



TENDER FOR SECURITY SERVICES

TENDER SC 741 / 2009

TENDERER:

ADDRESS:

TELEPHONE NUMBER:

FAX NUMBER:

DATE:

SIGNATURE:

CONTACT PERSON:

MOBILE PHONE NUMBER:

OVERSTRAND MUNICIPALITY
PO Box 20
HERMANUS
7200
Tel: 028 – 3138000
Fax: 028 – 3131894

SPECIFICATION FOR SECURITY SERVICES

PERIOD: 01 NOVEMBER 2009 UNTIL 30 JUNE 2012

Tenders are hereby invited for Security Services for the Overstrand Municipality.

Security Services are required for following timeframes and days:

- Week Days (07:00 – 18:00)
- Week Nights (18:00-7:00)
- Public holidays
- Weekends

• SCOPE OF SECURITY SERVICES TO BE RENDERED

HERMANUS

A.1 FIXED SITES:

1. Hermanus Administration main building, Magnolia Avenue, Hermanus- 1 guard daily
2. Corporate Head office Magnolia Avenue Hermanus, - 1 guard daily
3. Onrus Caravan Park, - 2 guards per day & 2 guards per night
4. Rotary Way, Scenic Route -1 guard daily & Patrol dog
5. Hermanus Waste Water Treatment Works, Schulphoek - 1 guard daily & 1 guard per night
6. Hermanus Vehicle Pound - 1 guard per day & 1 guard per night
7. Zwelihle Transit Camp - 1 guard per day & 1 guard per night
8. Hermanus Swimming Pool – 1 guard per night

A.2 SEASONAL SITES – 1 DECEMBER – 30 APRIL:

1. Grotto Beach Area (including Piet se Bos, parking and ablution facilities) – 2 guards per night
2. Hawston Beach Area (including parking and ablution facilities) – 1 guard per Night
3. Hawston Caravan Park - 1 guard per night
4. Hawston Swimming Pool - 1 guard per night

GANSBAAI FIXED SITES:

1. Gansbaai Caravan Park - 1 guard per day & 1 guard per night
2. Gansbaai Works depot / Stores - 1 guard per day & 1 guard per night
3. Gansbaai Solid Waste Disposal Site - 1 guard per day & 1 guard per night
4. Gansbaai Waste Water Treatment - 1 guard per day & 1 guard per night
5. Franskraal Water Treatment Works - 1 guard per day & 1 guard per night

KLEINMOND SEASONAL SITES:

1. Kleinmond Main Beach - 1 guard per night
2. Kleinmond Caravan Park - 1 guard per day & 1 guard per night
3. Kleinmond Palmiet Caravan Park - 1 guard per day & 1 guard per night

B. FUNCTIONS: SERVICE PROVIDERS:

1. Record inspection results and activities on two hourly basis,
2. Report all emergencies and all possible illegal activities to the designated Managers and Law Enforcement Division immediately,
3. Access / Gate control, also see D2
4. Patrol all facilities and parameters of site,
5. Making recommendations for possible improvement/preventative measures to Overstrand Security Staff
6. Control and supervision shall be done by Tenderer supervisors.
7. The guards are expected to fill in a daily log sheet indicating the following:
 - 7.1. Starting time;
 - 7.2. Time off duty
 - 7.3. Keep up visitors register and be visited by a supervisor of their company -All registers must be available for inspection purposes by designated Managers and Municipal Law Enforcement Officers.

C. PERSONNEL CAPACITY:

Service provider must ensure that all guards per site per shift are on duty.

1. GENERAL CONDITIONS

1.1 Sufficiency and Acceptance Of Tender Documents

The Tenderer by tendering acknowledges that he/she has made himself/herself acquainted with the Tender Document, Conditions of Contract, the Specification and his acceptance of these.

1.2 Completion Of Tender Documents

Tenderers are advised that this document contains the following which shall be completed by the Tenderer:

- (a) Compliance Certificate (**Annexure A**)
- (b) Pricing Schedule (**Annexure B**)
- (c) Form regarding the Occupational Health and Safety Act, No. 85 of 1993 (**Annexure C**);
- (d) Indemnity Form (**Annexure D**), and
- (e) Returnable documents (MBD1; 2; 4; 6.1; 6.9; 6.10; 6.11; 7.2; 8) (**Annexure E**)

The tender will not be regarded as bona fide and completed unless the Schedules are fully priced and all the forms listed have been completed and returned.

The tender document shall be completed in black ink and erasable ink should not be used.

1.3 Alternatives And Qualification To Tender Documents

No unauthorised alteration or addition shall be made to the Form of Tender and Schedule of Rates or to any other portion of the tender documents. Problems in the interpretation of the contract documents and any portion of difficulty of doubt shall be cleared with the relevant official as early as possible during the tendering period.

1.4 Cost Of Tendering

The Employer will not be responsible for or pay for expenses incurred or losses suffered by any Tenderer in the preparation of the tender or in visiting the site in connection therewith.

1.5 Taxes And Duties Payable

Tenderers shall allow in their tender for the payment and recovery of all taxes and other duties. No claims for additional payment in this respect will be considered. Prices and rates quoted shall be exclusive of Value Added Tax (VAT).

1.6 Submission of Tenders

Each Tenderer is required to return the complete set of Tender Documents with all the required information and completed in all respects.

No telegraphic and/or fax tenders will be accepted.

1.7 Tender Opening

At the opening of tenders only the name of the Tenderer will be disclosed.

1.8 Tender Acceptance

The Employer does not bind himself to accept the lowest or any tender, and reserves the right to accept any tender or section of a tender.

1.9 Canvassing and Soliciting

The tender of any person who canvasses or solicits, or accused to be canvassed or solicited, the support of any person employed by or in the service of the Employer in favour of his tender, shall not be considered.

1.10 Currency and Language

All correspondence and documents relating to the tender must be in English or Afrikaans. Prices must be in the currency of the Republic of South Africa.

2. SPECIAL CONDITIONS

2.1 All security personnel should:

1. Wear a recognisable acceptable security uniform + truncheon + pepper spray canister (to be provided by service provider).
2. Wear ID cards;
3. Have two-way radio communication;
4. Be registered with the Security Offices Board;
5. Be cleared for criminal records;
6. Have minimum training (Grade E), and
7. It will be required from the personnel to be conversant in two of the official languages of the Western Cape.

3. GENERAL

- **Annexure “A”** Compliance certificate must be completed and submitted with tender.
- **Annexure “B”** Pricing Schedule must be completed
- **Annexure “C”** Form regarding Health & Safety Act.No.85/1993 must be completed
- **Annexure “D”** Indemnity Form must be completed
- **Annexure “E”** Returnable Documents must be completed

TENDER SPECIFICATIONS

INTRODUCTION

As it is the aim of the Council to afford all Tenderers a fair and equitable opportunity to compete for this tender. A proper evaluation process is therefore of great importance to determine the capacity and ability of the Tenderer. The information required in these Tender Specifications will assist the Tenderer to make a self-assessment and shall be used by the Council to evaluate the Tenderer.

