



## OVERSTRAND MUNICIPALITY

TENDER NO. SC 981/2010

### LIFESAVING SERVICES – OVERSTRAND AREAS

A: BLUE FLAG BEACHES      B: OTHER BEACHES      C: SWIMMING POOLS

Name of Tenderer : \_\_\_\_\_  
Address : \_\_\_\_\_  
\_\_\_\_\_   
Contact person : \_\_\_\_\_  
Tel. no. : \_\_\_\_\_  
Fax no. : \_\_\_\_\_

( Pricing schedule on page 2 )

Issued by: Dion van Vuuren

Overstrand Municipality  
Directorate: Community Services  
P.O. Box 20  
HERMANUS  
7200

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**TENDER FOR LIFESAVING SERVICES  
OVERSTRAND AREAS**

**PRICING SCHEDULE**

**A: BLUE FLAG BEACHES**

**B: OTHER BEACHES**

**C: SWIMMING POOLS**

**LIFESAVERS**

|   |  | Year 1: 2010/11 | Year 2: 2011/12 | Year 3: 2012/13 |
|---|--|-----------------|-----------------|-----------------|
| <b>A: Blue Flag Beaches:</b>                    | <b>* Grotto</b> Tariff per shift (day)       | R               | R               | R               |
|   | <b>* Hawston</b> Tariff per shift (day)      | R               | R               | R               |
|   | <b>* Kleinmond</b> Tariff per shift (day)    | R               | R               | R               |
| <b>B: Other Beaches</b>                         | <b>Gansbaai area</b> Tariff per shift (day)  | R               | R               | R               |
|   | <b>Hermanus area</b> Tariff per shift (day)  | R               | R               | R               |
|   | <b>Kleinmond area</b> Tariff per shift (day) | R               | R               | R               |
| <b>C: Swimming Pools</b>                        | <b>Hermanus</b> Tariff per shift (day)       | R               | R               | R               |
|   | <b>Hawston</b> Tariff per shift (day)        | R               | R               | R               |
| <b>Lifesavers – additional hours (per hour)</b> |  | R               | R               | R               |

All tariffs to include VAT.

**MANAGERS FEE – Manager must have level 5 first aid certificate**

|  |  | Year 1: 2010/11 | Year 2: 2011/12 | Year 3: 2012/13 |
|--|--|-----------------|-----------------|-----------------|
| <b>A: Blue Flag Beaches:</b>   | <b>* Grotto</b> Tariff per shift (day)       | R               | R               | R               |
|  | <b>* Hawston</b> Tariff per shift (day)      | R               | R               | R               |
|  | <b>* Kleinmond</b> Tariff per shift (day)    | R               | R               | R               |
| <b>B: Other Beaches</b>  | <b>Gansbaai area</b> Tariff per shift (day)  | R               | R               | R               |
|  | <b>Hermanus area</b> Tariff per shift (day)  | R               | R               | R               |
|  | <b>Kleinmond area</b> Tariff per shift (day) | R               | R               | R               |
| <b>C: Swimming Pools</b>   | <b>Hermanus</b> Tariff per shift (day)       | R               | R               | R               |
|  | <b>Hawston</b> Tariff per shift (day)        | R               | R               | R               |
| <b>Managers fee – additional hours (per hour)</b>  |  | R               | R               | R               |
| <b>Gross fee for Manager, if awarded section A, B &amp; C</b><br>(applicable to, and includes all time frames and areas) |  | R               | R               | R               |

All tariffs to include VAT.

