

**Request for Bid (RFB) for
2 x new Netball courts
John Vorster Technological High School**

Bid: #2021-03

Issued by:

John Vorster Technological High School

**All required bid documents/copies must be submitted
No later than 2 PM
22/10/2021 per e-mail to :**

Email addresses :

terreinbestuurder@htsjv.co.za
juriewalker@gmail.com

LATE BIDS WILL BE REJECTED

For further information regarding this RFB contact
HTSJV Site manager: Michael j van Rensburg
And/or Sport committee chairman: Jurie Walker

Email: terreinbestuurder@htsjv.co.za
juriewalker@gmail.com

Issued: 9 December 2021

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1. General Information and Scope

John Vorster Technological High School through the school governing body, requests bids to establish a contract for the following:

1. Design and construct 2 x new Netball courts that can double as a tennis court
2. This tender should include all costs for the whole process
3. Once the construction has been completed, the school will then sign off on the construction

Retain a copy of these Bid documents for your files. Should you receive an award, these Bid documents become your contract terms and conditions.

Definitions:

The following definitions are used throughout the RFB documents:

Bidder/Vendor means a company or individual submitting a bid response to this RFB

Engineer means bidder awarded the contract (Bidder's appointed professional engineer Registered with all the relevant councils who will take full design and oversight responsibility.)

RFB means Request for Bid

School means: John Vorster Technological High School

SGB means School governing body

2. Pre-Bid Vendor Conference and/or Pre-Bid Site Visit

IF a site visit is needed please arrange it with the terrain manager and Jurie Walker beforehand

- terreinbestuurder@htsjv.co.za
- juriewalker@gmail.com

Questions

If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFB they shall notify the terrain manager, named below of such error and request a modification or clarification.

Any communications or questions regarding the specifications, or special conditions of bid should be written and submitted to terrain manager as soon as possible, but no later than **22/12/2021**. The site manager will respond to questions if necessary, by issuing an official addendum, once the tenders are received to all potential bidders, per e-mail

Any correspondence or questions submitted must include the bid number

Submit questions in writing via email to: Michael Janse van Rensburg

Email: terreinbestuurder@htsjv.co.za

Method of Bid

Bidder must submit a **total price as designated**. All prices must be quoted in RSA rands.

3. Bid Submission

Bidders must submit **one copy per e-mail** including all required materials for acceptance of their bid by the date and time listed on the Bid Cover Sheet. Any bids received after that time and date will be rejected.

4. Bid Response Requirements

In order for your bid to be considered, the following information must be provided by the due date and time listed on the bid cover page. Failure to include any required documents will disqualify your bid. Include an original and a copy:

- 4.1 Signature and Authority Affidavit Form, Attachment A (Acknowledge addendum(s) if any.)
- 4.2 References Sheet, Attachment B
- 4.3 Bid Offer Form, Attachment C
- 4.4 Two copies of complete specifications and descriptive brochure or detail for the product(s) bid
- 4.5 Manufacturer's/Bidder's warranty statement

5. Method of Award

Award(s) shall be made on the basis of the best suitable bid that meets specifications. Timeliness of delivery may be considered when making this award.

The SGB may choose any or none of the bidders for the project and reserves the right not to continue the work with any of the bidders.

6. Bidder/Engineer Qualifications

To be eligible for a contract award, you must be qualified and able to provide the following:

1. Bidder must supply references of three firms to which similar materials, products and services have been provided during the past three years to a comparable-sized institution or company. If contacted, all of those references must verify that a high level of satisfaction was provided. Use Attachment B to list references.
2. Bidder must provide a statement of their Warranty Policy on any materials, products and services they may provide. Warranty must be at least 10 years.
3. Engineer must be prepared to honor the manufacturer's standard warranty on materials, products and services. Indicate warranty term and enclose standard warranty documents with your bid.
4. Maintain worker's compensation insurance as required by Dept. of Labour, for all employees engaged in the work.
5. All risks and liability must be mitigated by the contracted party.

7. Specifications

The Engineer shall be responsible for verifying any additional needed information during the mandatory site visit.

Bid specifications may not be revised without an official written addendum issued by the school.