The Council shall carry out physical inspections in order to validate all or some of the information provided in these Tender Specifications. These inspections may be repeated on a number of occasions during the tender period. The Tenderer is required to ensure that a senior member of his/her staff is to be present when these inspections take place.

As this tender will be awarded on the information provided in this Tender Specification, the Tenderer must maintain the status quo for the duration of the tender period i.e. Should any deviation or changes occur in the information provided in this Tender Specification then and in such event, the Tenderer must advise the Council accordingly.

It should be noted that any drastic deviations from the information provided in this Tender Specification during the duration of the tender period i.e. may result in the Council having to review the allocation of Sites and/or Patrols to the Tenderer.

The information provided in this Tender Specification is of critical importance. If, after careful consideration, the Council is of the opinion that the Tenderer does not have the capacity, infrastructure, abilities or managerial/supervising skills to properly manage and maintain the requirements of this tender, such a Tenderer will not be considered, irrespective of the rates quoted in Annexure "A" to the Memorandum of Agreement.

INFORMATION TO BE FURNISHED BY THE TENDERER

EVERY TENDERER MUST COMPLETE SECTION A, SECTION B, SECTION C, SECTION D AND THE RATES SCHEDULE BEING ANNEXURE "A" TO THE MEMORANDUM OF AGREEMENT.

IN THE EVENT OF A TENDERER FAILING TO PROVIDE WHETHER IN WHOLE OR IN PART THE INFORMATION REQUIRED IN SECTION A, SECTION B, SECTION C, SECTION D AND THE RATES SCHEDULE BEING ANNEXURE A TO THE MEMORANDUM OF THE AGREEMENT, THE OVERSTRAND MUNICIPALITY SHALL HAVE THE RIGHT TO DISQUALIFY THE TENDERER.

CONTENTS

- Personal Details of Tenderers
- Declaration of Tenderer
- Instruction to Tenderer
- Background to Tenderer
- Tender Specifications
- Memorandum of Agreement
- Annexure “A” : Compliance Certificate
- Annexure “B” : Pricing Schedule
- Annexure “C” : Occupational Health and Safety
- Annexure “D” Indemnity Form
- Annexure “E” Returnable Documents

PERSONAL DETAILS OF TENDERER/S

Please complete in block letters

Failure to complete this information may invalidate the Tender

1. Name of company _____
Trading as (if applicable) _____
2. State whether your business is a Company/Close Corporation/Partnership/Sole Trader/Joint Venture

3. Registration Number of Company/Close Corporation _____
4. Address
 - 4.1 Street Address of Registered Offices
Street Address (which address the Tenderer chooses as its domicilium citandi et executandi for all purposes of this tender).

 - 4.2. Street Address of Control Room

 - 4.3. Postal Address

_____ Postal Code _____
5. Registration Number of Value-added Tax (VAT) _____

OR

Income Tax Registration Number _____
6. Expiring date of your Clearance Certificate: DAY ____ MONTH ____ YEAR ____
7. Private Security Industry Regulatory Authority (PSIRA) Registration No. _____
8. Security Offices Board (SOB) Registration Certificate No. _____
9. Names and Registration No. of the Training School for Security Officers

10. Names of Directors / Members / Partners

Full Name of Director

Member or Partner	Identity Number of Directors / Member / Partner
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

11. Tenderer/s Representative for the purpose of this Tender is :

12. Telephone Numbers

Business : Code _____

Control Room: Code _____

13. Cellphone Numbers

Business : _____

Private : _____

14. Business Facsimile Number

Code _____

Certified copies of the relevant documentation confirming the information requested in 3; 6 to 10 above must be submitted with your tender

DECLARATION BY TENDERER

FAILURE TO COMPLETE THIS DECLARATION SHALL RESULT IN THE TENDERER BEING DISQUALIFIED.

I/We, the undersigned, hereby acknowledge myself/ourselves fully conversant with the terms and conditions of the Instruction to Tenderers, Background to Tender, Tender Specifications and the Memorandum of Agreement, together with the Rates Schedule and hereby agree to supply the Security Services strictly in accordance therewith. The full costs in respect of the Security Services are those quoted in the Rates Schedule in Annexure "A" to the Memorandum of Agreement.

I/We, agree that no alteration, amendment, or variation to the Memorandum of agreement shall be permitted.

I/We, warrant that the rates quoted in the Rates Schedule in Annexure "A" to the memorandum of Agreement are fixed for the period commencing 1 November 2009 and terminating 30 June 2012.

I/We declare that all the information provided in this Tender is true and correct.

Signed at _____ this _____ day of _____ 2009.

TENDERER/S SIGNATURE _____

FULL NAMES OF SIGNATORY _____

CAPACITY OF SIGNATORY _____ who confirms that he/she is the duly authorized representative of the Tenderer.

INSTRUCTIONS TO TENDERERS

NOTE: IT IS VERY IMPORTANT THAT ALL TENDER CONDITIONS ARE STRICTLY ADHERED TO, AS FAILURE TO DO SO SHALL INVALIDATE THE TENDER

GENERAL

No Tender will be considered unless submitted on the Council's Official Tender Document. All Tender Documents must be completed in ink.

It should be noted that any portion of the Tender Document not completed shall be regarded as not applicable.

A Tender submitted by:

A registered Company may not be considered unless accompanied by a resolution of a Board of Directors of the Company authorizing the Tender to be made and the signatory to sign the Tender on the Company's behalf;

A registered Close Corporation may not be considered unless it is accompanied by written authority from all the members of the Close Corporation authorizing the Tender to be made and the signatory to sign the tender on the Close Corporation's behalf;

A Partnership may not be considered unless duly signed by all partners or any one or more parties duly authorized there to Power of Attorney by the other parties, copy of which must accompany this tender document;

A Trust may not be considered unless duly signed by all trustees authorizing the tender to be made and the signatory to sign the tender on the Trust's behalf.

A Tender submitted for and on behalf of a Company or Close Corporation to be formed or in the course of formation may not be considered unless accompanied by a written guarantee from the signatory, accepting in his personal capacity full responsibility for all performances due under this tender.

Where a Tender is submitted by a Joint Venture the members of the Joint Venture or their duly authorized representative must ensure that they all sign the Declaration by Tenderer. A copy of the Joint Venture agreement must be submitted with the tender.

Tenders shall be submitted in sealed envelopes endorsed on the outside TENDER FOR THE SUPPLY OF SECURITY SERVICES AT VARIOUS COUNCIL INSTALLATIONS AND SITES: TENDER NO SC 741/2009.

TENDERS NOT ENDORSED AS AFORESAID, MAY CONSTITUTE INVALID TENDERS AND MAY NOT BE CONSIDERED.

All Tenders shall be deposited in the official marked Tender Box located in the Foyer of the Main Building, tender box number No. 4, Overstrand Municipality, Hermanus before 12h00 on 9 October 2009.