**EQUIPMENT FEE**

|  |  | Year 1: 2010/11 | Year 2: 2011/12 | Year 3: 2012/13 |
|--|--|-----------------|-----------------|-----------------|
| <b>A: Blue Flag Beaches:</b>   | <b>* Grotto</b> Tariff per shift (day)       | R               |                 |                 |
|  | <b>* Hawston</b> Tariff per shift (day)      | R               |                 |                 |
|  | <b>* Kleinmond</b> Tariff per shift (day)    | R               |                 |                 |
| <b>B: Other Beaches</b>  | <b>Gansbaai area</b> Tariff per shift (day)  | R               |                 |                 |
|  | <b>Hermanus area</b> Tariff per shift (day)  | R               |                 |                 |
|  | <b>Kleinmond area</b> Tariff per shift (day) | R               |                 |                 |
| <b>C: Swimming Pools</b>   | <b>Hermanus</b> Tariff per shift (day)       | R               |                 |                 |
|  | <b>Hawston</b> Tariff per shift (day)        | R               |                 |                 |
| <b>Gross fee for Equipment, if awarded section A, B &amp; C</b><br>(applicable to, and includes all time frames and areas) |  | R               |                 |                 |

All tariffs to include VAT.

- If Blue Flag status is awarded for beaches.

\_\_\_\_\_  
Signature of tenderer

\_\_\_\_\_  
Print name of tenderer

\_\_\_\_\_  
Designation

\_\_\_\_\_  
Date

# **A1: BLUE FLAG BEACHES – HERMANUS AREA GROTTO & HAWSTON**

(If Blue Flag status is not awarded to Grotto and/or Hawston beaches, the contract will be awarded under B2: Other Beaches)

## **SPECIFICATION FOR LIFESAVING PERSONNEL AT BLUE FLAG BEACHES:**

### **Training/qualification:**

- (a) All lifesavers must be in possession of a current valid and appropriate lifeguard qualification (national or international), acceptable to Blue Flag standards. Lifesaving SA's certificate is acceptable.
- (b) At least one lifesaver at each site must be in possession of a current valid skipper's qualification for a minimum of one sea mile and a level 3 first aid certificate.

### **Equipment to be supplied:**

- (c) All lifesavers must supply own uniforms and accommodation. First aid kits and torpedo buoys and all necessary beach lifesaving equipment to be supplied by Contractor.
- (d) A rescue craft and fuel will be supplied by the Overstrand Municipality.

### **Lifesavers**

- (e) That all registered lifesavers report for duty timeously as per specified timeframes.
- (f) That lifesavers be fit for duty during specified timeframes.
- (g) That all equipment, boat and facilities be maintained at a constant state of readiness.

### **Manager**

- (h) That the manager be fit for duty during specified timeframes.
- (i) That the manager is responsible to keep records of all incidents and to report such to the Area/ Operational Manager weekly.
- (j) That the manager co-ordinate and control all shifts and other functions.

### **General**

- (k) Services from successful service provider may be required for a period up to a maximum of 36 months.
- (l) The contracting of tender for Blue flag beach(es) is subject to the allocation of Blue Flag status per Blue Flag season to individual swimming beaches in the Overstrand. Service providers may be required per duration of not more than 3 consecutive Blue Flag seasons (within mentioned period of 36 months).
- (m) 30 November 2010 until 31 March 2011, shift timeframe is from 09:00 until 18:00. Hours may be extended during peak times for swimming beaches (extended hours remunerated as per hourly rate tendered).
- (n) An additional two lifesavers required at each site for the peak period from 10<sup>th</sup> December 2010 to 9<sup>th</sup> January 2011.
- (o) A minimum of two lifesavers required at each site at **all** times for the duration of the contract.
- (p) The successful tenderer will be required to sign an indemnity form, indemnifying the municipality against any claims that might arise as a result of occupational health injuries sustained by personnel while on duty.