- 7.1 Engineer shall provide all labour and materials to complete all work in accordance with the South African laws, codes, ordinances, and manufacturer's specifications.
- 7.2 Engineer shall remove old material and dispose of properly, if necessary.
- 7.3 Engineer must verify all measurements.
- 7.4 All current insulation that needs replacement shall be replaced at a per square meter price.
- 7.5 Engineer shall schedule work to minimize disruption of the operations and take measures to keep the building watertight during the project work.
- 7.6 Engineer must supply building plans, after completion of the construction, for the engineer to submit to the municipality.

8. Project Completion

Please indicate on the Bid Offer Form your estimated completion time in calendar days.

Preferably before 15 February 2022

9. On Site Service

In carrying out the scope of this contract, the Engineer shall be required to perform services on School property. Bidders must exclude all transportation and insurance charges from the cost of the bid to the school.

The Engineer shall be required to protect and safeguard the works and school's machinery, tools, and buildings, during the installation

The Engineer shall be required to clean up, the work site and making good after completion to acceptable standard.

12. Firm prices

Prices must remain firm for 60 **calendar days after bid opening**. Prices established may be lowered due to general market conditions.

13. Invoicing Requirements

The School's terms are to pay or reject invoices within 30 days of receipt. Before payment is made, John Vorster Technological High School must verify that all invoiced charges are correct as per this contract. Only properly submitted invoices shall be officially received for payment. Thus, your prompt payment requires that your invoices be clear and complete in conformity with the instructions below.

All invoices must be itemized showing:

- a. Tender no.
- b. complete product description as stated on your bid.
- c. vendor name
- d. prices per the contract

The original invoice must be sent to the bill-to address shown on the Purchase Order.

15. Special Conditions of this Bid

15.1 PROGRESS PAYMENTS AND RETENTION

Progress payments to Engineers for projects with a cost exceeding R250 000 and construction time greater than 30 days will be made as an estimate of the amount and proportionate value of the work done, which shall entitle the Engineer to receive the amount thereof, less the retainage. Payment requests from Engineers will be processed monthly. The Engineer seeking progress payments must submit invoices to the School to review for approval. John Vorster Technological High School is the sole judge on the proportionate value of the work completed.

15.2 The engineer to supply a detailed project plan showing progress, with milestones for payment purposes

15.3 The School shall retain from all payments to the Engineer an amount equal to twenty percent (20%) of each payment request, otherwise payable to the Engineer. When fifty percent (50%) of the entire work has been completed no additional amounts shall be retained and partial payments shall be made in full, unless the School determines that the work is not proceeding satisfactorily. At 50% completion or any time after 50% completion when the progress of the work is not satisfactory, additional amounts may be retained but the total retainage may not be more than

30% of the value of the work completed. Nothing herein shall preclude the School from deducting from any request for payment such amounts as will properly represent the value of work which fails to meet the quality standards of the Contract or which the Engineer Fails to complete.

15.CHANGES IN THE WORK

- 15.1 No changes in the work may be made by the Engineer without having prior approval of the School
- 15.2 The School may at any time, without invalidating the Contract and without Notice to Sureties, order changes in the Work by written Change Order or Field Order.
- 15.3 Such changes may include additions and/or deletions.
The School may at any time, without invalidating the Contract and without Notice to Sureties, order changes in the Work by written Change Order or Field Order. Such changes may include additions and/or deletions.

16. WARRANTY

- 16.1 The project shall come with a 5 year No Rand Limit Warranty.
- 16.2 The Municipality will inspect all installation and workmanship after completion
- 16.3 The Engineer will provide the school a written warranty for the entire project before final payments are made

17. EQUIPMENT AND/OR MATERIALS ON SITE

- 17.1 Delivery of any equipment or materials any day 'before' work will proceed must be coordinated with the School
- 17.2 The Engineers is responsible for the security and safety of equipment or materials onsite.
- 17.3 The School will provide and allocate area for the equipment and materials

18. PENALTY CLAUSES

- 18.1 Penalty clauses will be discussed after the bid has been awarded to an engineer.
- 18.3 Extension of work will only be considered for inclement weather and submitted and approved within two weeks of claimed date.

Attachment A

Signature and Authority Affidavit Form

BIDDING COMPANY NAME: _____

ID Number OR Passport number

Address: _____
City _____ Province _____ Postal code _____ Number
of years in Business _____

Name the person to contact for questions concerning this bid.

