

BALLITO URBAN IMPROVEMENT PRECINCT (UIP)

TENDER FOR SECURITY SERVICES

Prepared By :
Brian Wright
in association with
Rob Anderson & Associates cc

CONTRACTOR :

TENDER CLOSING DATE: 2 October 2015 at 12:00

BALLITO URBAN IMPROVEMENT PRECINCT (UIP)

TENDER FOR SECURITY SERVICES

TABLE OF CONTENTS

	PAGE No.
REQUIREMENTS FOR TENDERING	3
<u>PART 1</u> OFFER TO PROVIDE SERVICES, PRICE SCHEDULE AND RATED BREAKDOWN	4
<u>PART 2</u> SCHEDULES OF INFORMATION TO BE COMPLETED	11
<u>PART 3</u> SCHEDULES OF REQUIREMENTS AND DETAIL	15
<u>PART 4</u> CONDITIONS OF CONTRACT FOR SECURITY SERVICES	26

NB : The tenderer is to ensure that the tender document is complete and pages are Numbered consecutively, in accordance with the above details.

BALLITO URBAN IMPROVEMENT PRECINCT (UIP)

TENDER FOR SECURITY SERVICES

REQUIREMENTS FOR TENDERING

All tenderers shall note the following :

1. Completed tenders are to be deposited at Ilember Chamber of Commerce Industry & Tourism, Unit 14, The Quarter, 1 Stewart Drive, Ballito Business Park.

Phone number: 087 354 6343

By no later than 12:00 on 2 October 2015

2. The tenders are to be returned in sealed envelopes with the contractor's name clearly marked on the outside of the envelope and marked "TENDER FOR SECURITY SERVICES : BALLITO URBAN IMPROVEMENT PRECINCT (UIP)".

3. The tender opening will not be public.

4. Any contractor who wishes to provide alternative offers must submit the alternatives as separate tenders, clearly marked as an alternative.

5. The clients selection of a security provider will be communicated to all tenderers in writing. Telephone enquiries will therefore not be responded to.

6. A site inspection and clarification meeting will take place at 10h30 on Monday 21 September 2015 at the Ilember Chamber of Commerce Industry & Tourism, Unit 14, The Quarter, 1 Stewart Drive, Ballito Business Park.

7. All queries during the tender period must be directed to :

Mr Brian Wright

Email: brian@urbanmgt.co.za Cell: 083 324 3367

PART 1

**OFFER TO PROVIDE SERVICES, PRICE SCHEDULE
AND RATES BREAKDOWN**

**OFFER TO PROVIDE SECURITY SERVICES, PRICE SCHEDULE
AND RATES BREAKDOWN**

PART 1

THE OFFER

The Directors
Ballito Urban Improvement Precinct (UIP)
c/o Brian Wright UIP Management Company

Dear Sirs

We are a duly registered security firm legally entitled and competent to provide the specialized security services contemplated in this offer and we warrant that-

- The firm complies fully with the Constitution of South Africa, 1996 (“the Constitution”); the Private Security Industry Regulations Act, 2001 (“the Security Act”); and the various laws, sectoral determinations and/or collective agreements having application to the private security industry and employment in the industry;
- this offer has been compiled and the information provided with due regard for the requirements of the legal instruments referred to and we will continue to meet these legal requirements or any amendment or addition that has application from time to time;
- we have carefully examined and understand the Conditions of Contract and Schedules attached hereto (“the contract documents”) as well as the manuals and other documents referred to therein, which we consider reasonable and essential in relation to the work envisaged and we have acquainted ourselves with the premises to be secured;
- we understand that this offer will be considered by the Client and its advisors in their absolute discretion and agree that the Client has the right to accept this offer, no offer at all, or any other offer and will not be required to give us reasons for any decision (or failure to take a decision) in respect of this offer;
- should the Client accept this offer by signing these contract documents in the space provided at the foot of the documents a binding agreement will come into being between this firm as Contractor and the Client having the terms and conditions set out in these contract documents which will comprise the entire agreement between the parties;
- this offer will remain open and is accordingly irrevocable for a period of sixty days as from date of signature on behalf of this firm such acceptance to be by way of signature by the Client or its duly authorized representative and communicated to this firm.

We accordingly offer our services as a provider of the envisaged specialized security services for consideration in conformity with and subject to these warranties and the proposed contract documents for the following amounts:

- | | | | |
|----|---|---|--|
| 1. | Monthly Contract Price, excluding VAT brought forward from the Price Schedule | R | |
| 2. | Plus Value Added Tax (14%) | R | |
| 3. | Total Monthly Contract Price | R | |

Total monthly Tender Sum in words: _____
 _____ **(INCLUSIVE OF VAT)**

SIGNED AND AS AN IRREVOCABLE OFFER AS RECORDED ABOVE at

_____ this _____ day of _____ 20_____

WITNESSES

- 1 _____
 2 _____

For **THE CONTRACTOR** who hereby warrants that (s) he is duly authorised to sign this agreement on its behalf

Full names:
 Designation:

SCHEDULE OF MONTHLY RATES

1. **UIP MANPOWER AND EQUIPMENT REQUIREMENTS**

The following rates and quantities shall be as per the UIP requirements and shall be awarded to one service provider. The total shall be transferred to THE OFFER Part 1.

PRICE SCHEDULE

		No.	Monthly Rate	Total Monthly Charge
A.	Manpower			
1	Grade A – Day (7 days /12hrs) Supervisor	1		
2	Grade B – Day (7 days/12hrs)	4		
3	Grade C – Day (7 days/12hrs)	0		
4	Grade A – Night (7 days/12hrs) Supervisor (armed 9mm)	1		
5	Grade B – Night (7 days/12hrs)	1		
6	Grade C – Night (7 days/12hrs)	6		
			Daily Rate	Total Monthly Charge
B.	Manpower (Ad Hoc)			
1	Grade C – Day (12 hrs) Ad hoc shifts – cost per shift	1		
2	Grade C – Night (12 hrs) Ad hoc shifts – cost per shift	1		
3	Special event security officers (day 12 hrs) – cost per shift	1		
4	Special event security officers (night 12 hrs) – cost per shift	1		

		No.	Monthly Rate	Total Monthly Charge
C.	Equipment			
1	Response vehicle (half ton bakkie with UIP specified branding)	1		
2	Cell phone with camera for A Grade supervisor	1		
3	Hosting of UIP 086 emergency number to be voice recorded / retrievable (UIP will cover monthly cost of line rental)	1		
5	Radio's	10		
6	Radio base station	1		
7	Real-time electronic patrol monitoring system	6		
	Total transferred to THE OFFER, Part 1			R

The section below is to be completed but will not form part of the Total Offer above

D.		No.	Monthly Rate	Total Monthly Charge
1	Management of car guards (<u>see Service Level Agreement</u>)	25		

E	Manpower (Ad Hoc)	No.	Shift Rate
1	Grade C – Day (12 hrs) Ad hoc shifts – cost per shift	1	
2	Grade C – Night (12 hrs) Ad hoc shifts – cost per shift	1	
3	Special event security officers (day 12 hrs) – cost per shift	1	
4	Special event security officers (night 12 hrs) – cost per shift	1	

Notes to Manpower and Equipment Requirements Price Schedule

1. The manpower and equipment numbers / units
As this is the first year of operation revenue receipts from the municipality will determine the rollout timing and level of security resourcing. It is

anticipated that the initial resourcing rollout is reflected by the above table, however initially manpower and equipment may be less or more than the tender calls for and will be ramped up as revenue increases. Note that the monthly billing will be as per the actual deployed manpower and equipment calculated at the specified unit rate and not necessarily the tendered Offer in Part 1.