**DURATION OF CONTRACT**

**Timeframe for Year 1: 2010/11 – Year 2 and Year 3 dates will be confirmed before 1 July of each year.**

| <b>BEACH</b>         | <b>30 NOV 10<br/>–<br/>9 DEC 10<br/>(10 days)</b> | <b>10 DEC 10<br/>–<br/>9 JAN 11<br/>(31 days)</b> | <b>10 JAN 11<br/>–<br/>31 Jan 11<br/>(22 days)</b> | <b>1 FEB 11<br/>–<br/>28 FEB 11<br/>(28 days)</b> | <b>1 MAR 11<br/>–<br/>31 MAR 11<br/>(31 days)</b> | <b>TOTAL<br/>GUARD<br/>DAYS</b> |
|----------------------|---|---|--|---|---|---------------------------------|
| <b>GROTTO BEACH</b>  | <b>20</b>   | <b>124</b>  | <b>44</b>  | <b>56</b>   | <b>62</b>   | <b>306</b>                      |
|                      | <b>(2 guards)</b>                                 | <b>(4 guards)</b>                                 | <b>(2 guards)</b>                                  | <b>(2 guards)</b>                                 | <b>(2 guards)</b>                                 |                                 |
| <b>HAWSTON BEACH</b> | <b>20</b>   | <b>124</b>  | <b>44</b>  | <b>56</b>   | <b>62</b>   | <b>306</b>                      |
|                      | <b>(2 guards)</b>                                 | <b>(4 guards)</b>                                 | <b>(2 guards)</b>                                  | <b>(2 guards)</b>                                 | <b>(2 guards)</b>                                 |                                 |
|                      |   |   |  |   |   | <b>612</b>                      |

**FORM OF TENDER**

The employer has solicited offers to enter into a contract for the procurement of:

**LIFESAVING AT BLUE FLAG BEACHES**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of tender, the tenderer offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning of the prices tendered in the above schedule.

Signature(s) .....

Name(s) .....

Capacity .....

For the tenderer:

.....

.....

.....

(name and address of organization)

Name and signature of witness .....

Date .....

## **A2: BLUE FLAG BEACHES KLEINMOND**

(If Blue Flag status is not awarded to Kleinmond beach, this contract will be awarded under B2: Other Beaches)

### **SPECIFICATION FOR LIFESAVING PERSONNEL AT BLUE FLAG BEACHES:**

#### **Training/qualification:**

- (a) All lifesavers must be in possession of a current valid and appropriate lifeguard qualification (national or international), acceptable to Blue Flag standards. Lifesaving SA's certificate is acceptable.
- (b) At least one lifesaver at each site must be in possession of a current valid skipper's qualification for a minimum of one sea mile and a level 3 first aid certificate.

#### **Equipment to be supplied:**

- (c) All lifesavers must supply own uniforms and accommodation. First aid kits and torpedo buoys and all necessary beach lifesaving equipment to be supplied by Contractor.
- (d) A rescue craft and fuel will be supplied by the Overstrand Municipality.

#### **Lifesavers**

- (e) That all registered lifesavers report for duty timeously as per specified timeframes.
- (f) That lifesavers be fit for duty during specified timeframes.
- (g) That all equipment, boat and facilities be maintained at a constant state of readiness.

#### **Manager**

- (h) That the manager be fit for duty during specified timeframes.
- (i) That the manager is responsible to keep records of all incidents and to report such to the Area/ Operational Manager weekly.
- (j) That the manager co-ordinate and control all shifts and other functions.

#### **General**

- (k) Services from successful service provider may be required for a period up to a maximum of 36 months.
- (l) The contracting of tender for blue flag beach(es) is subject to the allocation of Blue Flag status per Blue Flag season to individual swimming beaches in the Overstrand. Service providers may be required per duration of not more than 3 consecutive Blue Flag seasons (within mentioned period of 36 months).
- (m) 30 November 2010 until 31 March 2011, shift timeframe is from 09:00 until 18:00. Hours may be extended during peak times for swimming beaches (extended hours remunerated as per hourly rate tendered).
- (n) An additional two lifesavers required at each site for the peak period from 10<sup>th</sup> December 2010 to 9<sup>th</sup> January 2011.
- (o) A minimum of two lifesavers required at each site at **all** times for the duration of the contract.
- (p) The successful tenderer will be required to sign an indemnity form, indemnifying the municipality against any claims that might arise as a result of occupational health injuries sustained by personnel while on duty.