Name _____ Title _____

Work Phone (____) _____ Cell Phone (____) _____

Fax (____) _____ Email Address _____

In signing this bid, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, having familiarized themselves with the conditions affecting the cost of the work, having read completely the specifications, hereby proposes to perform everything required and to provide and furnish labor, materials, equipment, tools and all other services and supplies necessary to produce in a complete and workmanlike manner all of the materials or products described in the specifications relating to this Bid.

I further certify that I have carefully examined the bid documents and all terms herein, and site where the work is to be done and have no agreements to prevent the completion of said work.

Signature

Title

Name (type or print)

Date

Attachment B References

This firm hereby acknowledges receipt / review of the following addendum(s) (If any)

Addendum # _____ Addendum # _____ Addendum # _____ Addendum # _____

Vendor: _____

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) provided to customers similar to those requested in this solicitation document. Potential Sub-contractor cannot be references. Any sub Engineer arrangement for the completion of this work shall be listed on a separate page.

Company Name: _____

Address (include postal code)

Contact Person: _____ Phone No. _____

E-Mail Address: _____

Product(s) Used and/or Service(s) Provided: _____

Company Name: _____

Address (include postal code)

Contact Person: _____ Phone No. _____

E-Mail Address: _____

Product(s) Used and/or Service(s) Provided: _____

Company Name: _____

Address (include postal code)

Contact Person: _____ Phone No. _____

E-Mail Address: _____

Product(s) Used and/or Service(s) Provided: _____

Company Name: _____

Address (include postal code)

Contact Person: _____ Phone No. _____

E-Mail Address: _____

Product(s) Used and/or Service(s) Provided: _____

Attachment D**Terms and Conditions for the Written Agreement in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993 for Services to be rendered by _____ on Premises****1. DEFINITIONS AND INTERPRETATION**

1. In this Agreement, unless clearly inconsistent with or otherwise indicated by the context the following words and phrases shall have the meanings assigned to them hereunder and cognate expressions shall bear corresponding meanings -
2. **“the / this Agreement”** means the general terms and conditions which shall apply in respect of the OHS Act to the Service Provider when rendering Services on-site at John Vorster Technological High School’s Premises, together with all amendments as agreed to by the Parties from time to time. For the avoidance of doubt, it is recorded that the Service Provider Detail Sheet forms part of this Agreement.
3. **“Engineer”** means such responsible person as is nominated by the Service Provider pursuant to the provisions of clause 5 hereunder;
4. **“The Service Provider Detail Sheet”** means the document included at the beginning of this Agreement.
5. **“Employees”** means all employees, servants, Engineers, Sub-contractor, agents, invitees and the like of the Service Provider.
6. **“Health and Safety Adviser”** means the _Engineers or Vendors employee designated to act as its health and safety adviser for the purposes of this Agreement and/or the 16(2) appointee of the Engineer/Vendor, as referred to in clause 3 hereunder. The name of the Engineers or Vendors Health and Safety Adviser is contained in the Service Provider Detail Sheet. The Engineers or Vendors shall be entitled to change the designated Health and Safety Adviser from time to time.
7. **“Service Provider”** means the entity identified as the Service Provider on the Service Provider Detail Sheet.
8. **“OHS Act”** means the Occupational Health and Safety Act 85 of 1993, as amended, together with all regulations thereto.
9. **“The Parties”** means the school and the Service Provider and **“Party”** shall mean any one of them as the context may indicate.
10. **“Premises”** means all such premises of the school or any premises or workplace of any client of the school, where the Service Provider and the Employees perform work or render a service for and on behalf of the school.

11. **“Principal Agreement”** means the main agreement in terms whereof Service Provider renders the Services to John Vorster Technological High School
12. **“Services”** means the services which the Service Provider performs at the Premises for John Vorster Technological High School under and in terms of the Principal Agreement.
13. In this Agreement, (a) any reference to the singular includes the plural and *vice versa*; (b) any reference to natural persons includes legal persons and *vice versa*; and (c) any reference to a gender includes the other genders.
14. The clause headings in this Agreement have been inserted for convenience only and shall not be taken into account in its interpretation.
15. Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
16. The use of the word **“including”** or **“includes”** followed by a specified example/examples shall not be construed as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording or such specific examples.
17. The rule of construction that an agreement shall be interpreted against the party responsible for the drafting or preparation of the Agreement, shall not apply.
18. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa.