2. Hosting of UIP 0861 Emergency and Service Number
Voice recording/date and time stamping retrieval capabilities – this service to be hosted at the contractor's control room. The UIP will cover the cost of line rental.
3. Uniform as specified by the UIP
 - Black shoes
 - Khaki pants and belt
 - Collared shirt co branded with UIP (colour to be specified)
 - Quarter sleeve UIP branded
 - Sleeveless jersey co branded with UIP (colour to be specified)
 - Reflector jacket co branded with UIP (colour to be specified)
 - Wide brimmed hat UIP branded (colour to be specified)
 - Winter beanies UIP branded (colour to be specified)
4. Management of Car Guards
The management of car guards is the responsibility of the Contractor as per the Service Level Agreement. The successful management of car guarding is critical to safety and security of Ballito.

It is recommended that the Contractor provide a management plan to support the costing of this tender requirement.

Note that the Manpower and equipment requirements must be read with the Service Level Agreement

3. **RATES BREAKDOWN**

As part of the adjudication process, the following schedule will be evaluated to assess the contractor's compliance with legislation and adequate provision of the costs for the correct deployment of the security officers. It is therefore a requirement that this schedule is completed. If the tender document is returned without this table completed in an acceptable manner, the tender may be disqualified, at the discretion of the client.

NB The table shall be completed on the basis of equal day night deployment and shall therefore not necessarily match the rates submitted above, exactly.

ITEM	DESCRIPTION	EXPLANATION	Grade		
			A	B	C
1	Basic Salary				
	Hourly Evaluation Rate				
1.1	Ordinary Time				
1.1.1	Primary Security Officer				
1.1.2	Relief Security Officer				
1.1.3	Sunday pay premium				
1.1.4	Public holiday premium				
1.1.5	Leave provision				
1.1.6	Sick pay				
1.1.7	Study leave				
1.1.8	Family responsibility leave				
1.1.9	Night shift allowance				
1.1.10	Provident Fund				
1.1.11	Bonus				
1.1.12	Graded premium				
	Sub Total				
2	UIF				
3	COID/WCA				
4	Uniform				
5	Training				
6	Cleaning allowance				
	Total Direct Cost				
	(excl. Management)				
7	Management overhead				
	Total Direct Cost				
8	Percentage profit				
	TOTAL SELLING PRICE		R	R	R

PART 2

SCHEDULES OF INFORMATION TO BE COMPLETED

PART 2

SCHEDULES OF INFORMATION TO BE COMPLETED

1. INFORMATION REQUIRED

The following list of information is required, as a minimum, to allow the client to make a decision on the service providers who will be included on the final Request for Proposals list.

1.1 Company Details

Please provide the following basic information for the company that is to be considered for inclusion in the offer process :

- (a) Company Name
- (b) Trading Name
- (c) Company Registration Number
- (d) Physical Address
- (e) Postal Address
- (f) Contact Person
- (g) Telephone Number
- (h) Cell Phone Number
- (i) Fax Number
- (j) Email Address

1.1.1 Local Office

If the company is a national company with offices in numerous centres, provide the details of the Ballito based office of the company :

- (a) Company Name
- (b) Registration Number (if different)
- (c) Physical Address
- (d) Postal Address
- (e) Contact Person
- (f) Telephone Number
- (g) Cell Phone Number
- (h) Fax Number
- (i) Email Address
- (j) Letter of Good Standing – PSIRA
- (k) PSIRA Certification and Registration
- (l) Current Tax Clearance Certificate from SARS
- (m) Letter of Good Standing – Workmens Compensation Fund (COID)
- (n) Letter of Good Standing from An Approved Provident Fund
- (o) Confirmation of Submission of Work Skills Plan
- (p) Employment Equity Report

1.2 Experience (General)

Provide a company CV which clearly provides the following information :

- (a) Ownership of the company.
- (b) Details of the Durban office.
- (c) Details of subsidiary companies.
- (d) Contact details of at least 5 clients who will be prepared to be contacted by the adjudicating committee.
- (e) Details of the 10 biggest existing contracts in South Africa.
- (f) Details of the 5 biggest contracts in the greater Durban area.

1.3 Experience (Particular)

Details of any contracts in which the company has or is currently providing overall site management. Provide contact details of the clients.

1.4 Management Structure

Organogram of the operation and management structure.

Size of company based on number of managers and number of security staff over last 5 years, in Ballito region. Indicate in a table per quarter per year.

2. AFFIRMATIVE ACTION AND BLACK ECONOMIC EMPOWERMENT PLANS

2.1 Attach a copy of your organization's policy of affirmative action. This policy must profile your organization's management and supervisory structures and the impact of affirmative action on these structures.

3. FINANCIAL

The following financial details to be provided :

- (a) Bank details.
- (b) Certified copy of the company's most recent audited accounts.
- (c) Any other information to inform the adjudicating committee of the company's financial status.

4. GENERAL

- 4.1 Attach a copy of your organization's mission statement.
- 4.2 Attach a copy of your ISO 9000 (SABS 0157) accreditation (if applicable).
- 4.3 Provide details of the staff and manpower compliment of your company (if not in the
- 4.4 List the industry related organizations of which you company is a member, or to which it is affiliated.
- 4.5 If member of SASA, provide details including Gold membership if applicable.

5. PROVISION OF MULTIPLE SERVICES

The tenderers must be able to provide the following services, either as one company or in joint venture with others, however there must be only one management structure / contact point:

Guarding : _____

Alarm Monitoring and Response : _____

Electronic Installation, CCTV : _____

Investigations : _____

Car guarding : _____

6. SECURITY DEPLOYMENT IN BALLITO

Provide details of the following security resources your company currently has deployed in Ballito

No. of security officers deployed : _____

No. of vehicles deployed : _____

No. of alarms monitored : _____

7. PARTICULARS OF INTEREST

Details of any person who will form part of this security offer or group of companies who is employed by, or directly related to personnel employed by the Ballito UIP must be declared both in this document.

8. RETURN OF REQUEST FOR INFORMATION

The information is to be returned with the tender response.

PART 3

SCHEDULES OF REQUIREMENTS AND DETAILS

PART 3

SCHEDULES OF REQUIREMENTS AND DETAIL

1. SCOPE OF WORK

UIP PRECINCT INTRODUCTION

The UIP has recently been established and funded by Ballito property owners to create desirable and well managed public areas. The UIP works to establish private sector / municipal partnerships that optimise municipal investment in infrastructure and services to public areas, while delivering privately funded supplementary services, such as security, cleaning, greening and maintenance. The UIP non-profit company is managed by a board of directors (non-remunerated) made up of property owner representatives who ensure supplementary service delivery, financial transparency and good company governance.

The aim of the Ballito UIP is to:

- Secure and enhance property values
- Create an environment which supports vibrant business activity
- Improve the general environment and quality of life

SECURITY CONTRACT

To improve the effectiveness of safeguarding Ballito requires an integrated security approach including local authorities, stakeholder groups and private security providers. To support integration, the UIP will be appointing one security company for public open space.

Public open space security requirements specified against the UIP security Service Level Agreement

The security contract forms one component of a holistic approach to urban management. Public open space contract deliverables:

- To deliver an appropriate safeguarding solution / methods for the Ballito UIP inclusive of car guards.
- To drive the integration of security efforts with Metro Police, SAPS and the CPF.
- Actively support the UIP security and precinct manager in integrating efforts of the various private security companies within the precinct.

2. **SECURITY PERSONNEL AND EQUIPMENT REQUIRED**

The security personnel and equipment requirements are detailed in the price schedules.