**DURATION OF CONTRACT**

Timeframe for Year 1: 2010/11 – Year 2 and Year 3 dates will be confirmed before 1 July of each year.

| BEACH            | 30 NOV 10<br>-<br>9 DEC 10<br>(10days) | 10 DEC 10<br>-<br>9 JAN 11<br>(31 days) | 10 JAN 11<br>-<br>31 Jan 11<br>(22 days) | 1 FEB 11<br>-<br>28 FEB 11<br>(28 days) | 1 MAR 11<br>-<br>31 MAR 11<br>(31 days) | TOTAL<br>GUARD<br>DAYS |
|------------------|--|---|--|---|---|------------------------|
|                  |  |   |  |   |   |                        |
| <b>KLEINMOND</b> | <b>20</b>                              | <b>248</b>                              | <b>44</b>                                | <b>56</b>                               | <b>62</b>                               | <b>430</b>             |
| Senior – level 3 | (2guards)                              | (4 guards)                              | (2 guards)                               | (2 guards)                              | (2 guards)                              |                        |
| Junior           | -                                      | (4 guards)                              | -  | -                                       | -                                       |                        |

**FORM OF TENDER**

The employer has solicited offers to enter into a contract for the procurement of:

**LIFESAVING AT BLUE FLAG BEACHES**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of tender, the tenderer offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning of the prices tendered in the above schedule.

Signature(s) .....

Name(s) .....

Capacity .....

For the tenderer:

.....

.....

.....

(name and address of organization)

Name and signature of witness .....

Date .....

# **B1: OTHER BEACHES : HERMANUS VOËLKLIP, KAMMABAAI, GROTTO EAST & ONRUS BEACH**

## **SPECIFICATION FOR LIFESAVING PERSONNEL AT BEACHES:**

### **Training/qualification:**

- (a) All lifesavers must be in possession of a current valid lifeguard certificate.
- (b) At least one lifesaver at each site must be in possession of a current valid level 3 first aid certificate.

### **Equipment to be supplied:**

- (c) All lifesavers must supply own uniforms and accommodation.
- (d) First aid kits and torpedo buoys and all necessary beach lifesaving equipment to be supplied by Contractor.

### **Lifesavers**

- (e) That all registered lifesavers report for duty timeously as per specified timeframes.
- (f) That lifesavers be fit for duty during specified timeframes.
- (g) That all equipment, boat and facilities be maintained at a constant state of readiness.

### **Manager**

- (h) That the manager be fit for duty during specified timeframes.
- (i) That the manager is responsible to keep records of all incidents and to report such to the Area / Operational Manager weekly.
- (j) That the manager co-ordinate and control all shifts and other functions.

### **General**

- (k) Services from successful service provider may be required for a period up to a maximum of 36 months
- (l) Services providers may be required per duration of not more than 3 consecutive seasons (within mentioned period of 36 months).
- (m) 1 December 2010 until 31 January 2011, shift timeframe is from 09:00 until 18:00. Hours may be extended during peak times for swimming beaches (extended hours remunerated as per hourly rate tendered).
- (n) A minimum of two lifesavers required at each site at **all** times for the duration of the contract.
- (o) The successful tenderer will be required to sign an indemnity form, indemnifying the municipality against any claims that might arise as a result of occupational health injuries sustained by personnel while on duty.

**DURATION OF CONTRACT**

Timeframe for Year 1: 2010/11 – Year 2 and Year 3 dates will be confirmed before 1 July of each year.

| BEACH          | 01 DEC 2010 –<br>12 DEC 2010<br>(12 DAYS) | 13 DEC 2010–<br>09 JAN 2011<br>(28 DAYS) | 10 JAN 2011 –<br>31 JAN 2011<br>(22 DAYS) | TOTAL<br>GUARD<br>DAYS |
|----------------|---|--|---|------------------------|
| VOËLKLIP BEACH | 24  | 84                                       | 44  | 152                    |
|                | (2 guards)                                | (3 guards)                               | (2 guards)                                |                        |
| KAMMABAAI      | 24  | 84                                       | 44  | 152                    |
|                | (2 guards)                                | (3 guards)                               | (2 guards)                                |                        |
| ONRUS BEACH    | 24  | 84                                       | 44  | 152                    |
|                | (2 guards)                                | (3 guards)                               | (2 guards)                                |                        |
| GROTTO EAST    | 24  | 56                                       | 44  | 124                    |
|                | (2 guards)                                | (2 guards)                               | (2 guards)                                |                        |
|                |   |  |   | 580                    |

**B1 : HERMANUS**

**FORM OF TENDER**

The employer has solicited offers to enter into a contract for the procurement of:

**LIFESAVING AT BEACHES IN OVERSTRAND**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of tender, the tenderer offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning of the prices tendered in the above schedule.