2. BACKGROUND

- a. John Vorster Technological High School has entered into the Principal Agreement with the Service Provider, in terms of which the Service Provider will perform the Services, subject to the terms and conditions as contained in the Principal Agreement and consequently John Vorster Technological High School and the Service Provider have agreed to enter into this Agreement pursuant to the provisions of the OHS Act.

3. REPORTING

- a. The Service Provider and/or its designated person appointed in terms of Section 16(1) or 16(2) of the OHS Act shall contact John Vorster Technological High School Health and Safety Adviser; or in the case where a project is being undertaken the Service Provider 16(2) appointee; prior to commencing the work at the Premises. In addition if the work to be done by the Service Provider is designated construction work in terms of the regulations issued under the OHS Act, then and in such an event the Service Provider shall

supply John Vorster Technological High School's Health and Safety Advisor with a copy of the Service Provider's health and safety file.

4. WARRANTY OF COMPLIANCE

- a. The Service Provider warrants that it has familiarised himself with the working environment and that it agrees to the arrangements and procedures, as prescribed by John Vorster Technological High School and as provided for in terms of Section 37(2) of the OHS Act, for the purposes of compliance with the OHS Act.
- b. The Service Provider acknowledges that this Agreement constitutes an agreement in terms of Section 37(2) of the OHS Act, whereby all responsibility for health and safety matters relating to the work that the Service Provider and the Employees are to perform on the Premises shall be the obligation of the Service Provider.
- c. The Service Provider further warrants that it and/or the Employees undertake to maintain all necessary compliance with the OHS Act. Without derogating from the generality of the above, nor from the provisions of this 37(2) Agreement, the Service Provider shall ensure that the clauses as hereunder described are at all times adhered to by himself and the Employees.
- d. The Service Provider hereby undertakes to ensure that the health and safety of any other person on the Premises is not endangered by the conduct and/or activities of the Employees whilst they are on the Premises.

5. SERVICE PROVIDER AN EMPLOYER

- a. The Service Provider shall be deemed to be an employer in its own right whilst on the Premises. In terms of Section 16(1) of the OHS Act, the Service Provider shall accordingly ensure that the requirements of the OHS Act are complied with by its Chief Executive Officer.

6. APPOINTMENTS AND TRAINING

- a. The Service Provider shall appoint competent persons as per section 16(2) and/or as per the Construction Regulations the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work that is to be performed under their responsibility. Copies of any appointments made by the Service Provider in respect of the Premises shall immediately be provided to John Vorster Technological High School
- b. The Service Provider warrants that it has familiarised himself with the hazards associated with the work being carried out on the Premises. The Service Provider shall further ensure that the Employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the Premises. Without derogating from the foregoing, the Service Provider shall, in

particular, ensure that all its users or operators of any materials, machinery or equipment are properly trained and are competent in the use of such materials, machinery or equipment.

- c. Notwithstanding the provisions of the above, the Service Provider shall ensure that he, its appointed responsible persons and Employees are at all times familiar with the provisions of the OHS Act and specific rules and regulations of the Premises and that they comply with the provisions.

7. SUPERVISION, DISCIPLINE AND REPORTING

- a. The Service Provider shall ensure that all work performed on the Premises are done under strict supervision, and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of its Employees regarding non-compliance by such Employee with any health and safety matter.
- b. The Service Provider shall further ensure that the Employees report to him all unsafe or unhealthy work situations immediately after they become aware of the same, and that it in turn immediately reports these in writing, to John Vorster Technological High School

8. ACCESS TO THE OHS ACT

- a. The Service Provider shall ensure that it has an updated copy of the OHS Act at the work place and that this is readily available to its appointed responsible persons and Employees, save that the Parties may make arrangements for the Service Provider and its appointed responsible persons to have access to John Vorster Technological High School's copies of the said OHS Act.