The tenderers must be able to provide the following services, either as one company or in joint venture with others, however there must be only one management structure / contact point :

- Guarding
- Alarm monitoring and response.
- Electronic installations, CCTV etc.
- Investigations
- Car guarding

Details of these arrangements must be provided in Part 2.

NOTE: These deployment details may be modified as reasonably required from time to time in writing by the Client.

3. **CONTRACT PERIOD (DURATION)**

The initial contract will be awarded for a **period of 3 years** from Commencement Date. The contract will allow for a further 1 year extension, beyond the initial duration.

4. **COST INCREASES**

The tender is to be priced as of 1 November 2015. The annual increases must be motivated on the basis of industry legislated increases and CPI on non-legislated increases. The motivation must indicate the pro-rata calculation to cover early/late increases in relation to the industry dates of increase.

A : Manpower

5% of rate fixed.

15% of CPI published.

80% of industry legislated increase.

B : Equipment

20% of rate fixed.

80% of CPI published.

C : Vehicles

10% of rate fixed.

70% of change in prime rate.

20% of change in fuel charges.

5. **RECORDS AND REGISTERS TO BE SUPPLIED BY THE CONTRACTOR**

The following records and registers together with sufficient stationary to meet the general stationary requirements from time to time shall be supplied and maintained at the premises by the Contractor upon the commencement date and shall remain at the premises for use in accordance with these contract documents during the subsistence of the agreement :-

An Occurrence Book.
A Handing Over Book.
Such other records and registers as may be required by law and/or Standing Orders.

6. **EQUIPMENT SUPPLIED BY CLIENT**

The client will provide no equipment.

7. **JOB DESCRIPTIONS**

The areas of responsibility; work and/or descriptions and the various levels of authority of the Contractor's security personnel will meet the requirements of specialised security in the precinct as described in the Standing Orders and Procedures Manual. Security personnel remain under the control of the Contractor and are employees of the Contractor and not the Client. The contractor will take full responsibility for discipline, discipline procedures and staff performance.

For the purpose of the offer, the following job descriptions are provided as a guideline

7.1 Grade A

- Have training in radio procedures; report writing and can communicate clearly in English.
- Direct the site deployment as necessary, performing the task of a shift supervisor
- Report potential risks to the UIP Security manage.
- Ensure that the shift operates in accordance with the approved operating procedures.
- Based on information received and other events in the area deploy the patrols to attend to the problem.
- Perform a shift patrol at least once per shift, ensure that the portable office facility is kept clean.
- Have a valid driver's Licence to be able to drive the golf cart and/or the quad bike.

7.2 Grade B

- The Grade B shall have the same job description as Grade A.
- To serve a foot patrol officers

7.3 Grade C

- Be able to communicate clearly in English.
- Trained in the use of radio procedure.
- Work as the patrol and response facility for the area.
- Report potential risks to the manager.

8. OPERATING AND PROCEDURES MANUAL

The Service Level Agreement (SLA) is included as part of this document.

The Contractor shall, in conjunction with the Client and SLA, produce a detailed and specific Operating and Procedures Manual to the satisfaction of the Client prior to the commencement date in the event that this offer is accepted. The Operating and Procedures Manual will, after acceptance by both parties, be implemented by the Contractor and be available for inspection by the Client at the premises at all times.

The Operating and Procedures manual will be updated from time to time by agreement between the parties. The parties will both be entitled and obliged to initiate amendments or additions in response to altered circumstances.

Upon termination of the agreement for any cause, or at any time at the request of the Client, the Contractor shall promptly return to the Client the Operating and Procedures Manual.

For the purpose of this offer, it must be assumed that 3 No. copies of the manual will be distributed and kept up to date at all times.

The manual shall as a minimum contain the following:

1. Emergency services list.
2. Organization structure.
3. Job descriptions, responsibilities and authorities.
4. Guard deployment and hours of work.
5. List of documents in use.
6. Procedures for :
 - Radio control.
 - Patrols.
 - Incident reports.
 - Emergencies.
 - Evacuation procedures.
 - Shift handover.
 - Key control.
 - Contractors working in area.

- Stand-off locations and rules.

This is not an exhaustive list but should be used as an indication of the detail required in preparation of the manual.

NOTE : It is a specific requirement that no remuneration will be made until the manual has been accepted by the client.

9. **SERVICE LEVEL AGREEMENT**

Should this offer be accepted the Contractor shall produce, in association with the client, a service level manual. The contractor will then comply in all respects with the Service Level Manual from the commencement date and this Manual will be utilized by the Client as part of its assessment of the Contractor's compliance with its obligations under the contract documents.

The following requirements will form the basis of the Urban Improvement Precinct document:

10. **UIP: SECURITY PROVIDER SERVICE LEVEL AGREEMENT (FOR PUBLIC OPEN SPACE)**

The security contract forms one component of a holistic approach to urban management with the aim of ensuring a desirable urban environment within the precinct boundaries.

10.1 Quality of Personnel

It will be expected that the calibre and training of all the posts is suitable for deployment in an Urban Environment.

Any audit undertaken by the client or client representative that indicates a lack of competence will result in a reduction in remuneration for the period in question and removal of the persons found to be unsuitable.

On award of the contract, a suitable Service Level Agreement, based on the above example, with audit procedures will be agreed by both parties.

This will form the basis of evaluating the performance.

10.2 General

The quality of the precinct will be significantly impacted on by the quality of all aspects of the security service provided, and accordingly the Contractor acknowledges that only service of the highest quality and full compliance with all aspects of the law and any regulation having an impact or effect upon security services generally will be acceptable, in terms of this agreement and each term or condition is accordingly material and essential if these aims are to be met.

Ballito UIP:

Security Provider Service Level Agreement

November 2015

Contract deliverables:

The security contract forms one component of a holistic approach to urban management with the aim of ensuring a desirable urban environment within the precinct boundaries.

Core deliverables:

- To deliver an appropriate safeguarding solution / methods for the Ballito UIP inclusive of managing car guards
- Actively support the UIP Precinct and Security Manager:
 - To integrate security efforts/operations with Metro Police, SAPS and the CPF
 - Integrating the various private security company efforts / operations within the precinct
 - Building a stats database of incidents / reports relating to security issues that will be reconciled and distributed to all security companies, Metro and SAPS

1. Security Contract Manager:

1.1. Contact point for service deliver against the Service Level Agreement

2. Grade A Supervisor

2.1. Experienced, skilled, basic computer literacy, motivated and communicates in fluently in English

2.2. Reports to UIP management:

2.2.1. Telephonically contact UIP management and follow up with written electronic report once verified:

2.2.1.1. Crime / incident report

2.2.1.2. Major municipal defects

2.2.2. Daily

2.2.2.1. Electronic incident report by 09h00 – as per template provided

2.2.3. Monthly

2.2.3.1. Crime / incident report – as per template provided

2.2.3.2. Crime / bylaw statistics – as per template provided

2.2.3.3. Duty schedule for the previous month

2.3. Manages and supervises all UIP Security Officers (SO's)

2.4. Electronic / alarm patrol vehicle to have UIP supervisor cell number on hand

- 2.5. Armed response to report any incidents directly to UIP precinct manager
- 2.6. Operates as a mobile command centre
- 2.7. Ensures 24 hour on ground management of security staff
- 2.8. Provides daily and nightly shift reports
- 2.9. Supervisor to sign UIP instruction book in control room at commencement of shift
- 2.10. SO to be paraded before shift by supervisor ensuring dress code and equipment compliance and shift instructions are provided as per instruction book
- 2.11. Nightshift supervisor to conduct a nightly light audit within the precincts and reports defects to the municipality noting a reference number which is provided in electronic format to the UIP precinct manager every morning
- 2.12. Supervisor to establish all contractors and municipal service staff contact details who do any repairs in public areas
- 2.13. SO's to be briefed at shift change parade on recent incidents and description of suspects