Any Tender submitted shall remain valid, irrevocable and open for written acceptance for the period of Ninety (90) days from the closing i.e. the date specified above. The submission of a Tender shall be deemed to constitute a Contract between the Council and the Tenderer whereby the latter agrees not to withdraw his tender or to amend it or derogate from its effect during the aforesaid period of ninety (90) days.

It is incumbent on the Tenderer to familiarize himself with the general environment in which he is to operate.

The Council reserves the right to accept all, some, or none of the tenders submitted – either wholly or in part – and it is not obliged to accept the lowest tender.

The Council retains the right to call for any additional information it may deem necessary.

The Council will not be held responsible for any expenses incurred by the Tenderer in preparing and submitting tenders.

If a Tenderer or Contractor, or any person employed by him is found to have either directly or indirectly offered, promised or given to any Council or person in the employ of the Council, any commission, gratuity, gift or other consideration, the Council shall have the right summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss and/or additional cost or expenses, to disqualify the Tender or cancel the Contract without paying any compensation to the aforesaid Tenderer or Contractor.

The Contractor shall complete and sign Form of Undertaking marked Annexure “B”. Failure to complete the form may invalidate the Contractor/s offer and the contract may be cancelled with immediate effect without any liability to the Council and without any rights the Council may have resulting from such cancellation.

Tenderers are requested to note that failure to comply with any of these instructions to Tenderers may invalidate their tender.

OVERSTRAND MUNICIPALITY SUPPLIER DATABASE REGISTRATION

Tenderers/Contractors (including suppliers and service providers) who are not registered and verified on the Overstrand Municipality’s Supplier Database are not precluded from submitting tenders and quotations, but must be registered and verified before closing date.

BACKGROUND TO TENDER

The Overstrand Municipality (the Council) covers the geographical area. Within this geographical area the Council has a number of Sites at which it requires Security Services to be rendered.

In addition the Council will require Tenderers to provide Security Officers to carry out Area Patrols. Area Patrols will involve ensuring that persons are safely escorted from place to place and/or the patrolling of various areas within the geographical area of the Council.

It must be clearly understood that the Council shall at all times strictly reserve the right to increase and/or decrease the number of Sites(s) and/or Area Patrols at its sole discretion.

In the event of the Council deciding to decrease the number of Sites(s) and/or Area Patrols it will take such action in accordance with the terms and conditions of the Memorandum of Agreement.

MEMORANDUM OF AGREEMENT

Made and entered into by and between –

**THE OVERSTRAND MUNICIPALITY
(Hereinafter referred to as the COUNCIL)**

And

**.....
(Hereinafter referred to as the CONTRACTOR)**

WHEREAS the COUNCIL and the CONTRACTOR are desirous of entering into a written agreement recording and regulating the terms and conditions relating to the provision of Security Services at Sites and for Area Patrol.

Now therefore it is agreed as follows:

1. DEFINITION

In this Agreement the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires –

1.1 COUNCIL shall mean the Overstrand Municipality, established in terms of the Local Government: Municipal Structures Act, 1998.

1.2 CONTRACTOR shall mean the Name of Enterprise

1.3 Contract shall mean this Contract together with the Schedules and Annexure hereto as well as any written Site Standing Orders.

1.4 Rate(s) for Security Services shall mean the rate(s) as set out in the Rates Schedule in Annexure B to this Contract.

1.5 The Law shall mean any applicable law, proclamation, ordinance, and act of parliament or other enactment having force of law.

1.6 Approved shall mean approved by COUNCIL.

1.7 Writing shall include any manuscript, typewritten or printed statement, under of over signature or seal as the case may be.

1.8 Security Services shall mean the provision of Security Services as provided for in terms of this Contract.

1.9 Area patrol shall mean the area to be patrolled by the CONTRACTOR as instructed in writing by the COUNCIL.

- 1.10 Site shall mean the building(s) or land or any other place in which or on which or over which the services are to be rendered.**
- 1.11 The Specification shall mean the Tender Specifications being Section A, B, C and D.**
- 1.12 Security Manager shall mean the person designated as such by the CONTRACTOR in terms of clause 22 of the Contract.**
- 1.13 Council Co-coordinator shall mean the person(s) designated as such by the COUNCIL in terms of clause 22 of this Contract.**
- 1.14 Security Officer means a Security Officer Grade C, D, or E registered in terms of the Private Security Industry Regulation Act 56 of 2001 and provided by the CONTRACTOR to render the Security Services in terms of the provisions of this Contract.**
- 1.15 Security Officer, Grade C means an employee who performs any one or more of the following duties:**
- (a) supervising or controlling Security Officers, Grade D or E,**
 - (b) driving a motor vehicle in the course of supervising or controlling Security Officers, Grade D, E,**
 - (c) driving a motor vehicle for the purpose of transporting Security Officers and who may be called upon to perform any or all of the duties of a Security Officer Grade D,**
- 1.16 Security Officer, Grade D= means an employee who performs any one or more of the following duties:**
- (a) controlling or reporting on the movement of persons or vehicles through check-points or gates,**
 - (b) searching persons and, if necessary, restraining them,**
 - (c) supervising or controlling Security Officers, Grade E,**
 - (d) searching of goods or vehicles, and**
 - (e) who may be required to perform any or all of the duties of a Security Officer, Grade E,**
- 1.17 Security Officer, Grade E means an employee, other than a Security Officer, Grade D who performs any one or more of the following duties:**
- (a) guarding, protecting or patrolling premises or goods,**
 - (b) handling or controlling dogs in the performance of any or all of the duties referred to in**
- 1.18 Code of Conduct shall mean the Code of Conduct of Security Officers as prescribed by the Law.**
- 1.19 Site Standing Order shall mean the written orders given to the CONTRACTOR in terms of clause 17 of this Contract.**

1.20 Security Performance Report shall mean the Security Performance Report which must be submitted to the COUNCIL each month. This report must deal with the matters set out in Clauses 28 and should be in the format prescribed by the COUNCIL.

1.21 Control Room shall mean the Control room situated at:
..... (insert here physical address).

1.22 The parties shall mean collectively the COUNCIL and the CONTRACTOR.

2. INTERPRETATION

2.1 Unless inconsistent with the context, an expression which denotes:

- 2.1 any gender includes the other genders,
- 2.2 a natural person includes a juristic person and vice versa,
- 2.3 the singular includes the plural and vice versa

2.2 The headings of the clauses of this Contract shall not be deemed part of or affect the interpretation or construction thereof.

2.3 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it only appears in a definitions clause , effect shall be given to it as if it were a substantive provision in the body of this Contract.

3. DURATION OF AGREEMENT

This Agreement shall commence on the 1 November 2009 and shall terminate on 30 June 2012.

4. PROVISION OF SERVICES

4.1 The COUNCIL shall in its sole discretion allocate Sites and/or Area Patrols to the CONTRACTOR.

4.2 The COUNCIL strictly reserves the right to increase and/or decrease the number of Site(s) and/or Area Patrol at its sole discretion.