9. CO-OPERATION

- a. The Service Provider and/or its responsible persons and Employees shall provide full co-operation and information if and when John Vorster Technological High School or its representative inquires into occupational health and safety issues concerning the Service Provider. It is hereby recorded that John Vorster Technological High School and its representative shall at all times be entitled to make such inquiry.
 - b. Without derogating from the generality of the above, the Service Provider and its responsible persons shall make available to John Vorster Technological High School and its representative, on request, all and any checklists and inspection registers required to be kept by him in respect of any of its materials, machinery and equipment.
- 10. WORK PROCEDURES**

- a. The Service Provider shall ensure that it utilises procedures, guidelines and other documentation to ensure a healthy and safe working environment. This includes hazard identification and risk assessment (“HIRA”) conducted on activities on the Premises and control measures to monitor and control such identified risks. The Service Provider shall furthermore ensure that its responsible persons and Employees are familiar with and utilise the documents.
- b. The Service Provider shall implement and enforce safe work practices as John Vorster Technological High School may prescribe including specific rules and regulations of the Premises, and it shall ensure that its responsible persons and Employees are made conversant with the contents of these practices and that they adhere to such procedures. Any such instructions or prescriptions made by John Vorster Technological High School shall not relieve the Service Provider of its duties, responsibilities, and liability in terms of the OHS Act.
- i. The Service Provider shall ensure that the Employees, prior to the obtaining of such a permit, do not perform work for which a permit is required.

11. HEALTH AND SAFETY MEETINGS

- a. If required in terms of the OHS Act, the Service Provider shall establish its own health and safety committee(s), and ensure that the appointed Employees, being the committee members, hold health and safety meetings as often as may be required, and at least once every 3 (three) months. John Vorster Technological High School may elect to permit the Service Provider's health and safety representatives to attend John Vorster Technological High School 's health and safety committee meetings.
- b. The Service Provider shall ensure that regular communication is done to the Employees regarding specific health and safety matters of the work performed on the Premises.

12. COMPENSATION REGISTRATION

- a. The Service Provider shall ensure that it has a valid registration with the Compensation Commissioner as required in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993, and that all payments owing to the Commissioner are discharged. The Service Provider shall further ensure that the cover shall remain in force whilst any such Employee is present on the Premises. A Letter of Good Standing shall be provided by the Service Provider to John Vorster Technological High School Health and Safety Adviser before any work on the Premises can commence.

13. MEDICAL EXAMINATIONS

- a. The Service Provider shall ensure that all the Employees undergo routine medical examinations where these are necessary in terms of the working environment and that they are medically fit for the purposes of the

work they are to perform. The Service Provider is *inter alia* referred to the Hazardous Substances Act No. 15 of 1972, the Employment Equity Act No. 55 of 1999, the National Road Traffic Act No. 93 of 1996, the Mine Health and Safety Act No. 29 of 1996, and the following regulations to the OHS Act being the Construction Regulations, the Hazardous Chemical Substances Regulations, the Lead Regulations, the Asbestos Regulations, the Hazardous Biological Agents Regulations, the Noise Induced Hearing Loss Regulations and Code of Practice for the training of Lifting Machine Operators.

14. INCIDENT REPORTING AND INVESTIGATION

- a. All incidents referred to in Section 24 of the OHS Act shall be reported by the Service Provider to the Department of Labour and to John Vorster Technological High School. John Vorster Technological High School shall further be provided with copies of any written documentation relating to any incident.
- b. John Vorster Technological High School retains an interest in the notification of any incident as described, above, as well as in any formal investigation and/or inquiry conducted in terms of Section 32 of the OHS Act into such incident.

15. SERVICE PROVIDERS

- a. The Service Provider shall notify John Vorster Technological High School in writing of any sub-Contractor it may wish to engage to perform work on the Premises. It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the sub-contractor and the Service Provider shall obtain the necessary permission prior to the sub-Engineer commencing with the work. Any permission granted by John Vorster Technological High School pursuant to this clause shall not relieve the Service Provider from its liability and responsibility in terms of the OHS Act and the Service Provider shall remain liable to John Vorster Technological High School for all acts and omissions of any of its Sub-contractor and the Service Provider hereby indemnifies and holds John Vorster Technological High School harmless from any actions of its Subcontractor resulting from any contraventions of the OHS Act or a breach of this Agreement. Without derogating from the generality of this paragraph:
- b. The Service Provider shall ensure that training as discussed in clause 6, above, is provided, prior to the subcontractor commencing work on the Premises.
- c. The Service Provider shall ensure that work performed by the sub-contractor is done under strict supervision and discipline, as described in clause 7, above.
- d. The Service Provider shall inform John Vorster Technological High School of any health and safety hazard and/or issue that the sub-contractor may have brought to its attention.
- e. The Service Provider shall inform John Vorster Technological High School of any difficulty encountered with regard to compliance by the sub-contractor to any health and safety instruction, procedure and/or legal