3. Equipment to be Provided (as specified by the schedule provided):

- 3.1. UIP branded dedicated vehicle (half ton bakkie)
- 3.2. Call centre facility for reporting emergencies (UIP to provide 0861 number and cover line rental costs)
- 3.3. Duty supervisors is to carry a cell phone at all times 24/7
- 3.4. All SO's to be in radio contact 24/7
- 3.5. Real-time SO monitoring system with panic button to provided

4. SO management

- 4.1. Job Description developed for each post with the SO to carry a summary card of key tasks / responsibilities
- 4.2. SOs to carry summary card of key bylaws
- 4.3. SO's to sign in for every shift in OB indicating their grade and name
- 4.4. SO's to be paraded before duty for inspection
- 4.5. Every SO to be equipped with the following:
 - 4.5.1. Name badge with the preferred called name (easily readable)
 - 4.5.2. Hand radio in good working order with fully charged battery
 - 4.5.3. Baton
 - 4.5.4. Handcuffs
 - 4.5.5. pepper spray to grade C guard and higher
 - 4.5.6. Pocketbook and pen
 - 4.5.7. Night duty – handheld torches
- 4.6. SO dress code as specified by the UIP:
 - 4.6.1. Clean ironed non uniform
 - 4.6.2. Blue collared shirt with UIP branding
 - 4.6.3. Khaki pants and black belt
 - 4.6.4. Black sleeveless jersey with UIP branding
 - 4.6.5. Branded orange and black reflective jacket
 - 4.6.6. Standard black shoes and socks
 - 4.6.7. Wide brimmed hat UIP branded

- 4.6.8. Winter beanies UIP branded
- 4.6.9. UIP branded quarter sleeve
- 4.7. Change of SOs to take place at posts and not control room
- 4.8. All SO's to take meal breaks close to their posts but out of the public eye – they are to remove the UIP quarter sleeve and bid while on meal breaks
- 4.9. No smoking on duty of any guard while in UIP branded quarter sleeve
- 4.10. No SO's to lie down while resting between patrols
- 4.11. No cell phone earpieces to be worn by SO

5. Arrest incentives

- 5.1. R500 will be provide by the UIP to any SO apprehending graffiti vandals while defacing property or making a schedule 1 arrest as set out in the Criminal Procedure Act
- 5.2. R500 will be provide by the UIP to any SO apprehending plant thieves or vandalism of any sort
- 5.3. An incentive for arrest of suspects (must include a SAPS case number) – details to include:
 - 5.3.1. Detailed OB report
 - 5.3.2. SO name
 - 5.3.3. SAPS case number

6. Managing of car guards:

- 6.1. Removal of illegal car guards from the precinct
- 6.2. A chart to be placed in the precinct management office providing a head and shoulders photo and name of all car guards working within the precinct
- 6.3. Accreditation and security check of all car guards to be conducted before appointment and thereafter once per year
- 6.4. Detailed roster with demarcated management area plan to be drafted and enforced
- 6.5. Dress code and equipment:
 - 6.5.1. Name badge with photo
 - 6.5.2. Clean and ironed uniform
 - 6.5.3. Branded and numbered jacket
 - 6.5.4. Standard black shoes and socks
 - 6.5.5. Standard hat
 - 6.5.6. Car guard radio
- 6.6. Training to be provided as required
- 6.7. Car guards required to maintain / clean the demarcated manage area
- 6.8. No hanging of bags on trees or sitting on crates or bins
- 6.9. Weekly meeting with the UIP Security Manager or as and when required
- 6.10. A schedule to be kept of vehicle theft and theft out of vehicle detailing where the vehicle was parked and which car guard was managing the area at the time – if it appears that the car guard could be involved a poly-graph test is required to be completed

7. By-laws to be enforced

- 7.1. All relevant municipal bylaws are to be enforced wherever possible including but not limited to informal trading, litter control, advertising and distribution of pamphlets in a public space, metered taxis and vehicle based loitering etc. this will be specified on an ongoing basis by the UIP

8. Incident Protocol

- 8.1. In the event of any death in public areas or private property, whether natural death or not, the SAPS to be immediately called – the scene of the death not to be tampered with in any way – secure scene until SAPS arrives
- 8.2. SO at scene of incident stands down and radios supervisor
- 8.3. Supervisor contacts the security manager and UIP precinct manager
- 8.4. Security company control room to contact SAPS / Metro Police / emergency services as required
- 8.5. Supervisor monitors situation and takes the necessary notes from complainant, victim and witnesses:
- Names
 - Address
 - Telephone numbers
- 8.6. Any other relevant information
- 8.7. SO stands down until released by SAPS or supervisor
- 8.8. SO reports to supervisor who logs OB

9. Incident Reporting:

In the case of any serious offence or incident being reported within the precinct which results in loss of life or serious bodily harm to a victim the following communication protocol is to be followed:

- 9.1. Control room to immediately notify security manager
- 9.2. Supervisor to immediately call UIP precinct manager and email at the earliest possible time with the following incident information:
- What happened
 - Who was involved with contact details
 - Where did it happen
 - When: date and time
 - Follow up action
- 9.3. Once the facts are verified the UIP security manager will contact / email report to UIP directors
- 9.4. Emergency 0861 number communication protocol
- 9.4.1. UIP security manager is immediately informed of all emergencies /complaints
- 9.4.2. Necessary resources (armed reaction, fire department ambulance etc.) are dispatched from the control room.

- 9.4.3. Incident report is generated for all serious incidents
- 9.4.4. Both guarding and electronics / alarm divisions are notified

10. Electronic and Guarding division incident protocol

- 10.1. On activation of an electronic division (armed response) call out / alarm response the UIP supervisor on duty is to be immediately notified and will respond to the call out in support of armed response

11. Payment

- 11.1. According to the Conditions of Contract

12. Performance penalties

Any SO who does not conform to the above requirements will:

- 12.1. Be notified in writing in the instruction book of the failure to conform
- 12.2. Attend to the non conformance within 1 hour
- 12.3. If a repeat non conformance takes place within 30 calendar days of the first then the shift value will be deducted from the monthly invoice
- 12.4. If a repeat non conformance takes place within 30 calendar days of the second then the security guard shall be removed from the contract and a shift value will be deducted
- 12.5. Any security guard who does not present him/her self for duty will be replaced for that shift within 1 hour by the guarding company. Failure to replace the guard with an equal or better grade guard shall result in the deduction of one shift value for each occasion.

PART 4

CONDITIONS OF CONTRACT FOR SECURITY SERVICES

PART 4

CONDITIONS OF CONTRACT FOR SECURITY SERVICES

1. INTERPRETATION AND DEFINITIONS

Interpretation The headings in these contract documents are used for ease of reference only and will have no bearing on the interpretation of the terms of these contract documents. Such headings shall not be deemed to govern, limit modify or affect the scope, meaning or intent of the provisions of these contract documents or any part thereof; nor shall such headings otherwise be given any legal effect.

Law applicable This agreement shall be interpreted and construed in all respects in accordance with the law of the Republic of South Africa.

Definitions

Agreement means the agreement (on the terms and conditions set out in these contract documents) which will come into effect between the parties should the Client accept this offer in writing within thirty days of signature on behalf of the Contractor.

Benefits and/or Employees Benefits includes schemes and/or funds which the Contractor is required or obliged to pay contributions to on behalf of its employees whether in terms of those employees contracts of employment or by operation of law.