Signature(s) .....

Name(s) .....

Capacity .....

For the tenderer:

.....

.....

.....

(name and address of organization)

Name and signature of witness .....

Date .....

**B2: OTHER BEACHES**  
**KLEINMOND, BETTYS BAY & PRINGLE BAY**  
**SPECIFICATION FOR LIFESAVING PERSONNEL**  
**AT BEACHES:**

**Training/qualification:**

- (a) All lifesavers must be in possession of a current valid lifeguard certificate.
- (b) At least one lifesaver at each site must be in possession of a current valid level 3 first aid certificate.

**Equipment to be supplied:**

- (c) All lifesavers must supply own uniforms and accommodation.
- (d) First aid kits and torpedo buoys and all necessary beach lifesaving equipment to be supplied by Contractor.

**Lifesavers**

- (e) That all registered lifesavers report for duty timeously as per specified timeframes.
- (f) That lifesavers be fit for duty during specified timeframes.
- (g) That all equipment, boat and facilities be maintained at a constant state of readiness.

**Manager**

- (h) That the manager be fit for duty during specified timeframes.
- (i) That the manager is responsible to keep records of all incidents and to report such to the Area / Operational Manager weekly.
- (j) That the manager co-ordinate and control all shifts and other functions.

**General**

- (k) Services from successful service provider may be required for a period up to a maximum of 36 months
- (l) Services providers may be required per duration of not more than 3 consecutive seasons (within mentioned period of 36 months).
- (m) 13 December 2010 until 09 January 2011, shift timeframe is from 09:00 until 18:00. Hours may be extended during peak times for swimming beaches (extended hours remunerated as per hourly rate tendered).
- (n) A minimum of two lifesavers required at each site at **all** times for the duration of the contract.
- (o) The successful tenderer will be required to sign an indemnity form, indemnifying the municipality against any claims that might arise as a result of occupational health injuries sustained by personnel while on duty.

**DURATION OF CONTRACT**

Timeframe for Year 1: 2010/11 – Year 2 and Year 3 dates will be confirmed before 1 July of each year.

| BEACH            | 13 DEC 2010– 09 JAN 2011<br>(28 DAYS) | TOTAL GUARD DAYS |
|------------------|---------------------------------------|------------------|
| BETTYS BAY       | 56 (2 guards)                         | 56               |
| SILVERSANDS      | 56 (2 guards)                         | 56               |
| PRINGLEBAAI      | 56 (2 guards)                         | 56               |
| KLEINMOND LAGOON | 112 (4 guards)                        | 112              |
| PALMIET STRAND   | 56 (2 guards)                         | 56               |
|                  |                                       | 336              |

**B 2 : KLEINMOND**

**FORM OF TENDER**

The employer has solicited offers to enter into a contract for the procurement of:

**LIFESAVING AT BEACHES IN OVERSTRAND**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of tender, the tenderer offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning of the prices tendered in the above schedule.

Signature(s) .....

Name(s) .....

Capacity .....

For the tenderer:

.....

.....

.....

(name and address of organization)

Name and signature of witness .....

Date .....

# **B3: OTHER BEACHES : GANSBAAI**

## **PEARLY BEACH & CASTLE BEACH**

### **SPECIFICATION FOR LIFESAVING PERSONNEL AT BEACHES:**

#### **Training/qualification:**

- (a) All lifesavers must be in possession of a current valid lifeguard certificate.
- (b) At least one lifesaver at each site must be in possession of a current valid level 3 first aid certificate.

#### **Equipment to be supplied:**

- (c) All lifesavers must supply own uniforms and accommodation.
- (d) First aid kits and torpedo buoys and all necessary beach lifesaving equipment to be supplied by Contractor.

#### **Lifesavers**

- (e) That all registered lifesavers report for duty timeously as per specified timeframes.
- (f) That lifesavers be fit for duty during specified timeframes.
- (g) That all equipment, boat and facilities be maintained at a constant state of readiness.

#### **Manager**

- (h) That the manager be fit for duty during specified timeframes.
- (i) That the manager is responsible to keep records of all incidents and to report such to the Area / Operational Manager weekly.
- (j) That the manager co-ordinate and control all shifts and other functions.

#### **General**

- (k) Services from successful service provider may be required for a period up to a maximum of 36 months
- (l) Services providers may be required per duration of not more than 3 consecutive seasons (within mentioned period of 36 months).
- (m) 10 December 2010 until 09 January 2011, shift timeframe is from 09:00 until 18:00. Hours may be extended during peak times for swimming beaches (extended hours remunerated as per hourly rate tendered).
- (n) A minimum of two lifesavers required at each site at **all** times for the duration of the contract.
- (o) The successful tenderer will be required to sign an indemnity form, indemnifying the municipality against any claims that might arise as a result of occupational health injuries sustained by personnel while on duty.

**DURATION OF CONTRACT**

**Timeframe for Year 1: 2010/11 – Year 2 and Year 3 dates will be confirmed before 1 July of each year.**

| BEACH        | 10 DEC 2010 – 09 JAN 2011<br>( 31 days) | <b>TOTAL GUARD<br/>DAYS</b> |
|--------------|---|-----------------------------|
| PEARLY BEACH | 62<br>(2 guards)                        | 62                          |
| CASTLE BEACH | 62<br>(2 guards)                        | 62                          |
|              |   | <b>124</b>                  |

**B3 : GANSBAAI**

**FORM OF TENDER**

The employer has solicited offers to enter into a contract for the procurement of:

**LIFESAVING AT BEACHES IN OVERSTRAND**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of tender, the tenderer offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning of the prices tendered in the above schedule.

Signature(s) .....

Name(s) .....

Capacity .....

For the tenderer:

.....

.....

.....

(name and address of organization)

Name and signature of witness .....

Date .....

## **C: SWIMMING POOLS: HERMANUS AREA HAWSTON & HERMANUS**

### **SPECIFICATION FOR LIFESAVING PERSONNEL AT SWIMMING POOLS:**

- (a) Lifesavers must be in possession of a current valid lifeguard certificate.
- (b) Lifesavers must be in possession of a current valid level 3 first aid certificate.
- (c) Lifesavers must supply own uniforms and accommodation.
- (d) First aid kits and torpedo buoys and all necessary life saving equipment to be supplied by contractor.

#### **Lifesavers**

- (e) That all registered lifesavers report for duty timeously as per specified timeframes.
- (f) That lifesavers be fit for duty during specified timeframes.
- (g) That all equipment and facilities be maintained at a constant state of readiness.

#### **Manager**

- (h) That the manager be fit for duty during specified timeframes.
- (i) That the manager is responsible to keep records of all incidents and to report such to the Area / Operational Manager weekly.
- (j) That the manager co-ordinate and control all shifts and other functions.

#### **General**

- (k) Services from successful service provider may be required for a period up to a maximum of 36 months
- (l) Services providers may be required per duration of not more than 3 consecutive seasons (within mentioned period of 36 months).
- (m) 26 November 2010 until 30 April 2011, Hawston Swimming pool and Hermanus Swimming pool, shift timeframe is from 08:00 until 18:00 (to be adjusted to same as swimming pool dates and times if and when necessary)
- (n) The successful tenderer will be required to sign an indemnity form, indemnifying the municipality against any claims that might arise as a result of occupational health injuries sustained by personnel while on duty.

**DURATION OF CONTRACT**

Timeframe for Year 1: 2010/11 – Year 2 and Year 3 dates will be confirmed before 1 July of each year.

| Swimming Pool                          | 26 – 30 Nov.<br>(5 days) | 1- 31 Dec<br>(31 days) | 1 – 31 Jan<br>(31 days) | 1 - 28 Feb.<br>(28 days) | 1 – 31 March<br>(31 days) | 1 - 30 April<br>(30 days) | Total |
|--|--------------------------|------------------------|-------------------------|--------------------------|---------------------------|---------------------------|-------|
| <b>HAWSTON :<br/>Swimming<br/>Pool</b> | 10                       | 93                     | 93                      | 84                       | 62                        | 60                        | 402   |
|  | 2 guards                 | 3 guards               | 3 guards                | 3 guards                 | 2 guards                  | 2 guards                  |       |
| <b>HERMANUS:<br/>Swimming<br/>Pool</b> | 10                       | 93                     | 93                      | 84                       | 62                        | 60                        | 402   |
|  | 2 guards                 | 3 guards               | 3 guards                | 3 guards                 | 2 guards                  | 2 guards                  |       |
|  |                          |                        |                         |                          |                           |                           | 804   |

**FORM OF TENDER**

The employer has solicited offers to enter into a contract for the procurement of:

**LIFESAVING AT HAWSTON & HERMANUS SWIMMING POOL**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of tender, the tenderer offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning of the prices tendered in the above schedule.

Signature(s) .....

Name(s) .....

Capacity .....

For the tenderer:

.....

.....

.....

(name and address of organization)

Name and signature of witness .....

Date .....

**WRITTEN AGREEMENT**

**THIS IS IN TERMS OF SECTION 37(2) OF THE  
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993)**

**BETWEEN:**

.....  
(Employer)

**AND:**

.....  
(Mandatory)

## INTRODUCTION

The Occupational Health and Safety (Act, 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.

By ensuring that there is a written agreement in place, the Management

of .....  
Is acting in a responsible manner, so as to ensure that this requirement is indeed being met.

In order to ensure that this written agreement is honoured 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.

Management: .....

## WRITTEN AGREEMENT

This is a written agreement between the (employment):

Name of EMPLOYER .....

And the (Mandatory):

Name of the MANDATARY .....

In terms Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended.

I ..... Re[resenting the MANDATARY do hereby

Acknowledge that .....(mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act, 1993 (Act 82 of 1993) as amended and agree to ensure that all work that will be performed, any article or substance that will be produced, processed, used, handled, stored or transported and plant and machinery that will be used, will be done in accordance with the provision of the said Act.

I furthermore agree to comply with the Health and Safety requirements and to liaise with the employer should I, for whatever reason, be unable to perform in terms of this Agreement.

Signed on this ..... day of ..... 2010 at .....

Signature .....

On behalf of MANDATARY .....

Signature .....

On behalf of the EMPLOYER .....

**FORM OF INDEMNITY  
TENDER NO. SC 981/2010**

THE MUNICIPAL MANAGER  
OVERSTRAND MUNICIPALITY  
HERMANUS  
SOUTH AFRICA

**INDEMNITY**

Given by ..... (Name of Company)

of .....

.....

(registered address of Company) a company incorporated with limited liability according to the Company Laws of the

Republic of South Africa (hereinafter called the Contractor), represented herein by .....

..... (Name of Representative) in his capacity as

..... (Designation) of the Contractor is

Duly authorised hereto by a resolution dated .....2010

To sign on behalf of the Contractor.

**WHEREAS** the Contractor has entered into a Contract dated .....2010

With the Municipality who require this indemnity from the Contractor for electricity meter reading.

NOW THEREFORE THIS DEED WITNESSETH that the Contractor does hereby indemnify and hold harmless the Municipality in respect of all loss or damage that may be incurred or sustained by the Municipality by reason of or in any way arising out of or caused by operations that may be carried out by the Contractor in connection with the aforementioned contract; and also in respect of all claims that may be made against the Municipality in consequence of such operations, by reason of or in any way arising out of any accidents of damage to life or property or any other cause whatsoever; and also in respect of all legal or other expenses that may be incurred by the Municipality in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

SIGNATURE: .....

**THUS DONE AND SIGNED** for and on behalf of the Contractor.

At ..... on the .....  
day of ..... 2010 in the presence of the subscribing witnesses.

**AS WITNESSES**

1. (Designation) .....
2. (Designation) .....