provision applicable to the work the sub-contractor performs on the Premises. The Main Service Provider reserves the right to cause all work to be undertaken by the Sub-contractor that is in contravention of the OHS Act and that has come to the attention of the Employer to cease, until the Main Service Provider is reasonably satisfied that such contravention has been rectified.

16. SECURITY AND ACCESS

- a. The Service Provider and its Employees shall only access and exit the Premises through the designated gate(s) and/or checkpoint(s). The Service Provider shall ensure that the Employees observe and apply the security rules of John Vorster Technological High School and/or the client(s) of John Vorster Technological High School at all times and shall not permit any person who is not directly associated with the work from entering the Premises.
- b. The Service Provider and the Employees shall not enter any area of the Premises which is not directly associated with the work.
- c. The Service Provider shall ensure that all materials, machinery, and equipment brought by it onto the Premises are registered at the gate(s) and/or checkpoint(s). Any failure to do so may result in a refusal by John Vorster Technological High School and/or the client(s) of John Vorster Technological High School to allow the materials, machinery and equipment to be removed from the Premises.
- d. The Service Provider shall submit to John Vorster Technological High School, for approval, all the names of each proposed Employee prior to such Employee entering the Premises.

17. FIRE PRECAUTIONS AND FACILITIES

- a. The Service Provider shall ensure that an adequate supply of fire protection and first aid facilities is provided for the work to be performed on the Premises. The Parties may mutually make arrangements for the provision of such facilities, subject to such arrangements being recorded in writing by the Parties thereto.
- b. The Service Provider shall further ensure that the Employees are familiar with fire precautions at the Premises, which include fire alarm signals and emergency exits and that such precaution, are adhered to.

18. HYGIENE AND CLEANLINESS

- a. The Service Provider shall ensure that the area where the work is performed is at all times maintained to reasonably practicable levels of hygiene and that they maintain the surrounding area of the work site to a reasonably practicable level of cleanliness and not allow degradation or pollution of the environment. In this

regard, no loose materials shall be left lying unnecessarily, and the work site shall be cleared of waste materials regularly and on completion of any work performed by the Engineer and the Employees.

19. NO NUISANCE

- a. The Service Provider shall ensure that neither it nor the Employees undertake any activity which may cause environmental impairment, nor constitute any form of nuisance to John Vorster Technological High School and/or the client(s) of John Vorster Technological High School and/or their surroundings.

20. INTOXICATION NOT ALLOWED

- a. No intoxicating substance of any form shall be allowed on the Premises. Any person suspected of being intoxicated shall not be allowed on the Premises, save that any person required to take medication shall notify the relevant responsible person of the Service Provider thereof, as well as the potential side effects of the medication.

21. PERSONAL PROTECTIVE EQUIPMENT

- a. The Service Provider shall ensure where applicable that its responsible persons and the Employees are provided with adequate personal protective equipment (“PPE”) for the work they may perform, and in accordance with the requirements of General Safety Regulation 2 of the OHS Act. The Service Provider shall further ensure that its responsible persons and the Employees wear the PPE issued to them at all relevant times.

22. PLANT, MACHINERY AND EQUIPMENT

- a. The Service Provider shall ensure that all the plant, machinery, equipment and/or vehicles it may wish to utilize on the Premises is/are at all times of sound order and fit for the purpose for which it is intended, and that it complies with the relevant requirements of the OHS Act.
- b. The Service Provider hereby assumes the liability for taking the necessary steps to ensure that any article or substance that is erected or installed at the Premises, or manufactured, sold or supplied to or for John Vorster Technological High School, and which the Service Provider uses at work complies with all the prescribed requirements and will be safe and without risks to health and safety when properly used.