Client means the party referred as such on the front page of this offer and the Client chooses as its address for purposes of all notices and service of documents contemplated in these contract documents the address set out under the Client's particulars on the front page.

Commencement date means a date as agreed with the contractor and being the date from which the Contractor will meet its obligations as recorded in these contract documents should this offer be accepted by the Client.

Contract documents means the offer and the schedules which will become a valid and binding agreement between the parties in the event of acceptance by the Client and which incorporates the manuals and other documents referred to in the contract documents.

Contractor means the offeree and party referred to as such on the front page of this offer and the Contractor chooses as its address for purposes of all notices and service of documents contemplated in these contract documents the address set out under the Contractor's particulars on the front page.

Contract Price means the sum set out in the price schedule to this offer or as amended by negotiation and agreement prior to award.

Client's Representative means the **Precinct Manager** appointed by the Client and communicated as such to the Contractor in writing.

Initial period means the period of 3 years as from the commencement date and will be the period for which the contract will subsist if the offer is accepted save that the initial period may be extended by the Client (in accordance with these contract documents) or by negotiation or the agreement terminated by a party where the contract documents entitle a party to do so.

Law or regulation includes all laws, regulations, determinations and/or collective agreements having application to the parties or the Contractors personnel and without limiting the generality of this statement include those which are specific to the private security industry, to employees and employment, to safety and/or to benefits.

Manuals means the Standing Orders and Procedures Manual; the Operating Procedures Manual; and the Service Level Manual; all of which are incorporated in these contract documents by reference.

Parties means the Client and the Contractor.

Precinct means the Ballito Urban Improvement Precinct.

Schedules means the schedules attached to this offer all of which are part of the offer and contract documents and incorporated in the agreement should this offer be accepted.

Security personnel and/or personnel means the Contractor's security personnel who will carry out the obligations of the Contractor as set out in these contract documents and the manuals at the premises.

Specialised security services means the security services detailed in these contract documents.

Termination date means the date, calculated by adding the initial date to the commencement date and being the date upon which the agreement will terminate in the event of this offer being accepted save where the contract is terminated or extended in accordance with the provisions of these contract documents.

Remuneration means the sum of money, calculated on a monthly basis for the services rendered during the period in question.

2. **COMMENCEMENT DATE AND DURATION**

If the offer is accepted the agreement will commence on the commencement date and shall endure for the initial period (save if terminated in terms of these contract documents) where after it will terminate save that the Client shall have the option to renew this agreement for further periods of twelve months each.

The Client shall exercise the option by giving the Contractor thirty days written notice of renewal prior to end of the initial period in which event the agreement (including this clause) will be extended on the same terms and conditions for a further period of twelve months.

3. **SUPPLY OF SERVICES**

The specialized security services which the Contractor shall provide during the subsistence of the agreement shall include:-

The overall safety, security and good order of the precincts, and all personnel and property thereon, on a 24-hour basis;

The general guarding and patrolling of the precincts;

The conducting of security inspections, searches and investigations when necessary or when required by the Client;

The patrolling of the precincts and the immediate reporting to the Clients' Representative of any potential security, safety or fire hazards;

Upholding and enforcing the Clients standard health, safety, security, environmental and other policies, standards and regulations;

Additional services as defined in the Schedule of Requirements, as instructed in writing by the Client from time to time and as recorded in the Manuals.

The Contractor shall furthermore:-

Provide the security and support personnel set out in the Schedules of Requirements at the precincts for the purposes of the services under this agreement;

Provide such relief personnel as may be necessary to promptly relieve any security personnel that may be temporarily or permanently unable to efficiently discharge their functions;

Make available to the Client at the precincts on a 24-hour basis, the equipment described in Schedules of Requirements for use by the security personnel;

Perform all services in accordance with the directions and instructions of the Client's representative.

4. **PARTIES REPRESENTATIVES**

The Client's first representative is the person defined above and Client shall thereafter be entitled, from time to time by written notice to replace its representative or to appoint additional representatives.

The Contractor's first representative shall be the person defined above. The Contractors shall be entitled, from time to time by written notice to the Client, to replace its representative subject to the approval of the Clients representative, which approval may not be unreasonably withheld.

The Contractor shall ensure that its representative is a person approved by the Client's representative and having authority from the Contractor to represent it in all matters is available at all times, and with whom the Clients representative can liaise at any time of the day or night.

5. **REMUNERATION**

In consideration for the services to be provided by the Contractor and for the initial period the Client shall pay the Contractor monthly the monthly contract price as recorded in the price schedule.

Interim adjustments to remuneration will only be considered by the Client if unforeseen changes, external to the Contractors firm, are imposed on the Contractor causing an increase in cost of employment. The Client must be informed immediately of any potential changes, which will only become effective when accepted in writing by the Client.

The remuneration:-

Is inclusive of all services and Contractors equipment to be provided under this agreement;

Shall be submitted with full supporting documentation of the services being charged for and accompanied by a Vat Invoice.

Should:-

Either party dispute any variation or claimed variation in remuneration; or

The parties be unable to agree upon a fair and reasonable monthly remuneration; the dispute shall be referred to the Clients external auditor for determination.

In making a determination, the auditor shall:-

Act as an expert and not as an arbitrator;

Approach the issue impartially;

Be entitled to consult with, or obtain assistance from any source;

Issue a written decision as soon as is reasonably possible.

The auditor's determination of the issues referred to him shall:-

Be final and binding on both parties, and

The auditors' cost will be shared equally between the parties.

6. **PAYMENT**

The Contractor shall, in respect of amounts owing to it by the Client for each month during this agreement, send to the Client, an original Vat invoice which:-
Reflects the Clients order number;

Shows Vat separately;

Shows all deployments, grades, equipment and unit cost for the period of the invoice.

Notwithstanding anything to the contrary elsewhere, the Client shall not be liable to pay any portion of the remuneration unless and until the Contractor has furnished the Client with:-

The original Vat invoice;

Proof of Insurances and Registration under the Compensation and Occupational Injuries and Diseases Act has been lodged with the Client and is current.

The remuneration shall be paid monthly, in arrears, within 30 calendar days of receipt by the Client of the documentation aforesaid.

Payment shall be made to the Contractor in SA Rands either by cheque or by electronic transfer into a South African Bank account nominated by the Contractor.

The Contractor shall be liable for all taxes, duties and levies that may be imposed on it by any public authority and the Contractor shall ensure timeous payment. The Client shall be entitled to deduct any such tax, duty or levy from the remuneration where that is required by law.

7. **THE CONTRACTOR'S OBLIGATIONS**

The Contractor shall, at its cost:-

Personnel

Provide a prompt, efficient and courteous professional security service including the personnel required who will act in that fashion at all times in accordance with this agreement.

Ensure that all the security personnel, relief personnel and any other personnel (collectively "the personnel"):-

Are of sober habits, well presented and courteous;

Are fluent in English;

Are registered with the Security Industry Regulatory Authority Boards ("SIRA");
Each of the supervisory personnel must be in possession of a current unendorsed code 8 driving license;

Have the minimum qualifications for each grade as set by SIRA;

Must be trained in fire protection, first aid and safety;

Meet the requirements of any law or regulation having application to their position as security personnel including those relating to the carrying of firearms;

Are paid promptly and properly in terms of all and any law or regulation having application to them and also in accordance with their appropriate grades as conveyed to the Client and all deductions made from their remuneration of whatsoever nature will be paid promptly and in full to the applicable authority or scheme.

Establish and change shift as agreed with the Client.

Provide the Client's representative with a list of the names of the personnel who will carry out the Contractor's obligations in terms of this agreement. The list is to be updated as personnel changes are made.