5. RATES FOR SECURITY SERVICES AND SETTLEMENT OF ACCOUNT

5.1 The rates payable by the COUNCIL to the CONTRACTOR for rendering the Security Services in terms of this Contract shall be strictly in accordance with the Rate(s) for Security Services as set out in Annexure B to this Contract.

5.2 The CONTRACTOR shall, on or before the 7th day each month submit to the COUNCIL an invoice for the previous month to be duly authorized by a Council Official as correct, specifying the services rendered during that previous month and detailing the amount due and payable to the CONTRACTOR. Value Added Tax shall be shown separately on each invoice.

- 5.2.1** Subject to the provisions of clause 5.2., payment of any invoice submitted by the 7th day of a particular month will be made by the 25th day of that month.
- 5.2.2** Any error in an invoice submitted to the COUNCIL may result in a delay in payment being made to the CONTRACTOR.

6. LIABILITY OF THE CONTRACTOR

6.1 The CONTRACTOR hereby indemnifies and holds the COUNCIL harmless against:-

- 6.1.1** Liability in respect of any damage to property, whether movable or immovable, belonging to the COUNCIL and/or to third parties;
- 6.1.2** Liability in respect of lost property belonging to the COUNCIL and/or to parties;
- 6.1.3** Liability in respect of the death of, and/or the unlawful arrest, and/or injury, illness or disease to any person arising out of the implementation of the terms and conditions of this Contract.

6.2 On or before the commencement of this contract, the CONTRACTOR shall take out a Public Liability Insurance Policy to the value of at least R5 Million (Five Million Rand) providing cover against all claims (including claims related to the use or misuse of fire-arms), against the COUNCIL, CONTRACTOR or its employees arising out of or relation to:-

- 6.2.1** the implementation of this Contract; or
- 6.2.2** any wrongful act or omission of an employee of the CONTRACTOR perpetrated in exercising a right of fulfilling an obligation in terms of this Contract, the amount of which cover shall be for an amount to the satisfaction of Council's Director of Finance.

6.3 The CONTRACTOR shall, on or before commencement of the Contract provide the COUNCIL with a copy of the Policy and a letter from the insurer or broker concerned certifying that the policy provides the full cover required in terms of this Contract.

6.4 The policy shall:-

- 6.4.1** be of full force and effect as from the effective date; and
- 6.4.2** not be cancelled or terminated by the CONTRACTOR without prior written consent of the COUNCIL, which consent shall not unreasonably be withheld or delayed by the COUNCIL.

6.5 The Contractor shall:-

- 6.5.1** pay the premium for the policy promptly on due date;
- 6.5.2** submit written proof of payment to the COUNCIL immediately upon request to do so;
- 6.5.3** not do or cause to be done or omit or cause to be omitted any act that may affect the validity of the policy or cause its cancellation, provided that should this occur, the CONTRACTOR shall forthwith notify the COUNCIL.

- 6.6 should the CONTRACTOR fail to pay any premium promptly on due date, the COUNCIL shall be entitled to pay the premiums on behalf of the CONTRACTOR and to deduct the amount of such premiums from the remuneration due to the CONTRACTOR. The COUNCIL'S rights in this regard shall not detract from any other rights that the COUNCIL might have in terms of this Contract.

7. INTIMIDATION OF SECURITY OFFICERS

- 7.1 It is the intention of the Parties that the Security Officers provided in terms of this Contract shall, provide the Security Services free of any form of intimidation. Should the COUNCIL and/or the CONTRACTOR identify or suspect intimidation of the Security Officers, the CONTRACTOR shall immediately take action in conjunction with the COUNCIL to remedy the situation.
- 7.2 The CONTRACTOR shall forthwith notify the COUNCIL of any form of intimidation its personnel may be subjected to.
- 7.3 The COUNCIL may request the CONTRACTOR to replace any Security Officer who is being intimidated.

8. THE CONTRACTORS OBSERVANCE OF APPLICABLE LEGISLATION

For the entire duration of this Contract, the CONTRACTOR shall ensure that it complies with all the provisions of the Basic Conditions of Employment Act, No. 75 of 1997, the Occupational Health and Safety Act 85 of 1993, Security Officers Act No. 92 of 1987 and Private Security Industry Regulation Act 56 of 2001, as well as all the provisions of any other Law which may have application to this Contract.

9. REQUIREMENTS PERTAINING TO SECURITY OFFICERS

- 9.1 In recruiting Security Officers the CONTRACTOR will make every effort where practical, to recruit Security Officers from the inhabitants of the area in which such Security Officers are to exercise their Security Services and where practical give preference to applicants from such areas.
- 9.2 Only South African Citizen and those with permanent residence may be employed, when called upon to do so, the CONTRACTOR will produce proof of his employees' citizenship and permanent residence.
- 9.3 The CONTRACTOR undertakes to provide only Security Officers appointed in terms of the Private Security Industry Regulation Act 56 of 2001 and registered with the Private Security Industry Regulatory Authority (PSIRA). Proof of appointments shall be provided before the Security Officer commences with the Security Services.
- 9.4 The CONTRACTOR shall provide the require number of Security Officers to the COUNCIL only after they have successfully completed the training course(s) in accordance with the PSIRA standards. The CONTRACTOR shall provide the

Council with proof that Security Officers provided in terms of this Contract have successfully completed the training courses in accordance with the PSIRA standards. All training shall be provided at the CONTRACTOR'S cost.

10. STABLE WORK FORCE

The CONTRACTOR shall ensure as far as is reasonably possible that any changes in Security Officers on a Site are only due to the resignation or vacation/sick leave of a Security Officer/s or the COUNCIL invoking the provisions of cause 13.

11. DUTIES OF CONTRACTOR

11.1 The CONTRACTOR shall render the Security Services at the Sites and/or for Area Patrols in a professional manner and strictly in accordance with the terms and conditions of this Contract.

11.2 The Contractor shall whenever requested by the COUNCIL provide satisfactory proof of the qualifications of the Security Officers provided in terms of this Contract. The Parties agree that for the purposes of this Contract that acceptable proof of qualifications for Security Officers shall be:

11.2.1 PSIRA registration and

11.2.2 Certification of training as Security Officer.

11.3 The CONTRACTOR shall ensure that all Security Officers provided in terms of this Contract shall:-

11.3.1 be in physically and mentally fit condition for employment in a security environment;

11.3.2 daily sign on and off duty;

11.3.3 when in possession of a fire-arm, be in possession of a valid fire-arm permit and a certificate from the CONTRACTOR confirming that he/she is duly authorized to carry a fire-arm;

11.3.4 when on duty, wear an approved complete uniform and where necessary a raincoat and/or any other protective clothing unless otherwise authorized by COUNCIL;

11.3.6 when on duty, be in possession of pocket book and pen, a baton, together with baton holder, PSIRA Registration Card, company identification card with photograph, name tag, handcuffs, whistle and torch

113.7 perform all duties with due regard to the provisions of the Code of Conduct and Law as well as the Site Standing Orders,

113.8 not be under the influence of intoxication liquor and/or any drugs for the duration of his/her duty;

113.9 not sleep on duty;

113.10 report in time for duty.

11.4 The Security Services rendered by the Security Officers of the CONTRACTOR shall be rendered under competent supervision provided by the CONTRACTOR.

- 11.5** The CONTRACTOR shall be required to carry out regular visits to the Sites during their hours of duty. The Security Manager shall record details of such visits in the Occurrence Book.
- 11.6** The CONTRACTOR shall be responsible for taking command of and controlling the deployment of the CONTRACTOR'S personnel and Security Officers at the Sites.
- 11.7** The CONTRACTOR shall ensure that all the equipment used by its Security Officers is in a serviceable condition. For the purposes of this Contract equipment necessary for its personnel and Security Officers to perform their duties in accordance with the terms and conditions of this contract.
- 11.8** The CONTRACTOR shall ensure that for the duration of this Agreement the Control Room is manned 24 hours a day by Security Officers.
- 11.9** During the duration of this Contract, the CONTRACTOR shall allow any duly authorized official of the COUNCIL to carry out an inspection of his premises in order to validate the information provided in the Tender Specification.
- 12. THE CONTRACTOR'S RESPONSIBILITIES FOR ITS SECURITY OFFICERS**
- 12.1** The CONTRACTOR undertakes that:-
- 12.1.1** it shall comply with all the labour legislation relevant to the employment of Security Officers;
- 12.1.2** it shall remain solely responsible for payment of all costs of the Security Officers including but not limited to salaries, bonuses, pension fund contributions, provident/benevolent fund contributions, medical fund contributions and insurance premiums, where applicable, and
- 12.1.3** it shall be responsible for the payment of , inter alia, all applicable taxes, charges, duties or fees assessed or levied by the Central Government, Workmen's Compensation Commissioner, Provincial Government, Local Authority or a Metropolitan Council in respect of the Security Officers or as a result of the Security Officers being provided by the CONTRACTOR in terms of this Contract and it shall, on request, furnish sufficient documentary proof to the COUNCIL that any of or all of these payments have in fact been made.
- 12.2** Although the Security Officers provided in terms of this Contract shall observe the COUNCIL regulations and procedures while providing the Security Services under this Contract, they shall continue to be employees of the CONTRACTOR.
- 12.3** Although the CONTRACTOR'S Security Officers may on some occasions render certain services under the supervision and control of the COUNCIL; no contractual relationship shall come into existence between such personnel and the COUNCIL. Under no circumstances or at any time shall the COUNCIL become the employer of the Security Officer and no contractual obligation between the COUNCIL and the Security Officers shall be created due to the fact that Security Officers perform their services under the control and authority of the COUNCIL or in accordance with the COUNCIL'S operating methods.

- 12.4 The Security Officers provided by the CONTRACTOR in terms of this Contract shall not be entitled to claim any benefits, including but not limited to medical benefits, pension benefits, travel concessions or housing benefits, payable or granted by the COUNCIL to its own personnel, including its own security personnel.
- 12.5 The CONTRACTOR undertakes that for the duration of this Contract it shall make the relevant provisions of this Contract known to all its Security Officers.
- 12.6 The CONTRACTOR acknowledges that the COUNCIL shall at all times during the duration of this Contract be entitled to monitor the CONTRACTOR'S Security Services, or cause them to be monitored, without prior notice to the CONTRACTOR.
- 12.7 The CONTRACTOR shall allow its Security Officers to attend and, if necessary, require them to testify in court proceedings, as well as in disciplinary and arbitration proceedings should the COUNCIL deem it necessary. Provided the COUNCIL has notified the CONTRACTOR within a reasonable time before the start of the proceedings that the COUNCIL requires the presence of the CONTRACTOR'S Security Officers.
- 12.8 The CONTRACTOR shall exercise supervision over the Security Services at all times. Or shall be represented by a representative having full power and authority to act on behalf of the CONTRACTOR. In this regard the Security Manager designated in terms of this Contract shall be competent and responsible, and have adequate experience in carrying out the Security Services and shall exercise personal supervision on behalf of the CONTRACTOR.

13. REMOVAL OF SECURITY OFFICER

In the event of the COUNCIL being dissatisfied with any of the Security Officers provided by the CONTRACTOR in writing thereof. The CONTRACTOR shall forthwith provide an equally qualified and trained substitute. The COUNCIL furnishes reasons for its dissatisfaction to the CONTRACTOR and parties shall keep these reasons confidential between themselves.

14. DISCIPLINE OF SECURITY OFFICER

A breach of discipline, failure to comply with any disciplinary measure or any dereliction of duty on the part of a Security officer provided by the CONTRACTOR in terms of this Contract shall be dealt with by the disciplinary processes of the CONTRACTOR without delay. The COUNCIL shall notify the CONTRACTOR of any such breach, failure or dereliction, which, in its opinion merits the intervention of such disciplinary processes and undertakes to assist in any disciplinary proceedings taken. The CONTRACTOR shall include in its Security Performance Report the outcome of any disciplinary proceedings, which have been instituted against any Security Officer, provided by the CONTRACTOR in terms of this Contract.

15. TELEPHONE AND HOUSING OF CONTRACTOR'S EMPLOYEES

- 15.1** The CONTRACTOR shall make its own arrangements for the housing of the Security Officers at suitable premises. Under no circumstances shall housing for the CONTRACTOR'S Security Officers be provided or erected on the property of the COUNCIL, unless this has expressly been requested by the COUNCIL and the COUNCIL'S prior written approval has been obtained.
- 15.2** Should the COUNCIL at any time during the duration of this Contract make housing for Security Officers available to the CONTRACTOR, the CONTRACTOR shall, at its own cost maintain and keep such accommodation during the duration of this Contract in a clean, tidy and sanitary condition and shall at the termination of this Contract for whatsoever reason , reinstate any such accommodation to the same condition in which it was when handed to the CONTRACTOR, fair wear and tear excepted.
- 15.3** The CONTRACTOR shall make his own arrangements in respect of the installation of telephones at any of the Sites at which Security Services are provided at his won cost, should the CONTRACTOR deem it necessary.

16. INSTRUCTIONS TO THE CONTRACTOR

All verbal instructions to the CONTRACTOR shall as soon as possible after such instructions has been made be confirmed in writing by the COUNCIL.

17. SITE STANDING ORDERS

- 17.1** The COUNCIL shall after consulting with the CONTRACTOR provide the CONTRACTOR with Site Standing Orders for each and every Site where the COUNCIL deems such Site Standing Orders to be necessary.
- 17.2** These Site Standing Orders shall inter alias deal with the following issues:
- Number and Grade of Security Officers required on Site;
 - Handover and Takeover on Site;
 - Communications;
 - Access and Egress Control;
 - Patrolling;
 - Conduct of Security Officers;
 - Uniform and Dress Standards;
 - General duties;
 - Documentation i.e. Occurrence Book and the use thereof
 - Equipment to be used
 - Time for reporting for duties;
- 17.3** Any written Site Standing Orders shall be deemed to be part of this Contract.
- 17.4** The COUNCIL may in cases of exceptional circumstances and/or emergency request the Security Officers to render assistance, which falls outside of the terms and conditions of the Site Standing Orders and this Contract.

17.5 The CONTRACTOR shall ensure that every Security Officer understands and complies with the Site Standing Orders.

17.6 The CONTRACTOR shall forthwith remedy any breach of the Site Standing Orders.

18. MEETING OF THE PARTIES

It is agreed that the COUNCIL Co-ordinator(s) and the Security Manager must meet at least on a monthly basis to deal with any issue arising out of the terms and conditions of this Contract as well as to discuss the Security Performance Report furnished by the CONTRACTOR.

19. REPORTING OF SERIOUS INCIDENTS

19.1 All incidents or accidents involving the death or injury to any person, including any criminal offence committed on the sites of the COUNCIL, shall forthwith be reported to the local police station and the COUNCIL. A detailed written report of such incidents shall be presented to the COUNCIL within twenty four (24) hours after the occurrence of the said incident or accident. A list of names and telephone numbers of the COUNCIL'S controlling officers to whom the said incidents or accidents shall be reported, shall be made available to the CONTRACTOR on or before the commencement of this Contract.

19.2 Salient details of all incidents occurring on the COUNCIL'S Sites shall be recorded immediately after the occurrence thereof in the Occurrence Book. The Occurrence Book shall remain available for inspection at any time in a pre-arranged office or enclosure on the Site(s).

19.3 Notwithstanding anything to the contrary, the COUNCIL may also, should it deem it necessary, request the CONTRACTOR to submit a detailed written report in respect of any incident or accident after it has occurred on any of the Sites.

20. PROVISION OF COMMUNICATION

All communication (Phones, Cell Phone and Radio's) provided by the CONTRACTOR shall have an adequate range to ensure, as far as practically possible, good communications between any two points on the Site(s) and/or for Patrol Areas and the CONTRACTOR'S Control Room.

21. SUPERVISION

21.1 Immediately upon signature of this Contract, the Parties shall be required for the purposes of liaison, supervision and decision-making to respectively appoint a representative for the purpose of this Contract.

21.2 It is recorded that the COUNCIL'S Co-coordinator shall for the purposes of this Contract be who shall have the necessary delegated authority from the COUNCIL to make decisions and/or to issue lawful instructions arising out of the terms and conditions of this Contract.

21.3 The Council's Co-coordinator may delegate to any deputy or other person, any of his powers and/or functions under this Contract and, on receiving notice in writing of such delegation, the CONTRACTOR shall recognize and obey the person to whom any such powers and/or functions have been delegated as if he was the COUNCIL'S Co-radiator.

21.4 It is recorded that the Security Manager shall for the purposes of this Contract be

21.5 The Security Manager shall have full power and authority to act on behalf of the CONTRACTOR. In addition, the Security Manager must be competent and responsible, and have adequate experience in carrying out the Security Services and shall exercise personal supervision on behalf of the CONTRACTOR.

21.6 The Security Manager may delegate to any Deputy or other person, his powers and/or functions under this Contract, subject to him/her having given prior written notice to the COUNCIL of such delegation.

21.7 The Security Manager shall for the duration of this Contract be contactable 24 hours a day either by radio/cellular phone and/or telephone.

22. PROVISION OF SURVEILLANCE SYSTEMS

22.1 The COUNCIL reserves the right to introduce Surveillance Systems and/or any appropriate security technology at any of the Sites.

22.2 Without derogating from the provisions of clause 3 of this Contract, the COUNCIL reserves the right to increase/reduce or suspend the CONTRACTOR'S Security Officers at any Site upon the installation of a Surveillance System and/or any other appropriate security technology.

23. ASSIGNMENT

23.1 This contract is personal to the CONTRACTOR and the CONTRACTOR shall not sublet, assign or in any manner whatsoever make over the Contract or any part thereof, or any share or interest therein, to any other person without the COUNCIL'S prior consent in writing and on such conditions as it may approve.

23.2 Clause 24.1 shall not apply to regular sub-contractors of the CONTRACTOR. The COUNCIL reserves the right to require the CONTRACTOR to submit the names of any such sub-contractors.

24. IMPOSSIBILITY OF PERFORMANCE

- 24.1** Subject to clause 25.3, should any of the obligation of either party become objectively impossible of performance, such party shall be exempted from its obligation under this Contract if the circumstance that renders performance impossible was unforeseeable with reasonable foresight at the time of contraction and unavoidable with reasonable care at the time of its occurrence by that party concerned and such party displays reasonable care and diligence in attempting to avoid the consequences thereof.
- 24.2** Such exemptions shall however operate only to extend that the performance of the obligations of such party is rendered objectively impossible and only for the period during which the relevant circumstances prevails. Notice of such circumstance shall immediately be given to the other party in writing.
- 24.3** Should the Security Officers of the CONTRACTOR embark on any industrial action, the CONTRACTOR SHALL PROVIDE ALTERNATIVE Security Offices to fulfill the CONTRACTOR'S obligation in terms of this Contract.

25. ADVERTISING AND TRADING

- 25.1** The CONTRACTOR is prohibited from advertising the fact a CONTRACTOR to the COUNCIL, unless the prior written approval of the COUNCIL is obtained. The COUNCIL reserves all advertising rights on its Sites.
- 25.2** Neither the CONTRACTOR nor any of the Security Officers provided by it in terms of this agreement shall during the term of this Contract be entitled to offer any article for sale, sell any article or distribute any article free of charge on the Sites.

26. GENERAL CONDITIONS

- 26.1** No alteration, cancellation, variation of or addition to this Contract shall be of any force or effect unless reduced to writing and signed by the COUNCIL and the CONTRACTOR or their duly authorized representative.
- 26.2** No extension of time or other indulgence granted by either party to the other in respect of either of the parties' obligations will constitute a waiver of the parties' right to enforce compliance with the terms of this Contract, neither shall constitute a novation of this Contract.
- 26.3** This Contract constitutes the entire Contract between the parties hereto and neither of the Parties shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein.

27. MONTHLY SECURITY PERFORMANCE REPORT

- 27.1** The CONTRACTOR must by no later than the 7th day of each and every month deliver with the invoice for Security Services rendered a Security Performance Report.

27.2 This Security Performance Report must *inter alia* includes the following information :-

27.2.1 any contravention of the Site Standing Orders by any of the Security Officers rendering Security Services in terms of this Contract;

27.2.2 any incident of drunkenness and/or sleeping on duty by a Security Officer ;

27.2.3 a summary of all incidents, which have occurred on any Site and/or on an Area

27.2.4 Patrol. The date, time and brief description of the incident is required;

27.2.5 any matter which the CONTRACTOR wishes to draw to the attention of the COUNCIL.

28. BREACH

28.1 Should either party hereto breach or fail to comply with any term or condition of this Contract, and then the party aggrieved thereby shall give the defaulting party written notice to rectify such a breach.

28.2 Subject to the provisions of Clause 17.6, in the event of the defaulting party failing to rectify such a breach within seven (7) days of the dispatch of such notice, the aggrieved party shall be entitled to give written notice of termination of this Contract to the other party. Such termination shall take effect upon dispatch of such notice to the other party.

28.3 Should either party repeatedly breach any of the terms and conditions of this Contract in such a manner as to justify the aggrieved party in holding that the defaulting party's conduct is inconsistent with the defaulting party's intention to carry out the terms and conditions of this Contract, then and in such event the aggrieved party shall without prejudice to its legal rights and remedies, be entitled to terminate this Contract.

28.4 On terminating this Contract, the aggrieved party will be entitled to claim and recover such damages, as the aggrieved party may be able to prove that it has sustained.

29. TERMINATION

29.1 This Contract shall terminate with immediate effect upon the happening of any of the following events:

29.1.1 If either party fails to rectify a breach of this Contract as provided for in clause 29;

29.1.2 If the CONTRACTOR commits an act of insolvency as defined in the Insolvency Act, 1939;

29.1.3 If the CONTRACTOR be wound up, whether provisionally or finally and whether compulsory or voluntarily or be placed under judicial management; or

29.1.4 If the CONTRACTOR enters into any arrangement or compromise with the general body of its creditors; or

29.1.5 If the CONTRACTOR is the subject of any resolution passed for its winding up or dissolution.

30. ARBITRATION

30.1 Should any dispute arise between the parties in connection with:

30.1.1 the rights and obligations of any party in terms of arising out of this contract or out of its termination; or

30.1.2 the implementation or interpretation of the Contract; or the rectification, termination or cancellation of this Contract; or

30.1.3 any matter affecting the interests of the parties in terms of this Contract that dispute may, unless resolved between the parties, be referred to and be determined by arbitration in terms of this clause.

30.1.4 Any party to this Contract may demand that a dispute be determined in terms of this clause by written notice given to the other party within thirty (30) day of such dispute having arisen.

30.1.5 This clause will not preclude any party from approaching any competent Court of Law in respect of any dispute arising from this contract or any duty to perform in terms of this Contract.

30.1.7 The arbitration will be held:

30.1.7.1 In Overstrand;

30.1.7.2 With only the legal and other representative s of the parties present;

30.1.7.3 In accordance with the formalities and procedures determined by the arbitrator, and may held in an informal and summary manner on the basis that it will not be necessary to observe the usual formalities or procedures, pleadings and discovery or the strict rules of evidence, it being the intention that the arbitration will be held and completed as as possible, and

30.1.7.4 On the basis that the arbitrator will be entitled to decide the dispute in accordance with what he or she considers to be just and equitable in the circumstances.

30.1.7.5 The arbitrator must be acceptable to both parties and, if the matter is dispute is principally:

30.1.7.5.1 a legal matter, a practicing attorney or advocate of the Cape Bar of at least 10 years standing;

- 30.1.7.5.2** an accounting matter, an independent chartered accountant of at least 10 years standing;
- 30.1.7.5.3** any other matter, any independent person.
- 30.1.7.6** Should the parties fail to agree whether the dispute is principally a legal, accounting or other matter within 7 (seven) days after the arbitration has been demanded, the matter will be deemed to be a legal matter.
- 30.1.7.7** Should the parties fail to agree on an arbitrator within 14 (fourteen) days after the giving of notice, the arbitrator will be appointed on the request of any party to the dispute by the chairman for the time being of the Cape Bar Council.
- 30.1.7.8** The arbitrator will be entitled to make any award, including an award for specific performance, an interdict, damages or penalty as he or she in his or her sole discretion may deem fit and also to make such order as to costs as he or she in his sole discretion may deem fit.

31. DOMICILIA

- 31.1 Each of the parties chooses domicillium citandi et executandi for the purpose of the giving of any notice, the serving of any process and for any purpose arising from this Contract at their respective addresses set forth hereunder:**

THE COUNCIL **Overstrand**
20 Magnolia Avenue
HERMANUS
7200

THE CONTRACTOR

- 32.1 Any notice to any party shall be addressed to it at its domicilium aforesaid and be sent either by pre-paid registered post or be delivered by hand. In the case of any notice:-**
- 32.1.1 sent by pre-paid registered post, it shall be deemed to have been received, unless the contrary is proved, on the seventh day after posting; and**
- 32.1.2 delivered by hand, it shall be deemed to have been received, unless the contrary is proved on the date of delivery, provided such date is a business day or otherwise on the next following business day;**
- 32.1.3 any party shall be entitled by notice in writing to the other, to change its domicilium to any other address within the Republic of South Africa, provided that the change shall become effective only fourteen (14) days after the serving of the notice in question;**

32.1.4 any notice addressed to the COUNCIL shall be required to be addressed to the Municipal Manager (For the Attention of The Director of Protection Services) to be deemed to have been effectively delivered or served.

33. WARRANTY OF AUTHORITY

Each party warrants to the other party that it has the power, authority and legal right to sign and perform in terms of this Contract and that this Contract has been duly authorized by all necessary actions of its Directors or person/s on whose behalf it acts herein and constitutes valid and binding obligations on it in accordance with the terms of this Contract.

SIGNED AT THIS DAY OF2009.

AS WITNESS:

1

THE COUNCIL

2

SIGNED ATTHIS DAY OF2009.

AS WITNESS:

1

THE CONTRACTOR

2

COMPLIANCE CERTIFICATE

01 NOVEMBER 2009 /30 JUNE 2012

TICK THE APPROPRIATE BOX WITH AN (X)

SPECIAL CONDITIONS	COMPLY	NOT COMPLY
Uniform		
ID Cards		
Two-way Radio / Cell Phone		
Conversant in two of the three official languages of the Western Cape.		
Guarding Equipment ATTACHED LIST OF EQUIPMENT		
Registered S.O.B.IF COMPLY PLEASE SUBMIT NUMBER		
No Criminal Record		
Minimum Training Grade E		
Inspection by Senior Personnel		
All Control Documentation		
Physical Address of Control Room If yes please fill ADDRESS in COMPLIANCE BOX		
Metal Detector		
Emergency Backup Services If comply please submit address in compliance box		

SIGNED AT ON 2009

WITNESS:

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.....
for and on behalf of the TENDERER

AREA	<u>YEAR 1</u>		<u>YEAR 2</u>		<u>YEAR 3</u>	
<u>HERMANUS</u>	<u>DAY</u> <u>SHIFT</u>	<u>NIGHT</u> <u>SHIFT</u>	<u>DAY</u> <u>SHIFT</u>	<u>NIGHT</u> <u>SHIFT</u>	<u>DAY</u> <u>SHIFT</u>	<u>NIGHT</u> <u>SHIFT</u>
Administration Building						
Corporate Building						
ONRUS Caravan Park						
Rotary way						
HERMANUS Waste Water						
GROTTO Beach Area						
HAWSTON Beach Area						
HAWSTON Caravan Park						
HAWSTON Swimming Pool						
HERMANUS Vehicle Pound						
ZWELIHLE Transit Camp						
HERMANUS Swimming Pool						
<u>GANSBAAI</u>	<u>DAY</u> <u>SHIFT</u>	<u>NIGHT</u> <u>SHIFT</u>	<u>DAY</u> <u>SHIFT</u>	<u>NIGHT</u> <u>SHIFT</u>	<u>DAY</u> <u>SHIFT</u>	<u>NIGHT</u> <u>SHIFT</u>
GANSBAAI Caravan Park						
GANSBAAI Works Depot						
GANSBAAI Solid Waste						
GANSBAAI Waste Water						
FRANSKRAAL Water Works						
<u>KLEINMOND</u>	<u>DAY</u> <u>SHIFT</u>	<u>NIGHT</u> <u>SHIFT</u>	<u>DAY</u> <u>SHIFT</u>	<u>NIGHT</u> <u>SHIFT</u>	<u>DAY</u> <u>SHIFT</u>	<u>NIGHT</u> <u>SHIFT</u>
KLEINMOND Main Beach						
KLEINMOND Caravan Park						
KLEINMOND Palmiet Park						

ITEM NO.	MONTHLY RATES FOR SECURITY OFFICERS FOR THE CONTRACT PERIOD TENDER COMMENCING 1 NOVEMBER 2009 AND ENDING 30 JUNE 2012			
	SECURITY OFFICER GRADES			
		C	D	E
		RATE IN Rands (EXCL OF VAT)	RATE IN Rands (EXCL OF VAT)	RATE IN Rands (EXCL OF VAT)
1.1	Monthly rate for a Security Officer working a 12 hour shift per day from Monday to Friday both days inclusive. This rate shall apply to both day and night shifts as well as to any public holiday(s) which may fall during the period Monday to Friday.			
1.2	Monthly rate for a Security Officer working a 12 hour shift per day from Monday to Sunday both days inclusive. This rate shall apply to both day and night shifts as well as to public holiday(s) that may fall during the period Monday to Sunday.			
2.1	Weekly rate for a Security Officer working a 12 hour shift per day from Monday to Friday both days inclusive. This rate shall apply to both day and night shifts as well as to any public holiday(s), which may fall during the period Monday to Friday.			
2.2	Weekly rate for a Security Officer working a 12 hour shift per day from Monday to Sunday both days inclusive. This rate shall apply to both day and night shifts as well as to any public holiday(s), which may fall during the period Monday to Sunday.			

ITEM NO.	DAILY RATES FOR SECURITY OFFICERS FOR THE CONTRACT PERIOD TENDER COMMENCING 1 NOVEMBER 2009 AND ENDING 30 JUNE 2012			
	SECURITY OFFICER GRADES			
		C	D	E
		RATE IN RANDB EXCL OF VAT	RATE IN RANDB EXCL OF VAT	RATE IN RANDB EXCL OF VAT
3	Daily rate for a Security Officer working a 12 hour shift per day as and when required by the OVERSTRAND MUNICIPALITY. This rate shall apply to both day and night shifts as well as to any public holiday(s), which may fall during the duration of the shift.			
4	Hourly rate for a Security Officer as and when required by the OVERSTRAND MUNICIPALITY. This rate shall apply to both day and night shifts as well as to any public holiday(s), which may fall during the shift of the Security Officer.			

RATES FOR EQUIPMENT TO BE USED BY SECURITY OFFICERS FOR THE PERIOD COMMENCING 1 NOVEMBER 2009 AND 30 JUNE 2012

5	EQUIPMENT	MONTHLY RATE IN RANDB (EXCL VAT)	WEEKLY RATE IN RANDB (EXCL VAT)	DAILY AND HOURLY RATE RANDB (EXCL VAT)
5.1	Fire Arm Short			
5.2	Dog			

RATES FOR THE USE OF MOTOR VEHICLE FOR ESCORTING AND PATROLLING FOR THE PERIOD COMMENCING 1 NOVEMBER 2009 AND ENDING 30 JUNE 2012

6. Rate per kilometer for use of motor vehicle for escorting and patrolling purposes for the year commencing 1 NOVEMBER 2009 and ENDING on 30 JUNE 2012.

This rate is solely for escorting and patrolling purposes. IT IS NOT A RATE FOR TRANSPORTING SECURITY OFFICERS TO AND FROM POINTS OF DUTY.

SIGNED AT ON 2009

WITNESS:

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for and on behalf of the TENDERER

OVERSTRAND MUNICIPALITY

TO BE COMPLETED AND SIGNED BY ALL MANDATORIES

OCCUPATIONAL HEALTH AND SAFETY ACT, NO. 85 OF 1993

Note: Article 1(1)(xxxii) of the Act states a “mandatory” as “also an agent, a contractor or sub contractor for work”.

Agreement entered into between **OVERSTRAND MUNICIPALITY** and (mandatory)

.....

corresponding to the stipulations of Article 37(2) of the Act on Occupational Health and Safety, 1993, as amended.

I, as representative

Of (mandatory) acknowledge

Herewith that (mandatory)

Is an independent employer with obligations as prescribed in the Act of Occupational Health and Safety of 1993, as amended, and agree to ensure that all contract work completed and all machinery and recourses used will be done in accordance with the stipulations of the mentioned Act. Furthermore I undertake to comply with the requirements of the Overstrand Municipality as contained in the special tender conditions. Finally I herewith indemnify the Overstrand Municipality against any claims of any kind that may result from any injury that may occur by or through any doings or negligence of any employee of (mandatory)

.....

SIGNED AT ON 2009

WITNESS 1:

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.....
for and on behalf of the MANDATORY

WITNESS 2:

.....

.....
for and on behalf of OVERSTRAND MUNICIPALITY

OVERSTRAND MUNICIPALITY

INDEMNITY FORM

I, the undersigned, agree to indemnify and keep the OVERSTRAND MUNICIPALITY indemnified against all actions, proceedings, claims and demands, costs, damages and expenses which may be brought / or made against the said municipality or which the municipality may pay, sustain or incur by reason of any act on the part of myself, my employees or persons acting under my control, arising out of this service contract.

SIGNED AT ON 2009

WITNESS:

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for and on behalf of the TENDERER

TENDER SC 741/2009: TENDER FOR SECURITY SERVICES

ANNEXURE E

Returnable documents (MBD1; 2; 4; 6.1; 6.9; 6.10; 6.11; 7.2; 8)