23. NO USAGE OF THE SCHOOLS EQUIPMENT

- a. The Service Provider hereby acknowledges that the Employees shall not be permitted to use any materials, machinery or equipment of John Vorster Technological High School and/or any client of John Vorster

Technological High School unless the prior written consent of John Vorster Technological High School and/or the client has been obtained, in which case, the Service Provider shall ensure that only those competent persons authorised to make use of the same, have access thereto.

24. TRANSPORT

- a. The Service Provider shall ensure that all road vehicles used on the Premises are in a roadworthy condition, are licensed and insured. All drivers shall have relevant valid driving licences and no vehicle shall carry passengers unless it is specifically designed to do so. Vehicles carrying passengers shall comply with the requirements as stipulated in Construction Regulations 21(2) (h&i). All drivers shall adhere to the speed limits and road signs on the Premises.
- b. In the event that any hazardous substances are to be transported on the Premises, the Service Provider shall ensure that the requirements of the Hazardous Chemical Substances Act 15 of 1973 are complied with at all times.

25. RULES AND POLICIES

- a. The Service Provider shall adhere to all relevant John Vorster Technological High School rules and policies which may apply whilst on John Vorster Technological High School 's premises, including without limitation health and safety rules, access control rules, security rules and smoking policy.

26. INDEMNITY BY SERVICE PROVIDER

- a. Notwithstanding the provisions of this 37(2) Agreement, or any other contractual relationship as between John Vorster Technological High School and the Service Provider:
- b. John Vorster Technological High School shall not be responsible for any loss, damage, injury or death, howsoever caused, to the Service Provider or to the Employees, and the Service Provider hereby indemnifies John Vorster Technological High School and holds John Vorster Technological High School harmless against all and any claims, losses, demands, liability, costs and expenses of whatsoever nature, which John Vorster Technological High School may, at any time sustain or incur arising out of the circumstances referred to herein provided that such loss, damage, injury or death is not caused by the gross negligence or criminal intent of John Vorster Technological High School .
- c. The Service Provider hereby assumes liability for any loss or damage which is caused by the Service Provider's gross negligence, or through the negligence of any of the Employees or any of its sub-service Providers, and the Service Provider hereby indemnifies John Vorster Technological High School for such loss or damage,

whether caused by the Service Provider's or its sub-service Providers' breach of any of the terms of this Agreement, or by delict.

- d. The Service Provider in pursuance of this clause 25 undertakes to ensure that it carries sufficient and appropriate insurance cover to cover its obligations and liability in terms of this Agreement including third party and public liability cover, the details of which shall be furnished to John Vorster Technological High School on demand by John Vorster Technological High School .

27. COVID-19

- a. The service provider shall ensure that all procedures and requirements regarding COVID-19 are in place.
- b. The service provider shall adhere to all relevant rules and regulations pertaining to COVID-19 (social distancing measures, wearing of masks at all times, sanitizing of equipment and hands on a regular basis , as per the school regulations

28. CLARIFICATION

- a. In the event that the Service Provider requires clarification of any of the terms or provisions of this Agreement, it should contact the John Vorster Technological High School Site Manager per E-Mail

29. DURATION OF AGREEMENT

- a. This Agreement shall remain in force for the duration of the Principal Agreement or whilst any of the Employees are present on the Premises.

30. NOTICES

- a. The Parties choose as their *domicilium citandi et executandi* the respective addresses set out in the Service Provider Detail Sheet.
- b. Any notice given in terms of this Agreement shall be in writing and shall (a) if delivered by hand be deemed to have been duly received by the addressee on the date of delivery; (b) if posted by prepaid registered post be deemed to have been received by the addressee on the 8th (eighth) business day following the date of such posting; or (c) if transmitted by facsimile be deemed to have been received by the addressee 1 (one) business day after despatch.