On written request from the Client promptly remove and replace any member of personnel which the Client believes is incapable of performing his duties, is incompetent, has breached any regulation, is guilty of misconduct or is guilty of any act or omission which is prejudicial to the Client's interests.

On written request from the Client, provide, within **24** hours, proof of personnel training in fire protection, first aid.

On written request from the Client provide, within **24** hours proof of payment to or on behalf of personnel as contemplated above and/or proof of the grade of the personnel member or members concerned.

Uniforms and Equipment

Ensure that all its personnel are, at all times whilst on duty, appropriately and neatly dressed in the UIP specified distinctive uniforms which are in good condition, provided by the Contractor for the appropriate seasons Such uniforms to be approved in advance by the Client in writing. If the Client requires that identification cards be displayed at all times, these shall be controlled and maintained in good order by the Contractor. At all times the personnel that are not on duty shall deposit the ID cards with the supervisor until required.

Ensure that all personnel are, at all times whilst on duty, fully and appropriately equipped to enable them to perform their duties properly and to deal with all reasonably foreseeable eventualities.

Surveillance and creation of Secure precincts

Maintain surveillance of all the Clients precincts in accordance with the Clients operating procedure.

Responsible for the proper and efficient management and operation of the security systems using material and equipment supplied by the Client and/or the Contractor.

Action, Reporting and Co-operation

Take all actions reasonable necessary to prevent, counter and to deal promptly with, all criminal activity, unauthorized access to or egress from the precincts, or any portion thereof, breaches of security of the Clients regulations, fire, damage to property, hazardous conditions, and all incidents which are prejudicial or potentially prejudicial to

the safety or security of persons or property on the precincts, or to the good order and administration of the precincts.

Immediately report all criminal activity, breaches and incidents to the Client's representative.

Ensure that the security personnel on duty at the precincts are visited and monitored during the course of their duties on a regular basis by members of the Contractor's inspectorate division and the Contractor's operations manager or senior members of the Contractor's management personnel, to ensure and verify that such security personnel are performing their duties in compliance with the provisions of this agreement and operating procedures.

Co-operate with the Clients personnel and appointed agents.

Report and hand in all lost property to the Client's authorized nominee, and ensure that a corresponding entry is made in the relevant register.

Investigations and Follow-ups

Investigate security-related and fire-related incidents at the Client's instance, including, but not limited to, the taking of statements, compilation of dockets and liaison with police and other public authorities.

Ensure that personnel implement a pocket-book incident-recording system, and that reasonable and appropriate corrective or preventative action is taken.

Where required by the Client, record statements for the purpose of the Clients internal enquiries.

Records and Registers

Maintain, in a form and manner and at a place approved by the Client in writing, the records and registers in the Schedule of Requirements which will be open for the Clients audits at all times.

Adequate copies of all forms are to be available to replenish used stock at all times.

Job Descriptions, Site Orders and Disciplinary Code

The Contractor must, prior to the commencement of the contract, agree upon job descriptions ("the job descriptions") with the Client's representative. The job descriptions in the Schedule of Requirements are enclosed for guidance only.

In consultation with the Client's representative issue instructions, by written site orders through its site manager/supervisor, to address incidents and occurrences not covered by the job descriptions.

Maintain a disciplinary code that complies with all labour legislation, and which code is to be applied in a fair and consistent manner.

Safety, Fire Protection and Maintenance

Ensure that its personnel will assist the Client in dealing with serious injury on duty, general fire fighting, and the rendering of first aid, ambulance duties and other emergencies.

Operating and Procedures Manual

Contractor shall write and produce in typed, bound format the Operating and Procedures Manual for the precincts approved by the client and meeting the minimum requirements indicated in the Schedule of Requirements.

8. THE CLIENTS OBLIGATIONS

The Client shall:-

Provide the Contractor with the names and contact telephone numbers of the authorized representative/s whom the Contractor may contact in the event of an emergency after normal working hours.

Permit the Contractor's personnel access to the precincts; provided that the Client shall be entitled, without prejudice to its other rights, to deny such access at the risk and expense to the Contractor in the event that the Contractor is not able (and for the period of such inability), when required to do so, to produce proof to the satisfaction of the Client of compliance with any term or condition of this agreement, including compliance with the Client regulations, all relevant laws and regulations and insurance requirements.

Permit the security personnel to utilize such ablutions as may be designated by the Client at the precincts from time to time.

9. COMPLIANCE WITH LAWS AND POLICIES

The Contractor and the personnel shall at all times comply with:-

All laws and regulations and any laws and bylaws;

The Clients regulations;

All relevant permits, licenses, approvals and the like of all public authorities;

Each term of these contract documents all of which are material and essential.

10. OWNERSHIP AND RISK

The Contractor shall:-

Remain the owner of, or the holder of, the rights in and to all equipment supplied by the Contractor other than where these contract documents indicate otherwise;

Bear the cost of loss and of damage to the Contractor's equipment.

The Client shall, at all times, be the owner of all the Client equipment and shall carry all risks except in respect of willful damage by the Contractor and/or its personnel.

11. **INSURANCE**

The Contractor undertakes, at its cost, to obtain and maintain the following insurances with an Insurance Company and on terms and conditions approved by the Client in writing, and to maintain same in force and for the duration of this agreement:

Public liability insurance for the sum of R5million (Five Million Rand) per event; and Employees' liability insurance for the sum of R5million (Five Million Rand) per employee. The Contractor shall exhibit the relevant policies and premium receipts to an authorized representative of the Client no later than the commencement date and thereafter at any time immediately upon request.

The Client will maintain its usual insurances in respect of the Clients equipment.

12. **THE CONTRACTOR'S WARRANTIES AND UNDERTAKINGS**

In addition to the warranties recorded in the offer the Contractor warrants and undertakes that:-

all the Contractor's equipment will, as at the commencement date, be in good condition and in good working order, and will, for the duration of this agreement, be maintained in good condition and in good working order;

none of the personnel to be deployed in terms of this agreement have been convicted of a criminal offence involving dishonesty, violence or substance abuse of any nature, or of any offence that has resulted in such member of personnel being sentenced to imprisonment without the option of a fine. No personnel who are facing criminal charges may be deployed on site unless written approval is obtained from the Client;

it will promptly repair or replace any Contractor's equipment that is lost, damaged, destroyed, or stolen or which ceases to work efficiently so that the Client's security requirements are at all times fulfilled;

ensure that all personnel have successfully completed a fire fighting training course accredited by the SIRA, and have done adequate field experience in such security functions as they will be called upon to carry out in order to fulfill the Contractor's obligations in terms of this agreement;

To ensure that all personnel has successfully completed a first aid course accredited by the SIRA.

To ensure that all personnel receive ongoing training applicable to the job description and that they meet and continue to meet each and every requirement of law or regulation that applies to them;

it is, and will remain, in good standing with SIRA and the Unemployment Insurance Fund and any other statutory or private fund or scheme it is obliged to make contributions to whether on its own behalf or no behalf of its personnel;

To timeously perform all its obligations in terms of this agreement and that it appreciates and agrees that each term or condition of this agreement is material;

That, at all times, its employees on the precincts will have the necessary radio / cell phone equipment to enable them to make contact, on a 24-hour basis, with the Contractor's inspectorate division.

13. **RECORDS AND ACCESS**

The Client shall be entitled to have access at all reasonable times and on demand to the employment and deployment records of all members of the Contractor's personnel.

All such records and registers shall be and remain the property of the Client.

The Client shall furthermore be entitled to access at all reasonable times and on demand to any other document, manual or record of whatsoever nature which deals with the Contractor's compliance with this agreement or the Contractor's payment to and/or on behalf of its personnel in terms of law or regulation having application to them.

