quality standard by the Contractor and the service shall be based on the agreed schedule of rates for Standard Service plus 50% to cover for administrative costs incurred by the Council in order to mobilize the recovery team.

5. WORK SCHEDULE

5.1 Within fourteen (14) days upon the signing of this agreement, the Contractor shall submit the work schedule for the said Services for the approval of the Superintending Officer.

5.2 All works shall be carried out by the Contractor strictly in accordance with the work schedule and Council may from time to time amend the work schedule and the Contractor shall be notified accordingly of the new schedule.

6. PAYMENT

6.1 In consideration of the Contractor providing the said Services, the Council shall pay to the Contractor the fees based on the agreed schedule of rates as attached in the Appendix D hereof.

6.2 Payment under this contract shall be monthly. All fees due to the contractor shall be paid by the Council within fourteen (14) days from the date the claim for payment is certified to be in order by the Superintending Officer. For the purpose of this Clause, the Contractor shall also be required to attach the prescribed on work done when submitting the claim.

7. SURETY DEPOSIT

- 7.1 The Contractor shall within fourteen (14) days upon signing this agreement, provide Surety Deposit in the sum of RINGGIT MALAYSIA:..... (RM.....) and such Surety Deposit can be in the form of a Cash Deposit or Bank Guarantee with a licensed Bank acceptable by the Council.
- 7.2 If the Contractor fails to provide the Surety Deposit, the Council may deduct the amount thereof from any sums payable or due to the Contractor under this Contract.
- 7.3 Surety Deposit in the form of bank guarantee shall be maintained by the Contractor at all times during the currency of the Contract and shall valid from the date of signing of the Contract documents. If at any time, the bank guarantee for whatever reason should expire before this Contract, the Council may deduct an equivalent amount that may be due to the Contractor under this Contract as substituted surety deposit.
- 7.4 The Surety Deposit shall be released and returned to the Contractor only upon satisfactory fulfilment of the contract obligations and only upon full and final settlement of all claims having been made by the Council.
- 7.5 In the event the Contract is terminated by the Council due to poor performance of the Contractor or if the Contractor decides to pre-determine this Contract under Clause, the Surety Deposit shall be forfeited by the Council as administrative costs.

8. CONTRACTOR'S PERSONNEL OR EMPLOYEES

- 8.1 The Contractor shall be deemed to have notice of, and shall comply with all orders, notices or instructions which may be lawfully issued from time to time by the Director of Labour, and the Contractor shall comply with the provisions of the Labour Ordinance (Chapter 76) or any other written law, and amendments or subsidiary legislation made from time to time to or under that Ordinance or other written law.

- 8.2 The Contractor shall, unless otherwise provided in the Contract, make its own arrangements for the engagement of all workmen and labour, local or other, and for their remuneration, housing, welfare and transport. In case foreign workmen or labour are engaged the Contractor shall be responsible to obtain their work permits in compliance with relevant laws and regulations.
- 8.3 The Contractor shall not employ any illegal worker(s) for the purposes of providing the said Services to the Council.
- 8.4 All Contractors' employees must not be less than eighteen (18) years of age, not more than fifty (50) years of age for women and not older than fifty-five (55) for men at the time of signing of this Contract. The certified true copy of the National Registration Identification Card and work permit/visa of the foreign workmen or labour shall be submitted to the Superintending Officer for verification and approval.
- 8.5 The Contractor shall provide sufficient number of workers in order to ensure the said Services are delivered to the specified quality standard and within the agreed work schedule.

9. SAFETY AT WORK SITE AND PERSONAL PROTECTIVE EQUIPMENT (PPE)

- 9.1 The contractor shall be required to put the approved traffic cone(s) at least 50m before approaching the work site. Except with the written approval of the Superintending Officer, works shall only be carried out between 8.00 a.m. to 5.00 p.m., Monday to Saturday and only under special circumstances, works may be carried out on Sundays and Public Holidays. For religious premises, all works must stop during praying time.
- 9.2 It is mandatory for workmen to wear Council's approved proper uniform when working on site. The Contractor's name shall be printed in bold at both sides of these **bright coloured 'T' shirts**.
- 9.3 The Contractor shall provide their workmen with personal safety equipment such as safety helmet, transparent goggles, safety boots, apron hand gloves and others as required by the Superintending Officer for the safe execution of the works under this Contract. The use of face

mask is strictly prohibited.

- 9.4 Contractors shall provide sufficient number of temporary traffic, warning signs and lamps in accordance to JKR Arahan Teknik (Jalan) 2C/85: Manual on Traffic Control Devices Temporary Signs and Work Zones Control.

10. OPEN BURNING AND THE USE OF WEED KILLER

Under no circumstances shall the Contractor be permitted to engage in open burning. Weed killer may be used but in limited circumstances and only with the approval of the Superintending Officer.

11. DUMPING GROUND

Illegal dumping is strictly prohibited. Only recyclable bags are allowed. Collected green wastes or material such as leaves, twigs, branches, cut vegetation, grass, debris, must be disposed of to the dumping ground approved by the council or at any other site as directed by the Superintending Officer.

12. SUCCESSORS BOUND

This Agreement shall be binding upon the Contractor, its liquidators, managers, receiver, successors in title, permitted assigns and notwithstanding any change in its name, style, constitution or composition.

13. TERMINATION

The Council may terminate this agreement upon any of the following grounds:-

- (i) When in any one (1) year during the currency of this agreement, the Contractor accumulates 3 major non-compliance of the prescribed quality standard from any of the said Services as outlined in the appendixes hereof. For the purpose of this clause:-
 - (a) three (3) minor non-compliance is equivalent to one (1) major non-compliance; and

- (b) non-compliance means failure by the Contractor to rectify the quality standard of service within the given time frame that is, within twenty four (24) hours for major non-compliance and within seventy two (72) hours for minor non-compliance from the time the contractor receives the e-instruction.
- (ii) The Contractor has committed any act of bankruptcy or insolvency as defined in Section 218 of the Companies Act, 1965 or any law relating to bankruptcy or insolvency in Malaysia, or has allowed any of its assets or properties to be attached by any of its creditors or pursuant to any Order of Court or where a receiver or manager has been appointed by the Company or a petition for its winding up has been presented to any Court of competent jurisdiction.
- (iii) The Contractor commits or attempts to commit any act of corruption in contravention with the Malaysian Anti-Corruption Commission Act 2009.
- (iv) The Contractor breaches Clause 9 or 18 of this Agreement.

14. SHOW-CAUSE NOTICE

Prior to termination, the Council shall be required to serve show-cause notice to the Contractor giving the Contractor fourteen (14) days to provide the Council with a written justification(s) on why this contract should not be terminated.

15. MUTUAL TERMINATION

15.1 Notwithstanding Clause 12 above, either party may without assigning any reason therefor, terminate this agreement by giving three (3) months notice.

15.2 In the event the Council or the Contractor is satisfied that a force majeure event has occurred and such event renders performance by either party of any term or condition hereof, impossible or impractical, then under such circumstances this agreement may be terminated by either party.

16. FORCE MAJUERE

For the purpose of this agreement, force majeure shall include but not limited to acts of God, strikes, lockouts, riots, civil commotion, war, loss or damage by fire, flood, tempest or other circumstances of whatsoever nature beyond the control of either parties hereto.

17. VARIATIONS

The Contractor shall not alter any of the Work(s) except as directed in writing by the Superintending Officer. The Superintending Officer may order the Contractor to alter, amend, omit, add to or otherwise vary of any of the Work(s) and no such variations shall be taken into account in ascertaining the amount of the Contract Price. The amount (if any) to be added to or deducted from the Contract Price shall be determined in accordance with the rates specified in the Contract so far as the same may be applicable. If the Contract does not contain any rates applicable, the reasonable rates shall be agreed with the Superintending Officer.

18. INDEPENDENT CONTRACTOR

The position of the Contractor shall be that of an independent contractor. The Contractor shall not be construed to be an employee, servant or agent of Council throughout the currency of this Agreement.

19. INDEMNITIES

19.1 The Contractor shall fully indemnify Council against any claim, loss damage that may be suffered or incurred by Council in consequence of any act, omission, neglect or default committed by or attributable to the Contractor or any of its servants or agents.