31. GENERAL

- a. In the event of a dispute arising between the Parties concerning any aspect of this Agreement, senior management of the Parties must employ reasonable endeavours to co-operate with each other towards finding an amicable solution to the dispute notwithstanding the institution of any formal proceedings.
- b. This Agreement constitutes the whole agreement between the Parties as to the subject matter hereof and no agreements, variations, representations or warranties between the Parties other than those set out in writing herein and signed by the Parties shall be binding upon them.
- c. No failure or delay on the part of any Party hereto in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- d. No latitude, extension of time or other indulgence which may be given or allowed by any Party to any other Party in respect of the performance of any obligation hereunder or enforcement of any right arising from this Agreement and no single or partial exercise of any right by any Party shall under any circumstances be construed to be an implied consent by such Party or operate as a waiver or a novation of, or otherwise affect any of that Party's rights in terms of or arising from this Agreement or estop such Party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof.
- e. Should any of the terms and conditions of this Agreement be held to be invalid, unlawful or unenforceable, such terms and conditions will be severable from the remaining terms and conditions of the Agreement, which will continue to be valid and enforceable. If any term or condition, held to be invalid, is capable of amendment to render it valid, the Parties agree to negotiate an amendment to remove the invalidity.
- f. Each Party shall bear its own cost in relation to the negotiating, drafting and implementing this Agreement.
- g. This Agreement shall remain in force and effect for **all** work undertaken by the Service Provider for John Vorster Technological High School at the Premises.
- h. Where the Service Provider performs "*construction work*" as defined in the Construction Regulations of the OHS-Act he is hereby appointed in terms of Regulation 4(1) (c) and 5(3) of said regulations and the Service Provider shall ensure full compliance with said Construction Regulations.

32. DEVIATIONS AND EXCEPTIONS:

- a. Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.

33. QUALITY:

- a. Unless otherwise indicated in the request, all material shall be new, newest model year, and free from defects. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the School.

34. QUANTITIES:

- a. The quantities shown on this request are based on estimated needs. The School reserves the right to increase or decrease quantities to meet actual needs.
- b. Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price; the unit price shall govern in the bid/proposal evaluation.
- c. Prices established in continuing agreements and term contracts may be lowered due to general market conditions.

35. ACCEPTANCE-REJECTION:

- a. The School reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, request clarification of any bid/proposal, award a bid/proposal that is not the lowest price, and to accept any part of a bid/proposal as deemed to be in the best interests of the School.

36. GUARANTEED DELIVERY:

- a. Failure of the Engineer to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Engineer liable for all costs more than the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.

37. ENTIRE AGREEMENT:

- a. These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the School.

38. **LICENSES AND PERMITS:** Engineer shall have and/or provide any and all licenses and permits required to perform the work specified and furnish proof of such licensing authorization and permits with their bids if required.
39. **ASSIGNMENT:** No right or duty in whole or in part of the Engineer under this contract may be assigned or delegated without the prior written consent of the School.
40. **NONEXCLUSIVE CONTRACT:** Unless otherwise stated, the School reserves the right to purchase work or materials outside of this contract.
41. **NONDISCRIMINATION & AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the Engineer agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation, gender identity and gender expression, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
42. **INDEPENDENT CAPACITY:** The parties hereto agree that the Engineer, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent Engineer and not as an officer, employee, or agent of the School. The Engineer agrees to take such steps as may be necessary to ensure that each sub-contractor of the Engineer will be deemed to be an independent Engineer and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the School.
43. **SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the School must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
44. **WARRANTY:** Unless otherwise specifically stated, equipment purchased as a result of this request shall be warranted against defects by the engineer for ten (10) years from date of receipt. The Engineer will also supply a list of all warranties for the 10-year term. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the Engineer.
45. **INSURANCE RESPONSIBILITY:** If insurance is required, satisfactory proof of the existence and carriage of such insurance of the kinds and limits specified will be required.
46. **CANCELLATION:** The School reserves the right to cancel any contract in whole or in part without penalty due to no appropriation of funds or for failure of the Engineer to comply with terms, conditions, and specifications of this contract.
47. **HOLD HARMLESS:** The Engineer will indemnify, pay the cost of defense including attorney's fees, and save harmless the School and all of its officers, students, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or

property resulting from the operations of the Engineer, or of any of its Engineers, in prosecuting work under this agreement.

- 48. FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

SIGNED by the Parties on the following dates and at the following places respectively:

DATED at _____ on this ____ DAY of _____

For: John Vorster Technological High School

Duly authorised thereto

Name (print): _____

Designation: _____

DATED at _____ on this the ____ DAY of _____ 20__

For: _____

Duly authorised thereto

Name (print): _____ Designation: _____