14. **VARIATIONS**

The Client shall be entitled by written variation order issued on 30 days, or less if mutually acceptable, written notice to vary the numbers of security personnel to be provided by the Contractor in terms of this agreement and in that event:

The remuneration shall be fairly and reasonably adjusted by the Clients representative, taking into account all relevant factors including the rates in the Form of Tender, and any increases confirmed by written notification between the parties; and

The terms and provisions of this agreement shall otherwise apply in respect of such varied security personnel.

In the event that the Contractor disputes the adjustment of the remuneration by the Client, it shall notify the Clients representative in writing, within 14 days of receipt of the notice. The dispute shall, if unresolved, be referred to the Clients auditors as provided above. Should no notice be given within such period, the determination by the Clients representative shall be final and binding.

15. **INDEMNITY**

The Contractor indemnifies the Client and undertakes to hold it harmless against all claims which may be made against the Client, and against all losses, damages and costs (including legal costs on an attorney and own Client scale) which the Client may incur, or suffer arising out of or in connection with any act or omission on the part of the Contractor, its agents, officers, employees or subcontractors, except to the extent to which such claims, losses, damages and costs arise out of, a proven, unlawful and willful

or negligent act or omission of the Client or its employees.

16. **SET-OFF**

The Client shall be entitled to set off against any monies due by it to the Contractor all indebtedness (including damages that are properly specified) of the Contractor to the Client arising out of this agreement.

If such indebtedness is not liquidated, set off shall operate to the extent of the amount which, in the written opinion of the Clients auditors, is the value of the claim which the Client has against the Contractor, without prejudice to the rights of either party to have the amount determined by arbitration, litigation or otherwise.

If after such set off, the indebtedness is determined in an amount different to that assessed by the auditors; the party to which money is owed shall be entitled to recover it from the other.

17. **SUBCONTRACTING AND CESSION**

The Contractor may not, without the prior written consent of the Client, in each instance, sub-contract any of its obligations in terms of this agreement. Such consent shall not relieve the Contractor of any of its obligations, and it shall be responsible to the Client for the acts and omissions of its sub-Contractor as if they had been acts and omissions of the Contractor.

The Contractor may not, without the prior written consent of the Client, cede or assign any of its rights or obligations in terms of this agreement to any other person without the prior written consent of the Client. However, if in any circumstances this consent is given to the Contractor, the Contractor shall be obliged and hereby does bind itself as surety and co-principal debtor with the third party for the due performance by the third party of all its obligations in terms of this agreement.

The Client may cede or assign its rights and obligations to any third party, subject to binding itself as surety and co-principal debtor with the third party for the due performance by the third party of all its obligations in terms of this agreement.

18. **PROTECTION AND RIGHTS**

If the Contractor fails to comply with any obligation imposed upon it by this agreement, the Client shall, without prejudice to any other rights it may have, be entitled, but not obliged, to effect such compliance at the risk and expense of the Contractor, and to recover the costs and expenses of doing so from the Contractor.

The Contractor shall have no claim against the Client, or defense to any claim by the Client, arising out of any act or omission on the part of the Client arising from or connected with effecting or attempting to effect such compliance or, even if the Client has undertaken to effect such compliance, failing to do so properly or at all.

19. **CONTRACTOR NOT AGENT OR EMPLOYEE**

Neither the Contractor nor any of its employees, agents or sub-Contractors is or will be deemed to be an agent or employee of the Client. The Contractor's personnel are employed by the Contractor and remain under the direction and control of the Contractor in all respects.

The Contractor warrants that it has informed all personnel and will inform all new personnel by including an appropriate provision in their contracts of employment that this contract is for the provision of specialized security services which the Contractor is able to supply on an independent basis and that in so doing none of the personnel will become or will be deemed to become employees of the Client.

The Contractor undertakes that neither it nor any of its employees, agents or sub-Contractors will hold out at any time that they represent, act for or, in any other manner whatsoever, are associated with the Client other than as independent Contractors providing specialized security services.

20. **OCCUPATIONAL HEALTH AND SAFETY**

The Contractor accepts that it is an "employer" in its own right as defined in the Occupational Health and Safety Act, 1993, as amended or replaced from time to time ("the OHS Act), and that it must fulfill all its obligations as an employer in terms of the OHS Act and the Regulations there under ("the OHS Regulations").

The Contractor warrants that it is familiar with all the relevant sections of the OHS Act and OHS Regulations, and that it has taken, and will continue to take, all the steps necessary to comply with the OHS Act and OHS Regulations.

On or before the commencement date:-

The Contractor shall appoint a safety co-ordinator to liaise with the Client on matters pertaining to safety;

The Contractor shall provide the Client with a signed copy of the Clients standard agreement in terms of section 37(2) of the OHS Act.

The Contractor shall immediately, and in writing, advise the Clients safety department of any hazardous situation which may arise from work being performed by the Contractor at the precincts.

21. **ARTICLES OR SUBSTANCES SUPPLIED BY THE CLIENT**

No article or substance belonging to the Client may be used without the Client's prior written consent unless otherwise provided for in this agreement.

Where any article or substance is made available or supplied to the Contractor, including but not limited to the Clients equipment, the Contractor shall take all steps necessary to ensure, as far as is reasonably practicable, that the article or substance complies with all

the requirements prescribed by the OHS Act and the OHS Regulations and will be safe and without risks to health when properly used.

The Contractor indemnifies the Client from any claims, losses, damages or costs (including legal costs on an attorney and own Client scale) incurred by the Client arising out of, or in connection with, the use by the Contractor of any article or substance supplied by the Client.

Risk of loss of, damage to or arising out of any article or substance supplied by the Client, including the Clients equipment, shall be with the Contractor from the date of delivery to the Contractor until returned to the Client. This provision excludes normal wear and tear, which remains the responsibility of the Client.

22. **OCCUPATIONAL INJURIES AND DISEASES**

The Contractor warrants that it is duly registered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993 ("the COID Act");

The Contractor shall ensure compliance with the COID Act, as amended or replaced from time to time, including the timeous payment of all assessments payable in terms of the COID Act, and shall, by commencement date and thereafter at any time on request, provide the Client with written proof of Compensation Fund registration for the Contractor and with a certificate of good standing issued by the Compensation Commissioner;

Notwithstanding anything to the contrary elsewhere, the Contractor hereby indemnifies the Client against all claims, losses, damages and costs (including attorney and own Client legal costs) arising out of, or in connection with, the death of, injury to or disease contracted by, any employee (as defined in the COID Act) of the Contractor or any subcontractor.

23. **LIENS**

The Contractor hereby waives any lien or right of retention it may have over any equipment, tools or other articles owned, held or supplied by the Client.

24. **BREACH**

If the Contractor:-

Breaches any of the provisions of these contract documents that is capable of being remedied and fails to remedy such breach within 7 days of a written notice from the Client calling upon the Contractor to do so; or

Takes steps, or has steps taken against it, for a compromise with any of its creditors, winding up, judicial management or deregistration; or

Commits, or has committed, an act which would be an act of insolvency as defined in the Insolvency Act No. 24 of 1936 (as amended or replaced) if committed by a natural person prior to or during the currency of this agreement;

Sells a major part of, or all, of its shares and thereby precipitates a major change in the management of the company;

the Client shall be entitled, in addition and without prejudice to all other remedies at law, including the right to claim damages, to cancel this agreement.

25. **CONFIDENTIALITY**

The Contractor undertakes that all information which it has, or obtains, at any time relating to Client, including but not limited to technical and commercial information, which is not available on request to the general public shall be kept confidential and shall not be disclosed by the Contractor and its sub Contractors, or by their officers, employees and agents, to any third party.