19.2 The contractor shall fully indemnify Council against any claim, suit, action or demand made against Council, by any member of the public for any damage or injury caused to him or his property, in consequence of or

attributable to any act, omission, neglect or default by the Contractor, its servants or agents.

20. INSURANCE

20.1 The Contractor shall take out, at its own cost and expense and through Council insurance consultant, Transnational Insurance Brokers (M) Sdn. Bhd. All the necessary insurance policies to insure itself and Council against all the risks as recommended by the said insurance consultant and these shall include insurance on Workmen Compensation.

20.2 The sum to be insured under public liability policy shall be agreed upon by Council but shall not be less than **RINGGIT MALAYSIA TWO HUNDRED THOUSAND ONLY** (RM200,000.00) per claim. Council shall be named as the insured party in such policy.

21. FLUCTUATION IN PRICES

This Agreement shall not be subject to price adjustment either upwards or downwards due to movements in the cost of materials or labour or any other matters affecting the cost of providing the said services.

22. ASSIGNMENT AND SUB-LETTING

The Contractor shall not assign or sub-let, either wholly or in part of its obligations under this Agreement without the prior written consent of the Council.

23. ARBITRATION

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with provisions of the Arbitration Act, 2005 (Act 646) or any statutory modification or re-enactment thereof for the time being in force.

24. NOTICES

24.1 Any notice or service of legal process required to be served hereunder shall be sufficiently served on the Contractor if addressed to the contractor and left at or forwarded by prepaid registered post to the address herein before given or such other address as notified in writing by the contractor. Any notice sent by post shall be deemed to be delivered and received two (2) days after it is posted and if delivered by hand, on the day it was delivered.

24.2 The Contractor shall notify the Council in the event of any change in its address.

25. TIME

Time whenever mentioned in this Agreement shall be of the essence of this Contract.

26. COSTS

26.1 Each of the parties hereto shall bear and pay its own legal costs of the preparation and execution of this Agreement.

26.2 The Contractor shall bear and pay the costs of stamping this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seal the day and year above written.

The **CORPORATE SEAL OF**]
Padawan Municipal Council]
was hereunto affixed in the presence of :]
] **(Name)**
] **Chairman**
]
] **(Name)**
] **Secretary**
]

Name :

Address :

.....

Designation :

Signed by **(Name & I.C)**]
For and on behalf **(Company)**]
("the Contractor") in the presence of:]
]]
]

Name :

Address :

.....

Designation :

CONTRACTED SERVICES

APPENDIX A

NAME OF COUNCIL :

A. CONCRETE DRAIN CLEANING SERVICES

The scope and quality standard of drain cleaning services are set out in Appendix A hereto.

PART I

Scope of works

- A.1 Scooping, shoving, extracting and excavating silt, vegetation, floating wastes and filth from all council's drain.
- A.2 Flushing or water jetting all commercial/shop houses drain to ensure the free flow of water in the drain and reducing the foul smell cause by the stagnant water.
- A.3 Clear and unblock all roadside inlet, concrete sump, scupper drains and weephole at council drains.

PART II

Quality standard of drain cleaning services

ZONE	FREQUENCY	NON-COMPLIANCE	GRAVITY OF NON-COMPLIANCE
	A. QUALITY OF WORK		
*To be filled by council	*To be filled by council	(i) The drain was not cleared from the silts, soils, sands, stones, gravel, rubbish, weeds, grass, undergrowth, creepers and etc. at the bottom, wall or surrounding of the drain; or	Major
	*To be filled by Council	(ii) Concrete sump / manhole / rubbish trap was not cleared from rubbish, silts, soils, sands, oil and other disposals; or	Major
	*To be filled by Council	(iii) Works not carried out within the specified working hours; or	Major
	*To be filled by Council	(iv) Stagnant water on road due to blockage of inlet sump / scupper drain; or	Major

	*To be filled by Council	(v) Contractor or his Supervisor or his workmen are not present on site; number of personnel workmen on site less than number as required on specifications; or	Minor
	*To be filled by Council	(vi) Work done on site not following schedule of work.	Major
	B. ENVIRONMENTAL, SAFETY AND HEALTH		
*To be filled by Council	*To be filled by Council	(i) Extracted materials are not placed in container or receptacles; and / or not removed from site within the same day; or	Major
		(ii) Workmen not wearing personnel protective equipment (PPE) approved by Superintending Officer i.e. Proper uniform with coverall, safety boots, apron hand gloves and safety helmet. during commencement of work on site; or	Major
		(iii) The Contractors fail to display warning signages as stated in JKR Arahan Teknik (Jalan) 2C/85: Manual on Traffic Control Devices Temporary Signs and Work Zones Control.; or	Major
		(iv) The contractor does not provide first aid kit; or	Minor
		(v) Does not use appropriate tools and equipment for drain cleaning works.	Major
		TOTAL MAJOR	
		TOTAL MINOR	

CONTRACTED SERVICES

APPENDIX B

B. EARTH DRAIN CLEANING SERVICES

The scope and quality standard of earth drain cleaning services are set out in Appendix B hereto.

PART I

Scope of works

- B.1 Scooping, shoving, extracting and excavating silt, vegetation, floating wastes and filth from all council's earth drain.
- B.2 Drain clearance method other than using backhoe (JCB) shall include removing manually all floating plants, wild grass and weeds found within the drain by racking or pulled out by hand where applicable.
- B.2 Clear and unblock all blockages due to accumulation or collection of refuse at council earth drains.

PART II

Quality standard of drain cleaning services

ZONE	FREQUENCY	NON-COMPLIANCE	GRAVITY OF NON-COMPLIANCE
*To be filled by council	A. QUALITY OF WORK		
	*To be filled by council	(i) Earth drain was not cleared from the silts, sands, stones, gravel, rubbish, weeds, grass, vegetation overgrowth, creepers and etc. at the bottom, wall, along the edges of the earth drain should be trimmed; or	Major
	*To be filled by Council	(ii) Works not carried out within the specified working hours; or	Major
	*To be filled by Council	(iii) Contractor or his Supervisor or his workmen are not present on site; number of personnel workmen on site less than number as required on specifications; or	Minor
	*To be filled by	(iv) Work done on site not following schedule of work.	Major

	Council		
*To be filled by Council	B. ENVIRONMENTAL, SAFETY AND HEALTH		
	*To be filled by Council	(i) Extracted materials are not placed in container or receptacles; and / or not removed from site within the same day except for excavated materials should be only left in bulks at one location on site for not more than three (3) days; or	Major
		(ii) Workmen not wearing personnel protective equipment (PPE) approved by Superintending Officer i.e. Proper uniform with coverall, safety boots, apron hand gloves and safety helmet. during commencement of work on site; or	Major
		(iii) The Contractors fail to display warning signages as stated in JKR Arahan Teknik (Jalan) 2C/85: Manual on Traffic Control Devices Temporary Signs and Work Zones Control.; or	Major
		(iv) The contractor does not provide first aid kit; or	Minor
		(v) Does not use appropriate tools and equipment for earth drain cleaning works.	Major
		TOTAL MAJOR	
		TOTAL MINOR	

CONTRACTED SERVICES

APPENDIX C

NAME OF COUNCIL :

C. GRASS CUTTING SERVICES

The scope and quality standard of grass cutting services are set out in Appendix C hereto.

PART I

Scope of works

- C.1 Cutting, sweeping, collecting and clearing the grass at the road verges, on road shoulder, road medians, road islands, open spaces, roundabout and all the grass around footpaths, jogging tracks, cycle tracks, planting beds, road kerbs, road edges, posts pillars, walls, gates, fencings, concrete drains walls, earth walls, cable stays, plants, trees and the surrounding areas.
- C.2 Removing and disposing all the grass inclusive of rubbish, debris and surplus materials from site within the same day to approved dumping ground by the council or any other sites as approved by Superintending Officer.
- C.3 Cutting, trimming, collecting, clearing and removing all the wild tree branches or fallen tree branches, exposed roots, creepers, climbers and any unwanted planting or scrub to avoid nuisance and obstructing the Grass Cutting activities on site within the same day.

PART II

Quality standard of drain cleaning and clearing services

ZONE	FREQUENCY	NON-COMPLIANCE	GRAVITY OF NON COMPLIANCE
	A. QUALITY OF WORK		
*To be filled by council	*To be filled by council	(i) Grass are not evenly cut or/and cut to the required standard: grass around structures, road kerb or road edge, cable stays, posts trees (and inside tree guards) etc are not cut and cleared (or grass creepers); or	Major
	*To be filled by Council	(ii) Works for every session did not commence on the first day of the cycle or not carried out continuously/according to	Major

		the schedule of the work programme; or	
	*To be filled by Council	(iv) Tree branches roots, creepers, climbers, are not cut/cleared; fallen tree branches on the ground are not removed from site within the same day; cut-off grasses not swept and cleared from site within the same day; or	Major
	*To be filled by Council	(v) Contractor or his supervisor or his workmen are not present on site; number of personnel workmen on site less than minimum number as required on specifications; or	Major
	*To be filled by Council	(vi) Works not carried out within the specified period of time:- 8.00 am to 5.00 pm or religious premises, works not to be carried out during the praying times.	Minor
B. ENVIRONMENTAL, SAFETY AND HEALTH			
*To be filled by Council	*To be filled by Council	(i) Failure to remove debris, cut vegetation, twigs and other waste with exception of industrial and domestic refuse within the same day; or	Major
		(ii) Damaged to trees/sapling stems, roots of plants or any other parts of the plants; or	Major
		(iii) Workmen not wearing personnel protective equipment (PPE) approved by Superintending Officer i.e. Proper uniform with coverall, safety boots, transparent goggles, apron hand gloves and safety helmet. during commencement of work on site; or	Minor
		(iv) The Contractors fail to display warning signages as stated in JKR Arahan Teknik (Jalan) 2C/85: Manual on Traffic Control Devices Temporary Signs and Work Zones Control.; or	Major
		(v) The contractor does not provide first aid kit; or	Minor

		(vi) Use of tools and equipment for Grass Cutting works not approved by Superintending Officer i.e. metal blade brush cutter etc.	Major
		TOTAL MAJOR	
		TOTAL MINOR	

CONTRACTED SERVICES

APPENDIX D

NAME OF COUNCIL :

D. ROAD SWEEPING AND CLEANING SERVICES

The scope and quality standard of Road Sweeping and Cleaning Services are set out in Appendix D hereto.

PART I

Scope of works

- D.1 Providing the necessary tools or equipment necessary to do the sweeping and cleaning services.
- D.2 Provide water jetting / flushing to clean or remove dirt, dust or spillage.
- D.3 Sweeping, removing, collecting all waste, refuse, fallen leaves, flowers, palm tree leaves, tree branches, dead animal carcasses or other objects road surfaces, road kerbs, roadsides, spoon drain, bus stops, parking lots, bridges, grass on road verges, footpaths, road mediums, traffic island, roundabouts, interlocking tiles, five foot ways, flowers pot, flower beds, open areas on the adjacent sides of the drains along the protocol roads.
- D.4 All public litter bins located with the zone should be emptied daily, maintain clean and in serviceable condition at all times.
- D.5 Weeding works along road kerbs including clearing of accumulated debris and silt.
- D.6 Street sweeping /litter picking within housing estate/areas shall be carried out by the grass cutting contractor at the working hours fixed by MPP.

PART II

Quality standard of drain cleaning and clearing services

ZONE	FREQUENCY	NON-COMPLIANCE	GRAVITY OF NON COMPLIANCE
	A. QUALITY OF WORK		
*To be filled by council	*To be filled by council	(i) Not sweeping, removing, collecting all waste/refuse/spillage including gravel, sand, earth, ready mixed cement in loose condition, fallen leaves/flowers/palm tree leaves, tree branches, any refuse inside	Major

		garbage bags and any other objects from road surfaces of contracted areas within specific and reasonable time; or	
	*To be filled by council	(ii) Not sweeping the road kerbs, roadsides, spoon drain, bus stops, parking lots, bridges, grass on road verges, footpaths, road mediums, traffic island, roundabouts, interlocking tiles, five foot ways, flowers pot, flower beds, open areas on the adjacent sides of the drains along the protocol roads; or	Major
	*To be filled by council	(iii) Not regularly remove refuse, sand, gravel, earth and any other objects over shop-houses drain, road curbs, traffic islands, roundabouts, discharge outlet to road drain-off, bridges, interlocking tiles, footpaths, five foot way ways, flower pots/beds and road culvert in the contract areas; or	Major
	*To be filled by council	(iv) Failure to ensure all hanging and standing public litter bins within the contract areas are in proper order and placed in upright position; or	Major
	*To be filled by council	(v) Failure to empty and remove all refuse daily from all the standing litter bins and hanging bins placed either at roadside or bus stops and to report any damaged/missing litter bins to council; or	Major
	*To be filled by council	(vi) Failure to clean and clear creepers/undergrowth at any bulk bin centres in contract areas; or	Minor
	*To be filled by council	(vii) Work not carried out in accordance with the specified area and time.	Major
B. ENVIRONMENTAL, SAFETY AND HEALTH			
*To be filled by Council	*To be filled by Council	(i) Failure to use of tools and equipment as approved by Superintending officer i.e. Broom, dust pan, bio-degradable plastic bag etc; or	Major

		(ii) Workmen not wearing personnel protective equipment (PPE) approved by Superintending Officer i.e. Proper uniform with Coverall, safety boots, apron hand gloves and safety helmet. during commencement of work on site; or	Minor
		(iii) Spray or usage of excessive weedicide along road verges, road medium; or	Major
		(iv) The Contractors fail to display warning signages as stated in JKR Arahan Teknik (Jalan) 2C/85: Manual on Traffic Control Devices Temporary Signs and Work Zones Control.	Minor
		TOTAL MAJOR	
		TOTAL MINOR	

CONTRACTED SERVICES

APPENDIX E

NAME OF COUNCIL :

E. SCHEDULE OF RATES

The schedule of rates for Drain Cleaning, Grass Cutting and Road Sweeping works are set out in Appendix E hereto.

PART I

i. Schedule of Rates for Drain Cleaning works

ITEM	DESCRIPTION	UNIT	RATES (RM)
1. Total Clearing of Concrete Drains			
a.	Drain width 600 mm and below	Per metre run	3.40
b.	Drain width above 600 to 1,200 mm	Per metre run	5.80
c.	Drain width above 1,200 mm	Per metre run	7.80
2. Total Clearing of Earth Drains			
a.	Drain width 600 mm width and below	Per metre run	9.00
b.	Drain width above 600 to 1,200 mm	Per metre run	13.00
c.	Drain width above 1,200 mm	Per metre run	19.10
3. Total Clearing of Culvert and Covered Drains			
a.	Drain width 600 mm width and below	Per metre run	11.60
b.	Drain width above 600 to 1,200 mm	Per metre run	17.10
c.	Drain width above 1,200 mm	Per metre run	22.90

ii. Schedule of Rates for Drain Flushing works

ITEM	DESCRIPTION	UNIT	RATES (RM)
1. Flushing works of Concrete Drains			
a.	Drain width 600 mm and below	Per metre run	9.00
b.	Drain width above 600 to 1,200 mm	Per metre run	11.00
c.	Drain width above 1,200 mm	Per metre run	15.10
2. Flushing works of Culvert and Covered Drains			
a.	Drain width 600 mm width and below	Per metre run	11.00
b.	Drain width above 600 to 1,200 mm	Per metre run	15.50
c.	Drain width above 1,200 mm	Per metre run	19.80

iii. Schedule of Rates Using Water Jetting Equipment

ITEM	DESCRIPTION	UNIT	RATES (RM)
1. Water Jetting works of Concrete Drains			
a.	Drain width 600 mm and below	Per metre run	8.40
b.	Drain width above 600 to 1,200 mm	Per metre run	11.80
c.	Drain width above 1,200 mm	Per metre run	15.80
2. Water Jetting works of Culvert and Covered Drains			
a.	Drain width 600 mm width and below	Per metre run	12.00
b.	Drain width above 600 to 1,200 mm	Per metre run	18.90
c.	Drain width above 1,200 mm	Per metre run	28.60

PART II

i. Schedule of Rates for Grass Cutting works

ITEM	DESCRIPTION	UNIT	RATES (RM)
1	Grass cutting	Per metre run	0.60
2	Grass cutting	Per metre square (area)	1.00

PART III

i. Schedule of Rates for Road Sweeping works

ITEM	DESCRIPTION	UNIT	RATES (RM)
1	Road Sweeping & Cleaning	Per metre square (area)	0.25