The Contractor shall not be in breach of clause 25 to the extent that it discloses confidential information, referred to in clause 25, to those of its officers, employees, consultants, sub Contractors or agents who need such information properly to perform their duties, however such information shall not directly or indirectly be used by the Contractor and its subcontractors, or by their officers, employees and agents for their own benefit or the benefit of any third party.

The Contractor shall, on demand, obtain secrecy undertakings in the form specified by the Client from any subcontractor, officer, employee or agent of the Contractor.

The Contractor agrees not to use the name of the Client, or any of Client's brand names or trade marks or any other intellectual property of the Client, in publicity releases or advertising, or for other promotional purposes, without the prior written consent of the Client.

The provisions of this confidentiality clause shall survive the cancellation or termination of this agreement for any reason, and shall remain binding on the Contractor in perpetuity.

26. **EMPLOYMENT ISSUES AND DISPUTES**

The Client shall neither be liable for, nor party to, any labour dispute involving the Contractor and any of its employees.

In the event that the Contractor contravenes:-

Any labour legislation including, but not limited to, the Labour Relations Act and the Basic Conditions of Employment Act; or

Any collective agreement concluded in a bargaining council or any sectorial determination that regulates terms and conditions of employment; or

A binding arbitration award that regulates terms and conditions of employment; or

the provisions of any employee benefits legislation including but not limited to retirement scheme legislation and/or medical scheme legislation; or

A determination by any other legally constituted body governing the Contractor's industry;

The Client shall be entitled, but not obliged save if required by law, to make payment of any such amount which will become a debt immediately due, without any requirement of demand by the Contractor to the Client. Without prejudicing the Client's right, in this event, to terminate the agreement summarily and without notice, the Contractor shall pay interest on any such amount due by it to the Client at the prime overdraft rate from time to time of the Client's principal bankers calculated from the date the cause of action arose to the date of payment.

A certificate signed by a manager of the Client's principal bankers setting out the prime bank overdraft rate and the date and extent of any changes thereto shall be prima facie proof of its contents.

27. **EMPLOYEES TAX PROVISIONS**

The Contractor agrees that the Client will be entitled but not obliged insofar as this is the obligation of the Contractor to deduct employees' tax from remuneration payments due to the Contractor at the rates and in the manner provided for in the Income Tax Act No. 58 of 1962 (as amended or replaced from time to time) ("the ITA"), unless the Contractor provides evidence to the satisfaction of the Client that:-

The Contractor has been issued with a certificate of exemption ("the IRP30") by the Commissioner for Inland Revenue ("the CIR") in terms of paragraph 2(5) of Part II of the Fourth Schedule of the ITA (or its successor) and such IRP30 is current; or

The Client is not liable to deduct employees' tax from remuneration payments due to the Contractor in terms of the ITA; or

The CIR has issued an authority ("the tax authority") in terms of paragraph 2(1) of Part II of the Fourth Schedule of the ITA relieving the Client of its obligation to deduct employees' tax, and that such tax authority is current.

Where the Contractor has been issued with an IRP30, or a tax authority is in place, the Contractor shall renew such IRP30 or tax authority timeously and shall keep it current for the duration of this agreement: Provided that in the event that the IRP30 or tax authority is cancelled or not renewed for any reason, the Contractor shall notify the Client in writing within 3 days of such cancellation or expiry.

The Contractor shall immediately, and in any event prior to accepting any further payments from the Client, notify the Client's representative in writing of any change of fact or circumstance that affects, or which may affect, the Client's liability to deduct employees' tax from remuneration payments due to the Contractor in terms of the ITA.

The Contractor undertakes to indemnify the Client against all claims, losses, damages and costs (including legal costs on an attorney and own Client scale) arising out of, or in connection with, the non-deduction by the Client of employees' or other tax from any payment due to the Contractor.

28. **MEETINGS AND REPORTS**

The Contractor shall:-

Ensure that the Contractor's representative attends all meetings that may be convened by the Client relating to the services or the Contractor's personnel;

Submit written reports to the Client relating to the services and the Contractor's personnel, including detailed breakdowns of all amounts paid by the Contractor to the Contractor's personnel during any given period, and any other information relevant to the services, if required by the Client's representative from time to time in a form and manner acceptable to the Client;

At the Client's request convene any meetings relevant to the services and keep, prepare and circulate minutes thereof.

29. **MISCELLANEOUS LEGAL PROVISIONS**

This is the whole agreement between the parties, containing all of the express provisions agreed on by the parties with regard to the subject matter hereof.

No party may rely on any representation that allegedly induced that party to enter into this agreement, unless the representation is recorded herein.

No agreement varying, adding to, deleting from or cancelling this agreement, and no waiver of any right under this agreement, shall be effective unless in writing and signed by, or on behalf of, the parties.

No relaxation by a party of any of its rights in terms of this agreement at any time shall prejudice, or be a waiver of, its rights (unless it is a signed written waiver), and it shall be entitled to exercise its rights thereafter as if such relaxation had not taken place.

This agreement may be signed by the parties in any number of counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same agreement.

If any provision of this agreement is, or becomes, invalid or unenforceable, it shall be severable from the rest of the agreement, which shall continue to be binding on the parties.

Headings of clauses are inserted for the purpose of convenience only and must be ignored in the interpretation of this agreement. Unless inconsistent with the context, words signifying any one gender will include the other, words signifying the singular will include the plural and vice versa, and words signifying natural persons will include artificial persons and vice versa.

For the purposes of this agreement:-

"Day" means a calendar day;

"Business day" means any day other than a Saturday, Sunday or official Public Holiday in the Republic of South Africa;

"Month" means a month calculated from a particular day in one month to the day before the day numerically corresponding to it in the following month;

"Calendar month" means one of the 12 months of the year from the 1st to the last day of such month;

Whenever any number of days is prescribed, it excludes the first and includes the last day unless the last day falls on a Saturday, Sunday or official Public Holiday in the Republic of South Africa, in which case the last day will be the next succeeding business day.

The various documents forming part of this agreement are to be taken as mutually explanatory. In the event of any conflict or inconsistency, the provisions contained in the main body of the agreement will prevail. Since the provisions of this agreement have been settled by negotiation, the rule of construction that clauses shall be interpreted against the interests of the party principally responsible for drafting shall not apply.

30. **NOTICES AND DOMICILIA**

Unless otherwise specified, any notice or communication in terms of this agreement:-

Must be in writing to be effective;

Must be sent by hand or prepaid registered post to the addresses, set out on the front page of these contract documents which addresses the parties select as their respective domicilium citandi et executandi.

Either party may change its address to any other address within South Africa. Such change will only take effect upon receipt, or deemed receipt, of such notice by the other party.

Any notice or communication shall:-

If delivered by hand during business hours to the person apparently in charge of the precincts selected by the addressee for the delivery of notices, be deemed to have been received on the date of delivery;

If sent by prepaid registered post to the selected address, be deemed to have been received 10 days after posting; and

Any written notice or communication which has actually been received by a party shall be regarded as sufficient notice even if it has not been sent in the manner or to the address / telefax number provided for above.

SIGNED AND ACCEPTED at _____ this _____ day of _____
20_____

WITNESSES

1 _____
2 _____

For **THE CLIENT** who hereby warrants
that (s) he is duly authorised to sign this
agreement on its behalf

Full names:

Designation:

WITNESSES

1 _____
2 _____

For **THE CONTRACTOR** who hereby warrants
that (s) he is duly authorised to sign this
agreement on its behalf

Full names:

Designation: