

## REQUEST FOR QUOTATIONS

RFQ 2025/67

### APPOINTMENT OF CONTRACTOR TO INSTALL STEEL STRUCTURE, INSTALL NEW TURNSTILES AND GATES ON THE DURBAN UNIVERSITY OF TECHNOLOGY, DUT STEVE BIKO GATE 3

Closing date and time for Submission	4 <sup>th</sup> April 2025 at 11:00am
Compulsory Briefing session: 27 <sup>th</sup> March 2024 – 11:00 ( <i>Steve Biko Campus Pedestrian Entrance Gate 3 – 51 Steve Biko Road</i> ) Contact person for <b>briefing session queries only</b> : Lindelihle Shangase (LindelihleS@dut.ac.za)	
Contractors with <b>CIDB grading 2GB / SL or above</b> and interested in supplying the services as specified herein are requested to prepare a quotation and send it via email for the attention of Director: Procurement.	
<b>NB: Only Bids e-mailed to <a href="mailto:roq@dut.ac.za">roq@dut.ac.za</a> will be accepted and considered.</b>	
Enquiries relating to the bid may be addressed to the DUT contact person listed below:	
Procurement Enquiries	Technical Enquiries
Name: Shailan Patel E-mail: <a href="mailto:ShailanP@dut.ac.za">ShailanP@dut.ac.za</a>	Name: Lindelihle Shangase E-mail: <a href="mailto:LindelihleS@dut.ac.za">LindelihleS@dut.ac.za</a>
<b>NB: No Late Bids, Telegraphic, faxed or physical submissions will be accepted. RFQ must be submitted in its original state and all supporting documents to be attached to one combined document. All supporting documents must be submitted as an Annexure.</b>	

## **1. INTRODUCTION**

The Durban University of Technology requires a CIDB Grade 2 registered contractor to renovate the entrance at Steve Biko Campus Gate 3 utilizing the JBCC Small and Simple works Contract.

## **2. SCOPE OF WORKS**

The scope of work for the project includes, but is not limited to:

- Demolition and Removal: Remove existing pedestrian gates, rails and other steel structures and components alongside making good to the surfaces demolished during demolition.
- Sanding of old peeling paint.
- Metalworks: Install new turnstile, pedestrian gate and renovations to existing steel structure.
- Metalworks: Install new Pergola, Steel cladding.
- Installation of gutters fascia and budge boards.
- Paintwork on metalworks including the existing palisade fence.
- Electrical and Lighting: Perform electrical work and add lighting on pergola.

Prepare a baseline risk assessment for an intended construction work project:

- a) Prepare a suitable, sufficiently documented and coherent site-specific health and safety specification for the intended construction work based on the baseline risk assessment contemplated in paragraph (a);
- b) Provide the main contractor with the health and safety specification as contemplated in the latest construction regulations
- c) Ensure that the main contractor/ main contractor takes the prepared health and safety specification into consideration during the design stage;
- d) Ensure that the main contractor carries out all his/her responsibilities
- e) Include the health and safety specification in the tender documents;
- f) Ensure that potential main contractors submitting tenders have made adequate provision for the cost of health and safety measures;
- g) Ensure that the main contractor to be appointed has the necessary competencies and resources to carry out the construction work safely;
- h) take reasonable steps to ensure co-operation between all contractors appointed by the employer's agent to enable each of those contractors to comply with the scope of works
- i) Ensure before any work commences on a site that the main contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the compensation for occupational injuries and diseases act, 1993 (act no. 130 of 1993);
- j) Appoint main contractor in writing for the project or part thereof on the construction site;
- k) Discuss and negotiate with the main contractor the contents of the employer's agent's health and safety plan and must thereafter finally approve that plan for implementation;
- l) Ensure that a copy of the main contractor's health and safety plan is available on request to an employee, inspector or sub-contractor;
- m) Take reasonable steps to ensure that each contractor's health and safety plan is implemented and maintained;
- n) Ensure that periodic health and safety audits and document verification are conducted timeously.
- o) Ensure that a copy of the health and safety audit report contemplated in paragraph (n) is provided to the main contractor within seven days after the audit;
- p) Stop any contractor from executing a construction activity which poses a threat to the health and safety of persons which is not in accordance with the employer's agent's health and safety specifications and the main contractor's health and safety plan for the site;
- q) Where changes are brought about to the design or construction work, make sufficient health and safety information and appropriate resources available to the main contractor to execute the work safely; and
- r) Ensure that the health and safety file is kept and maintained by the main contractor.
- s) Where a fatality or permanent disabling injury occurs on a construction site, the employer's agent must ensure that the contractor provides the provincial director with a report contemplated in section 24 of the OHS Act, in accordance with regulations 8 and 9 of the General Administrative Regulations, and that the report includes the measures that the contractor intends to implement to ensure a safe construction site as far as is reasonably practicable.

- t) Where more than one contractor is appointed, the employer's agent must take reasonable steps to ensure co-operation between all contractors in order to ensure compliance with these Construction Regulations.

### **3. PROJECT MANAGEMENT STAGES**

#### **1) Construction-Stage**

- Understanding of that this is a live environment so minimum noise is expected
- Making sure that the site is OHS compliant
- Liaise with DUT project manager to ensure that necessary arrangement is made for contractor to execute his responsibility
- Manage the cost during construction
- Ensure that all the contractor's employees have PPE and name tags
- Manage the quality of works
- Implement a quality control strategy of works done on site

### **3. PROJECT INFORMATION**

- Annexure 1 – DUT Steve Biko Entrance Design
- Annexure 2 – DUT Steve Biko Entrance Specifications
- Annexure 3 – DUT Steve Biko Entrance Signage Specification
- Annexure 4 – DUT Steve Biko Entrance Bill of Quantities – ***NB Excel BOQ will only be shared with bidders who attend the compulsory site briefing and email address is on the briefing register. This will be shared by the necessary DUT official. BOQs to be filled in on Excel (no handwriting) and on a company letterhead and duly signed by the relevant stakeholder.***

### **4. DELIVERABLES AND COST SCHEDULE**

<p><b><u>Stage 5: Construction</u></b></p> <ul style="list-style-type: none"><li>• Demolition and Removal: Remove existing pedestrian gates, rails and other steel structures and components alongside making good to the surfaces demolished during demolition.</li><li>• Sanding of old peeling paint.</li><li>• Metalworks: Install new turnstile, pedestrian gate and renovations to existing steel structure.</li><li>• Metalworks: Install new Pergola, Steel cladding.</li><li>• Installation of gutters fascia and budge boards.</li><li>• Paintwork on metalworks including the existing palisade fence.</li><li>• Electrical and Lighting: Perform electrical work and add lighting on pergola.</li></ul> <p><b><u>Stage 6: Close Out</u></b></p> <ul style="list-style-type: none"><li>• Defects List: Resolve any outstanding issues.</li><li>• Final Compliance Inspections: Verify adherence to regulations</li><li>• As-Built Documentation: Supply updated project drawings.</li><li>• Warranty Provision: Deliver warranties for repairs and installed systems.</li><li>• Final Invoice Submission: Present the final bill and finalize payments.</li><li>• Site Demobilization: Remove equipment and ensure site cleanliness.</li><li>• Project Handover: Transfer all relevant documents to the client.</li></ul>	
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## **5. NOTES**

- No disbursements will be paid
- Applicants are to ensure that they have adequate resources to undertake the work under stringent timeframes.
- Tenderers are required to take cognisance of the role of the other professionals appointed on this project and work coherently with them where required.
- DUT reserves the right to ask tenderers to replace any member/s of the Proposed team if they do not meet the DUT requirements.
- Tenderers must note that they will be required, as and when necessary, to attend (a) presentations arranged by DUT (b) progress meetings: and (c) consultations with, relevant persons and authorities including site visits. This needs to be taken into consideration in the fee proposal.
- Fees must include standard disbursements such as typing, drawings, reproduction, copying, binding of documents, telephonic/ electronic and facsimile communications, courier, local travel, and accommodation etc.
- The project is to be implemented in Steve Biko campus of the university located in Durban.

## **6. LOCALITY**

The project is to be implemented on Steve Biko Campus Gate 3 that belong to the Durban University of Technology and the location is listed below:

**51 Steve Biko Road (Pedestrian Entrance):**  
*DUT Steve Biko Campus - Gate 3*



## **7. Phase I: Submission of compulsory documents**

Bidders need to submit all seven documents listed above in order to be considered for bidding.

1	The <b>Tax compliance status PIN (TCS PIN)</b> must be submitted. Should the Bidders tax clearance status not be in order at close of the evaluation of the bid, this will lead to the invalidation of the bid document. <b>(Compulsory).</b>
2	Form 7 completed and signed. (Confidentiality and Indemnity Undertaking)
3	Proof of Insurance cover for minimum amount of the cover R 1 000 000.00 covering all the contractor's liability
4	Initialed General and special conditions of contract.
5	Company registration documents (CIPC).
6	Last sets (with comparative figures) of duly signed and audited or independently reviewed financial statements for companies who qualify in terms of the Companies Act, (Not more than two years old)
7	Proof of CIDB Grading documentation required (CIDB)

## I.2 Phase 2: Technical / Functional Criteria

With regards to technicality / functionality, the following criteria are applicable. The maximum points of each criteria are indicated in the table below:

Key Aspect of Criterion	Basis for Points Allocation	Score	Max. Points	Verification Method
Locality	Durban	10	10	Certified copy of Water, Electricity or Rates Letter and/ or Lease Agreement
	Outside of Durban	5		
	Outside of KwaZulu Natal	0		No Submission
Qualifications and relevant experience of Site Agent with built environment qualification relating to structural steel.	<ul style="list-style-type: none"> <li>With 10 or above number of years' experience in steel erection of structures</li> </ul>	30	30	Detailed CVs with years of
	<ul style="list-style-type: none"> <li>With above 5 and below 10 number of years' experience in steel erection of structures</li> </ul>	20		
	<ul style="list-style-type: none"> <li>With 5 or below number of years' experience in steel erection of structures</li> </ul>	10		
<b>Proven track record</b> <i>of Similar projects. Reference letters must be signed and on a letterhead with contact details to be included for verification.</i>	4 Reference letters directed to the company (5 points per reference letter)  (Reference letter must indicate work is completed and to the satisfaction of the customer)	20	20	Signed letter of reference where the project was successfully completed / successfully executed in the last five (5) years.  Uncomplete projects = 0 Points  Unsigned reference letters = 0 Points  Completion Certificates will only be accepted on condition that a valid reference letter accompanies it, if not 0 points will be awarded.
Method statement must include the following sub-headings:	Detailed Approach / Methodology which must include:  1. Scope Execution, 2. Resource management 3. Quality Management 4. Health and safety management 5. Site management	4 points per criteria	20	Brief (5 Pages Maximum)

Project plan	A project schedule showing the detailed project scope with timelines, critical path, milestones and completion date.	20	20	Project Programme  The project schedule must cover the project scope adequately and is logically sequenced. The project schedule delivers the solution within targeted timelines. (Grant chart or similar)
Maximum total points			100	

**The Bidders that score less than 75% of the mark for Quality and Functionality will be eliminated from further consideration.**

### I.3 Price and BBBEE

**Bidders to submit valid BBBEE certificate, non-submission will be awarded zero points.**

Evaluation criteria		Points
1.	Price	80
2.	BBBEE – as per table below	20
Total		100

Specific Goal		80/20		Bidders must complete this section
		Sub-points	Total Points	
	Exempted Micro Enterprise (EME) or Qualifying Small Enterprise (QSE)	3	3	
Black-owned Enterprises	100% Black owned enterprise	3	3	
	Minimum 51% black-owned enterprise	2		
	Minimum 25% black-owned enterprise	1		
Black Women owned Enterprise	100% Black Women owned enterprise	5	5	
	Minimum 51% black women-owned enterprise	4		
	Minimum 25% black women-owned enterprise	3		
	Less than 25% of black women-owned enterprises but not less than 10%	2		
	100% Black Youth owned enterprise	5		
	Minimum 51% black Youth owned enterprise	4		



Enterprise owned by Youth	Minimum 25% black Youth owned enterprise	3	5	
	Below 25% black youth owned enterprises but not less than 10%	2		
Enterprises owned by people with disabilities	Minimum of 51% owned by people with disabilities	2	2	

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	Minimum of 10% owned by people with disabilities	1		
Additional Specific goals	An entity which is at least 51% owned by black people living in rural or underdeveloped areas or townships	1	1	
	A cooperative which is at least 51% owned by black people	1	1	
			<b>20</b>	

## 2 FORM OF OFFER:

### 2.2 Pricing should be based on the breakdown below:

2.2.1 The Service Provider must submit a fee proposal to render the full scope of services as outlined above.

2.2.2 Fees must include standard disbursements such as typing, drawings, reproduction, copying, binding of documents, telephonic / electronic and facsimile communications, courier, local travel, and accommodation, etc.

Total cost of works:	
Value Added Tax (Add: 15% VAT)	
Total Price: <b>(Including VAT)</b>	

Signed ..... Date.....

Name..... Position.....

Tenderer.....

## **7. FORM 7: CONFIDENTIALITY AND INDEMNITY UNDERTAKING**

- 1) The Bidder hereby undertakes to abide by and adhere to the undertaking set out in this agreement.
- 2) Reference to the Bidder shall include its directors, officers, employees, agents, sub-contractors, advisors or any other person appointed by it in connection with the submission of its bid).
- 3) The Bidder undertakes to ensure that each party, to whom confidential information is disclosed, is made aware of and is bound by the terms of this confidentiality undertaking.
- 4) This undertaking must be read together with the disclaimers contained in the Bid Document.
- 5) In order to regulate the disclosure to the Bidder of confidential information, the Bidder: -
  - a) acknowledges and undertakes that all information of whatsoever nature (whether oral, written or in any other form), including information to the generality of the a foregoing data, know how, trade secrets, software techniques, procedures, unpublished financial statements and information, licenses, price lists, policies, marketing techniques, suppliers and customers, planning, business and financial documents, as well as intellectual property at any kind (which information is referred to collectively and individually as “confidential information”) which is disclosed by the DUT or any other Bidder participating in this process, shall be held in complete confidence by the Bidder and shall not, without the DUT prior written consent, be disclosed to any other person, nor used for any other purposes, other than in connection with the submission of its bid;
  - b) acknowledges that the confidential information is being made available to it solely for the authorised bid process purpose and for no other purpose whatsoever, and that such information would not have been made available to it but for this confidentiality undertaking;
  - c) acknowledges that all such confidential information is valuable proprietary information to which the DUT retains exclusive rights of dissemination and reproduction, and that all copyrights and such confidential information vests in DUT;
  - d) agrees that any documentation or records relating to the confidential information which comes into the possession of the Bidder shall:
    - i) be deemed to form part of the confidential information of DUT;
    - ii) be deemed to be the property of DUT;
    - iii) not be copied, produced, published or circulated by the Bidder unless otherwise agreed to in writing by DUT;
    - iv) be surrendered to the DUT and/or destroyed on demand in the event that the Bidder no longer participates in the proposed transaction;
  - e) undertakes that, save as required by law, it will not disclose, or permit to be disclosed, confidential information to any persons other than those persons authorised in terms of this undertaking and then only to the extent necessary for the authorised purpose;
  - f) warrants that it has adequate procedures in place for the protection of all confidential information; and,
  - g) warrants that it shall keep accurate and up to date records of the confidential information furnished to it, and of the location of such confidential information, as well as the list of names of all persons receiving or entitled to access of confidential information.
6. This undertaking shall not apply to any confidential information which was lawfully in the Bidder’s possession prior to the disclosure by DUT, or which lawfully becomes available to the Bidder from the source other than DUT.
7. If proceedings are commenced or action taken which could result in the Bidder becoming compelled to disclose confidential information, it undertakes to immediately advise the DUT of such proceedings, and to take all reasonable steps to resist or avoid such proceedings or actions, including such steps that the DUT may reasonably request the Bidder to take.
8. The Bidder undertakes not to request the confidential information submitted as part of any other bid submission by any other Bidder whether such information has been designated as confidential or not, and for the purposes of this clause, the entire contents of any competing Bidder’s bid submission will be regarded as confidential.
9. This undertaking shall also apply, with the necessary changes, to the confidential information of any other Bidder and its Bid Submissions

10. This undertaking shall survive the termination of any negotiations or contractual relationship between the DUT and the Bidder

11. I note that the following terms of this declaration have the following meaning:

- a. Bid means Submission
- b. Bidder means Respondent
- c. Bidding means Submission
- d. Directors means directors/shareholders/partners/sole proprietors

### INDEMNITY UNDERTAKING

I/We \_\_\_\_\_  
(insert Bidder's name) (herein known as the Bidder) hereby indemnify and hold DUT harmless in respect of all costs that may be incurred by my/us for the submission or performance of this bid.

I/We further indemnify DUT in respect of all legal and other expenses as they are incurred by DUT in examining, resisting or settling any damages, injuries or loss that may be occasioned by work necessary in terms of this bid.

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Name of Bidder : \_\_\_\_\_

Name of Bidder's representative: \_\_\_\_\_

Title of Bidder's representative : \_\_\_\_\_

Signature : \_\_\_\_\_

Signature of Witness : \_\_\_\_\_

Name of Witness : \_\_\_\_\_

## **10. GENERAL CONDITIONS OF CONTRACT FOR GOODS AND SERVICES**

### **1. DEFINITIONS**

1.1 In the GENERAL CONDITIONS the words defined shall have the meanings assigned to them hereunder, except where the context indicates to the contrary:

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1.1.1 the "SUPPLIER" the person, firm, partnership, association, company, close corporation, trust or other trading entity supplying the goods and/or providing the services to the UNIVERSITY;

1.1.2 the "UNIVERSITY" Durban University of Technology;

1.1.3 the "SUPPLIES" the goods and/or services to which this document relates;

1.1.4 the "TENDER" the SUPPLIER'S written tender, which shall be on the form supplied by the UNIVERSITY for the SUPPLIES;

1.1.5 the "ORDER" the UNIVERSITY'S written order on its official order form placed by the PROCUREMENT DEPARTMENT with the SUPPLIER for the DELIVERY of the SUPPLIES;

1.1.6 the "PROCUREMENT DEPARTMENT" the division of the UNIVERSITY responsible for accepting the Tender and/or issuing the ORDER to which this document relates;

1.1.7 "DELIVERY" the delivery of goods and/or the rendering of services;

1.1.8 "DULY AUTHORISED RECEIVING CLERKS" those persons, designated by the UNIVERSITY from time to time, who are the only persons authorised by the University to accept DELIVERY of SUPPLIES to the UNIVERSITY and such persons shall include, in the case of a DELIVERY made to a student's residence at the UNIVERSITY, the residence manager at that residence;

1.1.9 "SPECIAL CONDITIONS" where applicable, those conditions stipulated by the UNIVERSITY which pertain to and form a part of the TENDER and/ or the ORDER;

1.1.10 "STIPULATED DELIVERY

PERIOD" "the period stipulated by the UNIVERSITY within which the SUPPLIES shall be DELIVERED by the SUPPLIER and, if no period is stipulated, then it shall mean a reasonable period of time;

1.1.11 "VAT" means Value-Added Tax payable in terms of the Value-Added Tax Act, no 89 of 1991, as amended or substituted from time to time;

1.1.12 "EXTRAORDINARY INCREASE" an increase in the cost to the SUPPLIER of providing the SUPPLIES arising out of State or Government imposition of charges which are of an extraordinary nature in that they arose due to circumstances beyond the control of the SUPPLIER which could not reasonably have been contemplated by it at the time the TENDER was submitted or the ORDER was accepted and which have not been taken into account in the determination of the price.

1.2 The headings in this agreement are for convenience only and are not to be considered when interpreting the agreement.

1.3 Unless the context indicates to the contrary, words importing one gender shall include the other gender and words importing the singular shall include the plural and *vice versa*.

### **2. CONSTITUTION OF CONTRACT**

2.1 The contract between the UNIVERSITY and the SUPPLIER is constituted by the acceptance by the UNIVERSITY of the TENDER submitted by the SUPPLIER and/or the acceptance by the SUPPLIER of the ORDER and is upon the terms and conditions which are set out in the TENDER and/or the ORDER and in these GENERAL CONDITIONS,

2.2 The SPECIAL CONDITIONS, if any, will also form part of the contract between the UNIVERSITY and the SUPPLIER.

2.3 No person other than the duly authorised person of the PROCUREMENT DIVISION has authority to place an order and/or to accept a tender.

### **3. PRICE**

3.1 The price shall be as stated in the TENDER and/or ORDER, as the case may be, and is an all-inclusive price in that it includes VAT, delivery costs, custom charges (duty and surcharge), royalties and any other costs incurred in connection with the SUPPLIES.

### **4. EXTRAORDINARY INCREASE**

4.1 If, after of one (1) year service, there has been an EXTRAORDINARY INCREASE, the SUPPLIER may apply to the UNIVERSITY in writing to increase its price so as to be able to cover such EXTRAORDINARY INCREASE. In doing so it shall provide proof that such increase is an EXTRAORDINARY INCREASE.

4.2 The UNIVERSITY shall not be obliged to consider any application for an increase which is not an EXTRAORDINARY INCREASE.

4.3 After considering the application relating to an EXTRAORDINARY INCREASE, the UNIVERSITY shall be entitled to: -

4.3.1 accept the increase in the price in whole or, if agreed with the SUPPLIER, in part; or

4.3.2 to refuse to accept the price increase in whole or in part and, should the SUPPLIER refuse to DELIVER the SUPPLIES at the price originally accepted by the UNIVERSITY, then the UNIVERSITY shall have the right to immediately cancel the contract in whole or in part.

4.3.3 The extraordinary increase will be decided on the CPI at the time of the request.

4.4 In the event of the UNIVERSITY cancelling this contract in accordance with the provisions of this paragraph 4: -

4.4.1 then the SUPPLIER shall have no claim whatsoever against the UNIVERSITY; and

4.4.2 the UNIVERSITY may obtain the SUPPLIES elsewhere and any additional expenditure so incurred will be claimed from the SUPPLIER.

## **5. IMPORTED SUPPLIES**

5.1 Where the SUPPLIES are imported then, subject to the provisions of the SPECIAL CONDITIONS, the SUPPLIER shall: -

5.1.1 when submitting the TENDER or offer or quotation, specify the price in the foreign currency and the rate of exchange which shall have been fixed immediately before the aforesaid submission;

5.1.2 not later than 7 (SEVEN) days after the SUPPLIER receives notification of acceptance of his TENDER and/or receives the ORDER, as the case may be, the SUPPLIER shall arrange through its bankers for the foreign commitment to be covered forward down to the rand, in order to fix the rate of exchange, exercising due care in consultation with the said bankers to ensure that the forward exchange is taken out on such terms as will provide the best possible exchange rate;

5.1.3 the UNIVERSITY shall then be notified in writing of the rate of exchange which has been fixed on such forward exchange.

5.2 Should the SUPPLIER fail to arrange the aforesaid cover within a period of 7 (SEVEN) days after receiving notification of acceptance of his TENDER or accepting the ORDER, as the case may be, then the UNIVERSITY shall be entitled to elect the rate of exchange, most favourable to it, from the following rates of exchange, namely: -

5.2.1 the rate of exchange specified in the SUPPLIER'S TENDER or offer or quotation; or

5.2.2 the rate of exchange specified in the notice referred to in sub-paragraph 5.1.3, if any; or

5.2.3 the rate of exchange which the UNIVERSITY'S bankers may fix as being the rate existing at any time within a period of 7 (SEVEN) days after notification of acceptance of the TENDER and/or after receipt of the ORDER.

The UNIVERSITY shall not be obliged to make its election of the rate of exchange until the date of DELIVERY.

## **6. PAYMENT**

6.1 Payment by the UNIVERSITY to the SUPPLIER shall be made in accordance with the conditions of payment prescribed in the TENDER or ORDER. Where no conditions of payment are prescribed therein, payment for SUPPLIES DELIVERED to and accepted by the UNIVERSITY shall be made within THIRTY (30) days from the date upon which a statement and, where applicable, a tax invoice is received by the UNIVERSITY, provided that all the terms of the contract shall have been duly observed by the SUPPLIER and that the relevant invoices are addressed to and received by the UNIVERSITY'S Finance Department, P O Box 1334, Durban, 4000, Republic of South Africa.

6.2 It is also a condition of payment by the UNIVERSITY to registered VAT vendors that no payment for SUPPLIES DELIVERED shall be processed unless a tax invoice (complying with Section 20 of the Value Added Tax Act, No.89 of 1991, as amended), is received from the SUPPLIER.

6.3 For the purposes of this paragraph and the provisions of Section 20 of the Value Added Tax Act, No. 89 of 1991, as amended, the SUPPLIER shall be deemed to have received a request for tax invoices upon the date that the SUPPLIES have been DELIVERED.

## **7. DELIVERY**

7.1 Each DELIVERY shall be deemed to be a separate contract in respect of the SUPPLIES forming the subject matter of such DELIVERY.

7.2 All SUPPLIES shall be DELIVERED in terms of the contract.

7.3 Time is of the essence of this contract and SUPPLIES must accordingly be DELIVERED within the STIPULATED DELIVERY PERIOD. Should the SUPPLIES not be DELIVERED within that period, then the UNIVERSITY shall be entitled to cancel the contract in whole or in part.

7.4 If any DELIVERY by the SUPPLIER to the UNIVERSITY has not been made within the STIPULATED DELIVERY PERIOD, then the UNIVERSITY shall also have the right, until such DELIVERY has been made, to suspend payment of any amount due and payable under this and/or any other contract then in force between the UNIVERSITY and the SUPPLIER.

7.5 Where the contract relates to the purchasing of goods by the UNIVERSITY, the risk in the goods shall only pass to the UNIVERSITY upon: -

7.5.1 the goods being DELIVERED to a DULY AUTHORISED RECEIVING CLERK at the place of delivery as stipulated in the TENDER or ORDER and, if not stipulated therein, to the UNIVERSITY at 41/43 Centenary Road, Durban; and

7.5.2 the delivery note being signed by a DULY AUTHORISED RECEIVING CLERK on behalf of the UNIVERSITY.

The person making delivery of the GOODS shall be responsible for ensuring that only a DULY AUTHORISED RECEIVING CLERK accepts delivery of the GOODS and signs the Delivery Note. The person making delivery shall be entitled to request identification or make any other enquiries at the UNIVERSITY in order to establish that such person is a DULY AUTHORISED RECEIVING CLERK. The UNIVERSITY shall not be liable for any loss or damage arising from a failure to deliver the GOODS to a DULY AUTHORISED RECEIVING CLERK.

## **8. CLAIMS FOR LOSS OR DAMAGE**

8.1 It shall be the obligation of the SUPPLIER, and not the UNIVERSITY, to make any claims against any carrier for loss of the whole or part of any consignment of SUPPLIES or for damage to goods accepted by the carrier for DELIVERY or for a delay by the carrier in effecting DELIVERY. The SUPPLIER shall ensure that any claims are made within the period prescribed by law and in accordance with the appropriate regulations and the SUPPLIER shall notify the UNIVERSITY of the claim which is being made by delivering to the UNIVERSITY a copy of the claims sent to the carrier.

8.2 The SUPPLIER shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trademarks or other protected rights, and the SUPPLIER indemnifies the UNIVERSITY against all claims (including legal costs) arising therefrom.

8.3 The SUPPLIER shall be liable to the UNIVERSITY or to any third party for death of, or injury to, or illness sustained by any person (hereinafter referred to as "INJURY") or loss of, or damage to property (hereinafter referred to as "DAMAGE") caused by or arising from the SUPPLIES, any defect in the SUPPLIES or the DELIVERY of the SUPPLIES. The SUPPLIER indemnifies the UNIVERSITY against any claims for INJURY or DAMAGE (including legal costs) of whatsoever nature arising from or caused by the SUPPLIES, any defect in the SUPPLIES or the DELIVERY of the SUPPLIES.

## **9. DIFFERENCE OR DISCREPANCIES**

9.1 Where the UNIVERSITY has provided specifications, which will describe the principal feature of the goods and/or services, the SUPPLIES must be delivered exactly in accordance with those specifications. It is recorded that the specifications do not purport to indicate every detail of construction or arrangements of goods and services necessary to meet the UNIVERSITY's requirements and any such omissions shall not relieve the SUPPLIER of his responsibility for carrying out the work as required under the contract.

9.2 Where samples or patterns have been provided, then the SUPPLIES which are DELIVERED shall be equal in all respects to those samples or patterns.

9.3 The PROCUREMENT DIVISION shall determine, in its sole discretion, whether the SUPPLIES have been DELIVERED either exactly in accordance with the specifications or exactly equal in all respects to samples or patterns which were provided, and the decision of the PROCUREMENT DIVISION shall be *prima facie* binding on the parties and the onus shall be on the SUPPLIER to prove otherwise.

9.4 Tests and analysis of the SUPPLIES may be made as deemed necessary by the UNIVERSITY, and the cost thereof shall be borne by the SUPPLIER if the SUPPLIES which have been DELIVERED are not of the specified quality.

9.5 The SUPPLIER shall not be relieved of his obligations with respect to the sufficiency of the materials and workmanship and the specified quality of the SUPPLIES which have been DELIVERED by reason of no objection having been taken thereto by the UNIVERSITY's representative at the time the SUPPLIES were DELIVERED, or by reason of the acceptance of samples in sound condition.

9.6 If, at any time after DELIVERY of the SUPPLIES, the UNIVERSITY shall be dissatisfied with the SUPPLIES whether in whole or in part on account of a decision of the PROCUREMENT DIVISION referred to in sub-paragraph 9.3 above or on account of materials being faulty or of inferior quality or inferior workmanship or of bad design, then, where the defect is capable of being remedied, the UNIVERSITY shall notify the SUPPLIER immediately and require that the defect be remedied free of charge within a reasonable time. Should the SUPPLIER be unable or unwilling or fail to remedy the defect within the reasonable time stipulated by the UNIVERSITY, then the UNIVERSITY may have the necessary remedial work carried out by any third party. The costs of the remedial work shall be borne by the SUPPLIER and such costs may be deducted from any amounts which may be due and payable to the SUPPLIER.

9.7 Where the defect referred to in sub-paragraph 9.6 above is not capable of being remedied, the UNIVERSITY shall notify the SUPPLIER that the SUPPLIES have been rejected and the contract cancelled. The SUPPLIER shall, immediately upon receipt of such notification, arrange for the SUPPLIES to be removed and until the time of their removal, the SUPPLIES shall be held at the risk and expense of the SUPPLIER. The SUPPLIER shall, immediately upon receipt of such notification, also refund all payments made by the UNIVERSITY for those SUPPLIES together with interest thereon at the prime overdraft rate, charged by the UNIVERSITY'S bankers from time to time, from the date of receipt of such notification to the date of payment.

9.8 Where goods are being sold by mass or measure, same shall be supplied by net mass and/or metric measure.

9.9 Any quantities which are stated in the order form are based upon estimated probable requirements of the UNIVERSITY during the period of the contract and the UNIVERSITY accordingly reserves the right, at any time prior to DELIVERY of the full quantity stated, to reduce the quantities it requires to be DELIVERED in which case only the reduced quantities shall be DELIVERED and charged for by the SUPPLIER. The SUPPLIER shall have no claim whatsoever against the UNIVERSITY after it has reduced the quantities to be DELIVERED.

## **10. DEFAULT**

10.1 The UNIVERSITY shall have the right forthwith to cancel this contract, in whole or in part, under any of the following circumstances: -

10.1.1 if the SUPPLIER fails to DELIVER any SUPPLIES to the UNIVERSITY within the STIPULATED DELIVERY PERIOD;

10.1.2 if the SUPPLIER fails to fulfil any of its obligations in terms of this contract;

10.1.3 if the SUPPLIER is sequestrated, liquidated or placed under judicial management, provisionally or finally, voluntarily or compulsorily;

10.1.4 if the SUPPLIER commits any act of insolvency or enters into any compromise or arrangement with or assignment for the benefit of its creditors or fails to satisfy any final judgment granted against it within TEN (10) days after the date of the judgment;

10.1.5 if the SUPPLIER changes the identity of its owner;

10.1.6 if the SUPPLIER disposes of any of its assets other than in the ordinary course of its business.

10.2 If it appears to the PROCUREMENT DIVISION that the SUPPLIER is not executing the contract in accordance with the true intent and meaning thereof or that it is refusing or delaying to execute the contract or that it is not carrying on the contract at such rate of progress as to ensure DELIVERY within the STIPULATED DELIVERY PERIOD, then in any of such events the PROCUREMENT DIVISION may give written notice to the SUPPLIER of the cause of complaint. Should the SUPPLIER fail, within a reasonable time stipulated in the notice, to satisfy the PROCUREMENT DIVISION, in its reasonable discretion, that the contract is being and will be properly executed as agreed and/or that DELIVERY will be made within the STIPULATED DELIVERY PERIOD, then the UNIVERSITY shall have the right forthwith to cancel this contract.

10.3 Any cancellation by the UNIVERSITY, whether in whole or in part, shall be without prejudice to any accrued claims against the SUPPLIER and claims which the UNIVERSITY may have for damages arising out of such cancellation. The SUPPLIER shall have no claim whatsoever against the UNIVERSITY after the contract has been cancelled.



## **11. LIQUIDATED DAMAGES**

11.1 It is recorded that time is of the essence of this contract and the SUPPLIES must be DELIVERED and all work completed by the SUPPLIER within the STIPULATED DELIVERY PERIOD.

11.2 If the SUPPLIER fails to DELIVER the SUPPLIES or any part thereof within the STIPULATED DELIVERY PERIOD, the SUPPLIER shall pay such sum as is stated in the SPECIAL CONDITIONS as liquidated damages to the UNIVERSITY. The UNIVERSITY shall be entitled to deduct such liquidated damages from any monies which may be due and payable to the SUPPLIER. The provisions of this paragraph shall be without prejudice to any other remedies or claims which the UNIVERSITY may have against the SUPPLIER arising out of this contract or at law and the UNIVERSITY may have recourse to such claims or remedies in addition to or in lieu of its rights to liquidated damages.

## **12. VAT**

Where the SUPPLIER is a registered VAT vendor, the SUPPLIER shall: -

12.1 state the amount of VAT separately on the invoice; and

12.2 state its VAT registration number.

## **13. APPLICABLE LAW**

The law of the Republic of South Africa shall be applicable to and govern in every respect this contract and the relations between the parties and, without in any way limiting the generality of the foregoing, the law of the Republic of South Africa shall be applied when this contract is construed, interpreted or implemented in any way and for the purpose of resolving any dispute which may arise between the parties.

## **13. ATTORNEYS CHARGES**

In the event of the UNIVERSITY instructing its attorneys to institute legal proceedings against the SUPPLIER for any claim arising out of these GENERAL CONDITIONS or upon their cancellation, the SUPPLIER shall pay the costs of the UNIVERSITY'S attorneys on the attorney and own client scale, including collection commission.

## **14. CONFLICTING CONDITIONS**

14.1 In the event of there being any conflict between the terms and conditions of the SPECIAL CONDITIONS and these GENERAL CONDITIONS, then the terms and conditions of the SPECIAL CONDITIONS shall prevail.

14.2 In the event of there being any discrepancy or conflict between any of these GENERAL CONDITIONS and any conditions contained in or printed or written upon any contract, stationery or document used by the SUPPLIER for the purpose of or in connection with the conclusion of this contract or the DELIVERY of SUPPLIES, then these GENERAL CONDITIONS shall prevail. The SUPPLIER acknowledges that the UNIVERSITY would not have entered into this contract with it unless these GENERAL CONDITIONS were to prevail and the SUPPLIER accordingly waives, renounces and abandons any conflicting conditions printed or written upon any contract, stationery or documents used by it, regardless of whether such contracts, stationery or documents contain a similar condition to this paragraph 15 in favour of the SUPPLIER. For the purposes of this sub-paragraph 15.2, reference to "these GENERAL CONDITIONS" shall be deemed to include the SPECIAL CONDITIONS.

## **15. ENTIRE CONTRACT AND NON-VARIATION**

This contract records the entire agreement entered into between the parties and no alteration, variation or cancellation of this contract or waiver of rights or obligations by either party shall be of any force and effect unless committed to writing and signed by both parties.

## **16. CESSION AND ASSIGNMENT**

Since this contract is personal to the SUPPLIER, the SUPPLIER shall not be entitled to cede or assign its rights or obligations under the contract or to transfer this contract to any third party without the prior consent of the UNIVERSITY and subject to such conditions as the UNIVERSITY may approve.

## **17. SEVERABILITY**

Should any portion or provision of this contract be held to be void, invalid or unenforceable, for any reason whatsoever, then such provision or portion shall be deemed to be severable and excluded from this contract, and all the remaining terms shall continue to remain in full force and effect.

## **19. BBBEE Policy**

A Comprehensive BBBEE policy and SANAS or IRBA approved BBBEE certificate of the tenderer must accompany the tender documents.

## **II. SPECIAL CONDITIONS OF CONTRACT FOR GOODS AND/OR SERVICES**

(the "SPECIAL CONDITIONS")

### **1) TENDER FORM AND CLOSING DATE**

- a) Tenders must be made out on the enclosed Tender Form which shall be signed by or on behalf of the Tenderer, addressed to the Tender Committee and marked with the appropriate tender number. Tenders must be submitted in duplicate, be properly sealed and placed in the tender box at the Protection Department, 41/43 Centenary Road, Durban, 4001 not later the time and date stated in the public advertisement inviting tenders or closed tender documents.
- b) There will be a non-refundable fee charged for tender documents and to be paid in the form of cash, bank guaranteed cheques or money orders as stated in the advertisement.
- c) The Tender Committee shall not accept tenders for consideration if: -
  - i) the tenders have been submitted by telegram, telex or telefax; or
  - ii) the tenders have not been submitted in duplicate; or
  - iii) the tender is received after the closing date and time advertised for the receipt thereof (in which case same shall be returned to the Tenderer by the Procurement Division); or
  - iv) alterations have been made to the tender documents in pencil, erasable ink or if alterations have been overwritten on alteration fluid (that is, any alteration shall be neatly made in ink and signed by the Tenderer in order that the Tender Committee accept the tender for consideration).
- d) If any person who has been invited to submit a tender is unable to tender for any reason, then a nil return should be submitted.

### **2) ACCEPTANCE OF TENDER**

- a) The University reserves the right to split the tender, accept any tender or any part of a tender and any decision by the University on regarding the award of a tender shall be final. The University shall not be obliged to accept the lowest or any tender and the University shall also not be obliged to assign any reason for the acceptance or rejection of a tender.
- b) The tender shall be based upon drawings and/or specifications which shall be contained in a separate document, which document shall be deemed to be incorporated in and form part hereof.
- c) Where specifications, SABS/CKS standards, specifications, codes of practice or standard methods are referred to in the separate document referred to in sub-paragraph 2.2, these, together with any drawings, must be strictly adhered to:
  - i) Clause 14(1) states that if any requirements in respect of any or safety equipment or for the use or application thereof by employers or users of machinery have been prescribed, no person shall sell such machinery or safety equipment unless it complies with these requirements;
  - ii) for the purpose of this Section and Section 31(5) any part of machinery or safety equipment shall be deemed to be machinery or safety equipment.
- d) Tenders must be valid for a period of 120 days after the closing date.
- e) The tenderer will be notified of the University's acceptance of a tender, whether in whole or in part, either by notice in writing from the University or by the University placing a written order on its official order form.

### **3) DIFFERENCE OR DISCREPANCIES**

- a) Should there be any difference or discrepancy between the prices or price contained in the official Tender Form and those contained in any covering letter or other document from the Tenderer, the prices or price contained in the official Tender Form shall prevail.
- b) Any alteration effected upon any of the tender documents submitted to the Tender Committee must be clearly shown by means of a handwritten entry in ink and such alteration must be signed by the Tenderer.

### **4) PREFERENCES**

In order to assist the University in determining the degree of preference to be accorded to supplies produced, manufactured or assembled within the Republic of South Africa, Tenderers are required to state: -

- a) the country of origin of the goods.
- b) the country in which the goods are manufactured or assembled; and
- c) the industrial development points and the concentration points under the State Incentive Scheme or Industrial Development in which the goods are manufactured or assembled, where applicable.

5) **SPECIAL CONDITIONS OF TENDER**

If there are any further special conditions pertaining to this tender, then a document containing those special conditions will be attached to this document, marked Annexure "A", and will be deemed to form part hereof. In the event of there being any conflict between the terms and conditions of this document or the GENERAL CONDITIONS OF CONTRACT FOR GOODS AND/OR SERVICES and Annexure "A", then the terms and conditions of Annexure "A" shall prevail.

6) **OTHER INFORMATION**

The Tenderer shall also provide the following information, namely: -

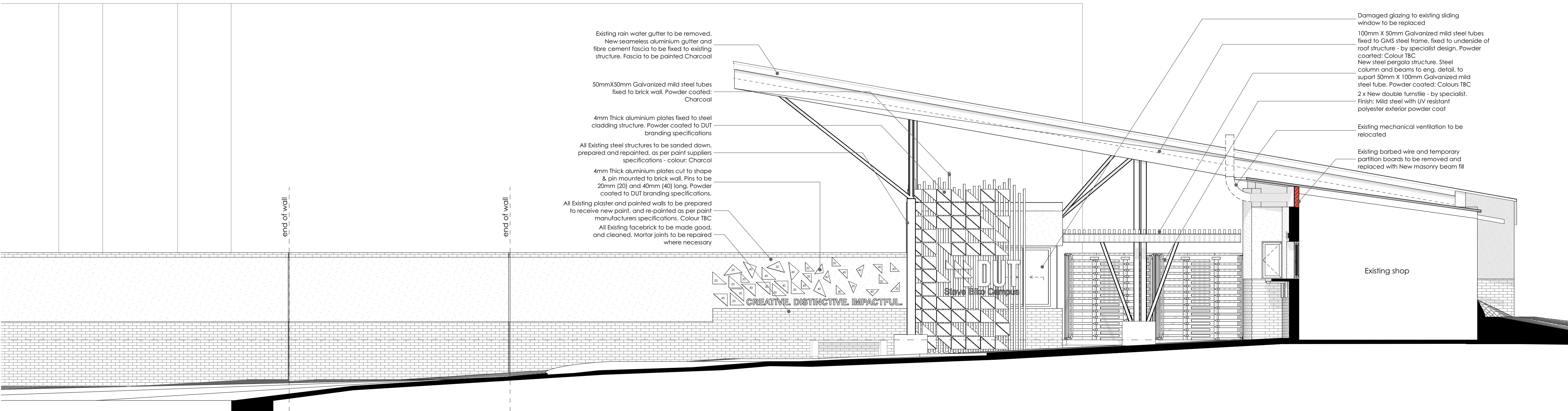
- a) full details of all discounts and whether such discounts are trade or settlement;
- b) a comprehensive company profile must accompany the tender, including banking details; and
- c) a full-service backup must be provided as indicated on the original tender and should advise, *inter alia*, whether: -
- i) the Tenderer is the accredited agent in the Republic of South Africa for the manufacturer of the equipment offered;
- d) the Tenderer has supplied the type of equipment offered to other institutions in the Republic of South Africa and, if so, a list of the names of those other institutions should be provided.
- i) a full range of spares is carried for the equipment offered; and
- ii) service facilities by factory trained staff are available and, if so, where such services are available and on what conditions.

7) **LEGAL STATUS OF TENDERER AND AUTHORITY OF SIGNATORY**

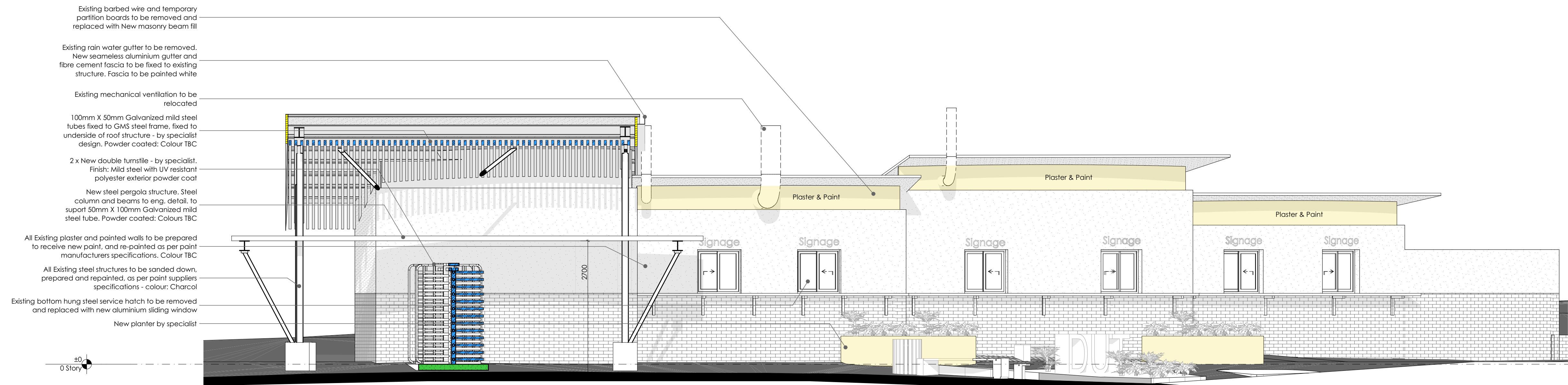
- a) All Tenderers shall state, on the Tender Form under "Name and Address of Tenderer": -
  - i) their full legal status, that is, whether they are a natural person, firm, partnership, association, company, close corporation, trust or other trading entity;
  - ii) in the case of a juristic person, its full registered name(s), its registration number and its trading name(s), if any, must be stated;
  - iii) in the case of a natural person, the full names must be stated together with that person's identity number, the trading name of the business, if any, and an indication as to whether that person is the owner, proprietor, partner etc.; and
  - iv) the addresses of its registered office and principal place of business in the case of a juristic person or the residential address and business address in the case of a natural person.
- b) The signatory shall indicate in what capacity and under what authority the tender documents were signed by him or her. Documentary proof of the authority to sign the tender document shall also be submitted, for example, in the case of a company or close corporation, a certified copy of the resolution of that company or close corporation authorising the signatory to sign the tender documents on behalf of the company or close corporation, shall be submitted.

# ANNEXURE I

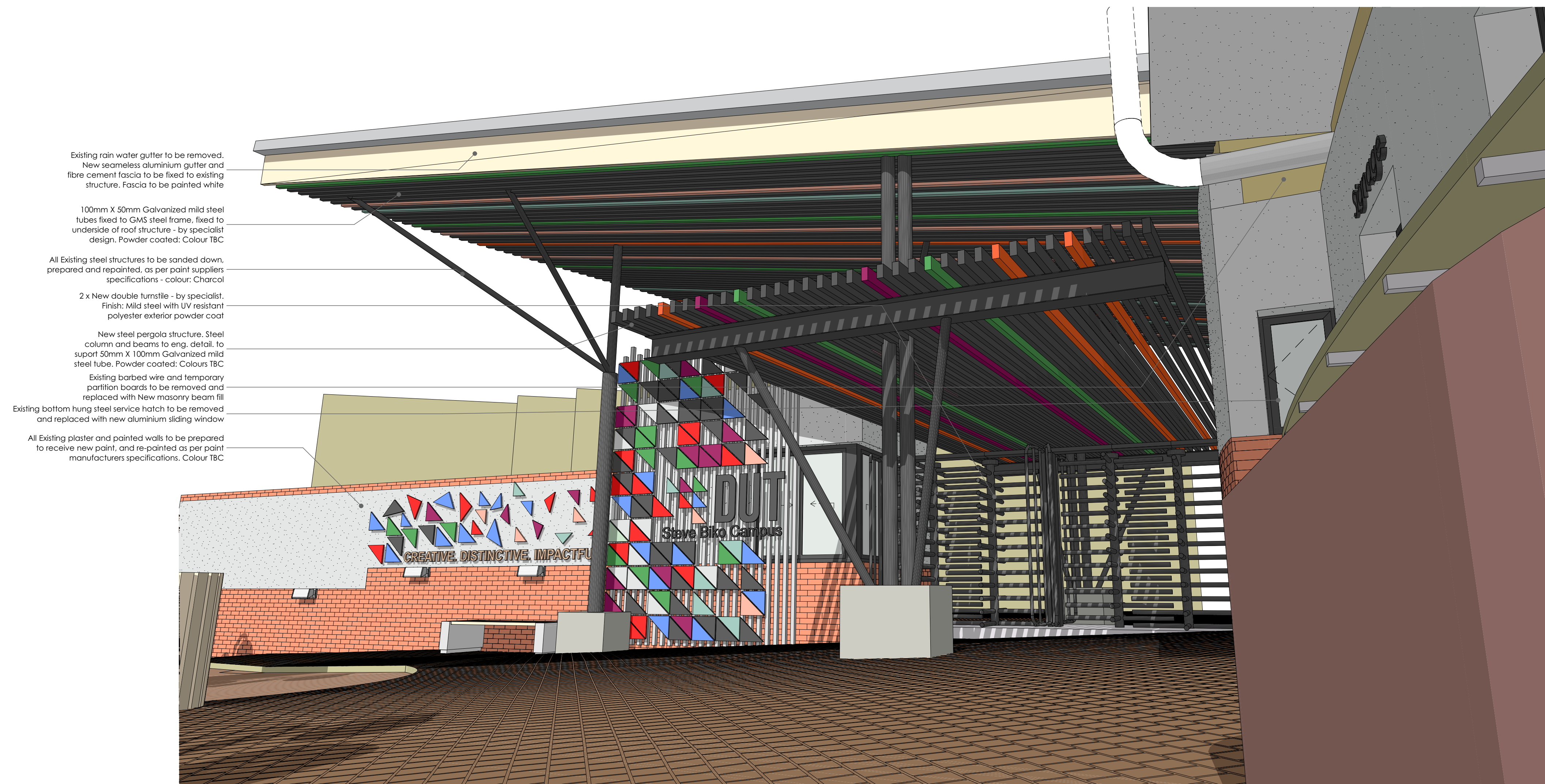




North Elevation  
Scale 1:50



North East Elevation  
Scale 1:50



3D Perspective 3  
Scale 1:100



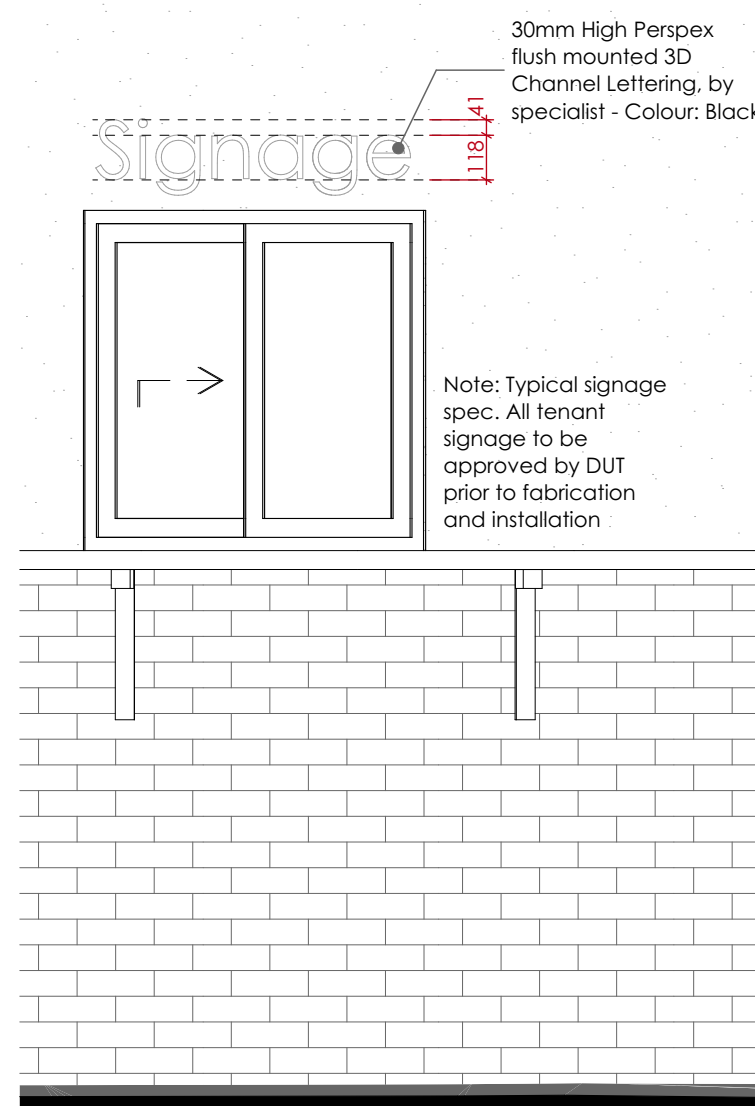
3d Perspective 4 (INFORMATION ONLY)  
NTS



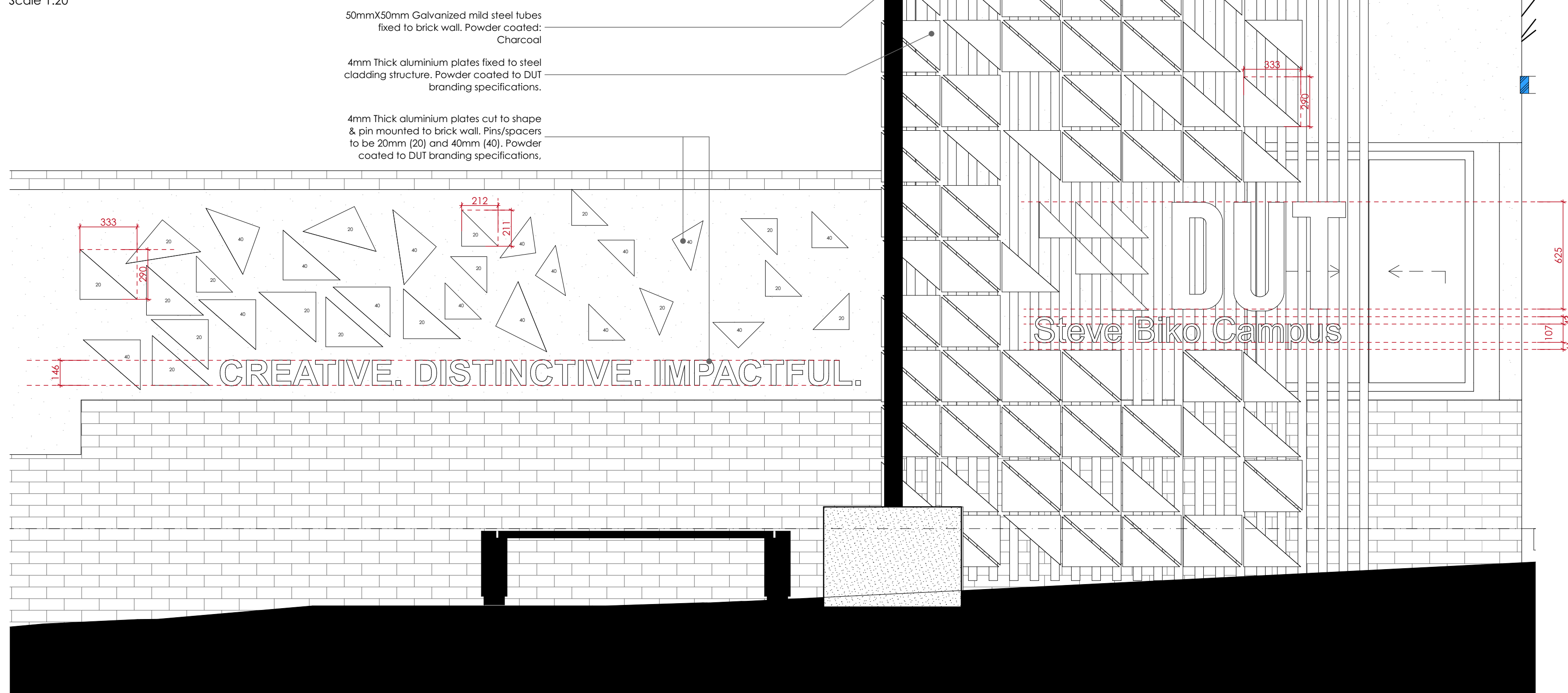
3d Perspective 5 (INFORMATION ONLY)  
NTS



3d Perspective 6 (INFORMATION ONLY)  
NTS



Take Away Signage  
Scale 1:20



Entrance Signage  
Scale 1:20

GENERAL NOTES  
1. The drawing is to be read in conjunction with consulting engineers drawings, the electrical layout and the schedule of finishes to obviate any discrepancies  
2. Copyright reserved  
3. All dimensions to be checked on-site prior to any construction



PROJECT  
Repair and Renovations to existing entrance (S) at DUT, Steve Biko Campus

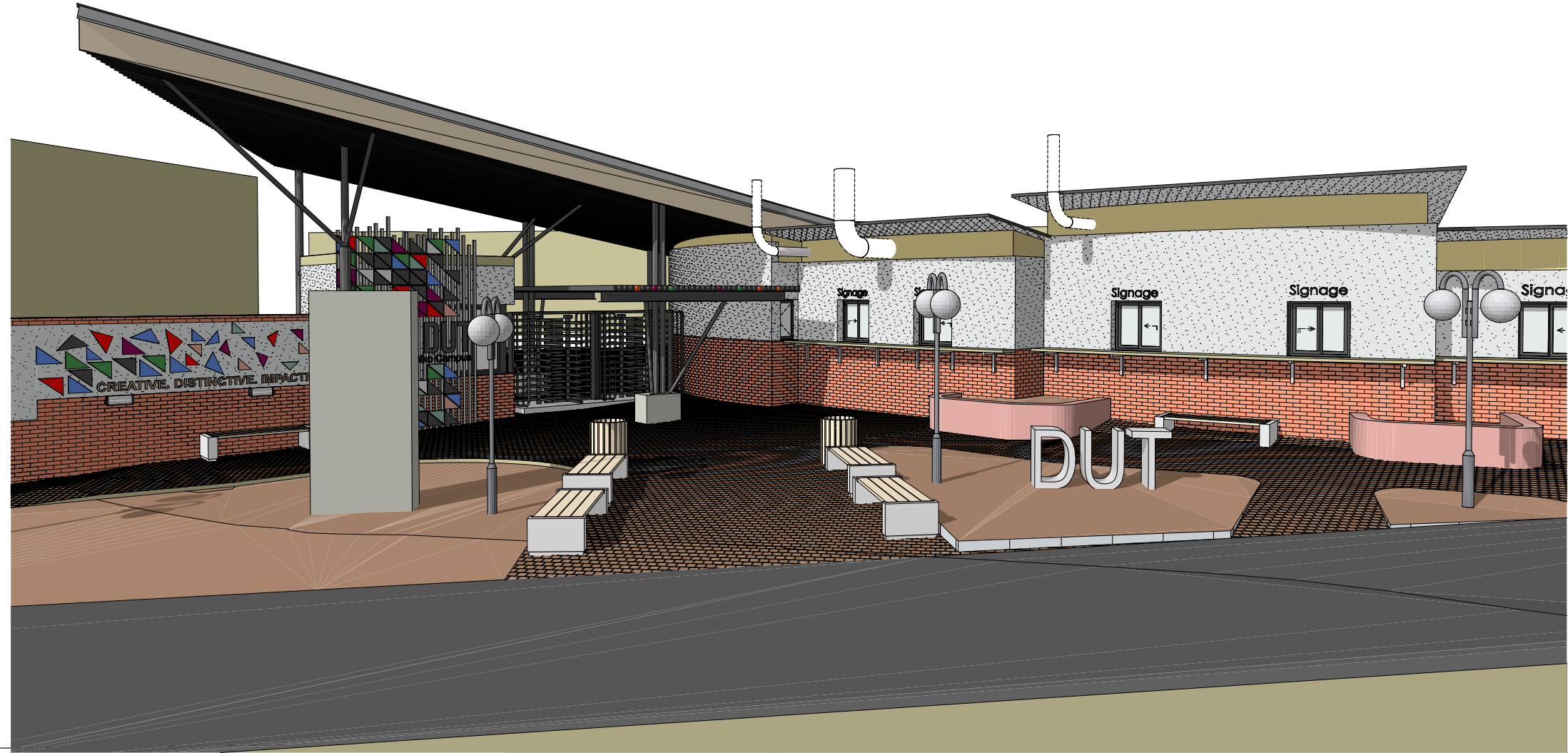
DRAWING TITLE  
Sectional Elevations / Signage  
Date: 22/10/24 Author: PC Checked: PC Rev: DUT\_G3 As Shown Scale: 1:100  
DRAWING NUMBER: DUT\_G3\_002 REVISION: 0



# ANNEXURE 2



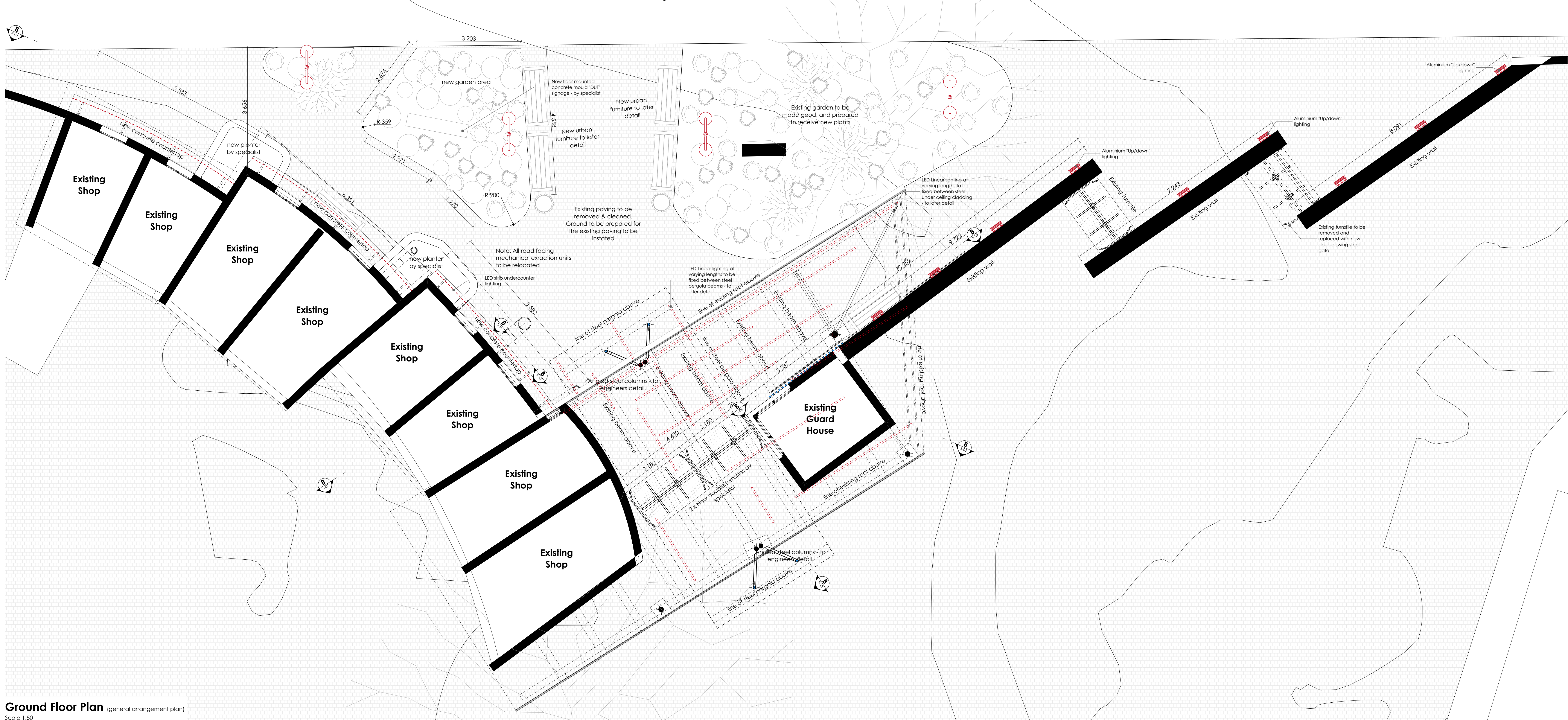
NTS



NTS

Scale 1:50

## Verge



Scale 1:50



# ANNEXURE 3



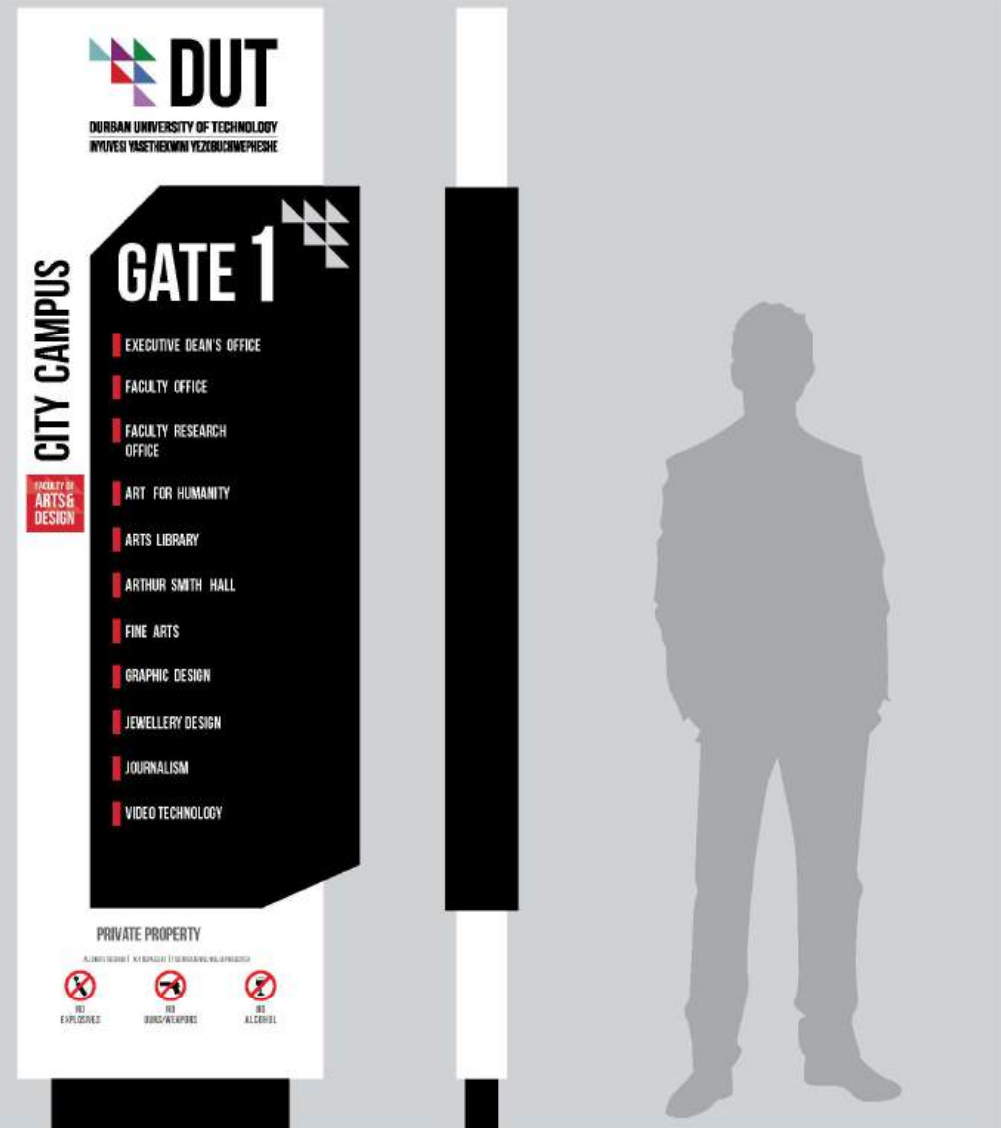
External Main Gate Signage (wall)



External Main Gate Signage (Free Standing)



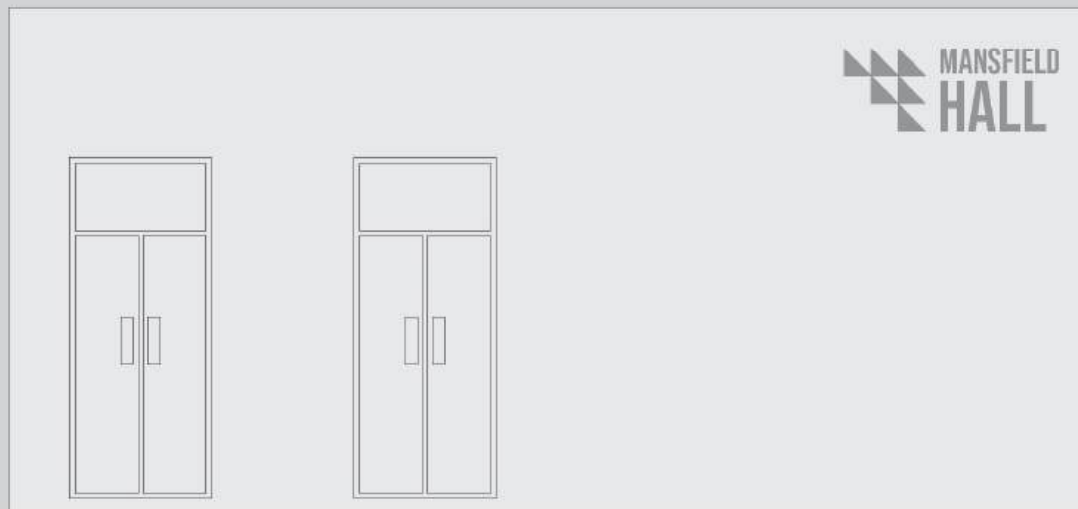
Gate Entrance Signage



Building Name Signage (Exterior Wall Mounted)



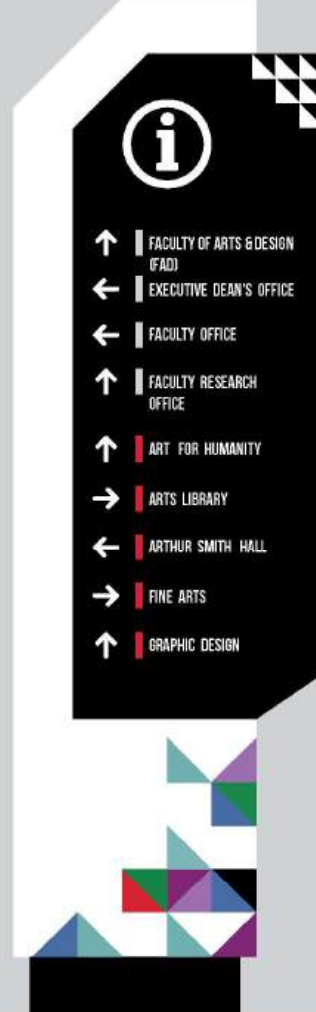
Residence Name Signage



Building Entrance Signage



Campus Directional Signage



Building Entrance Signage (Interior Wall Mounted)



Building Entrance Signage (floor mounted Mounted)



Overhead Signage

Department Door Signage







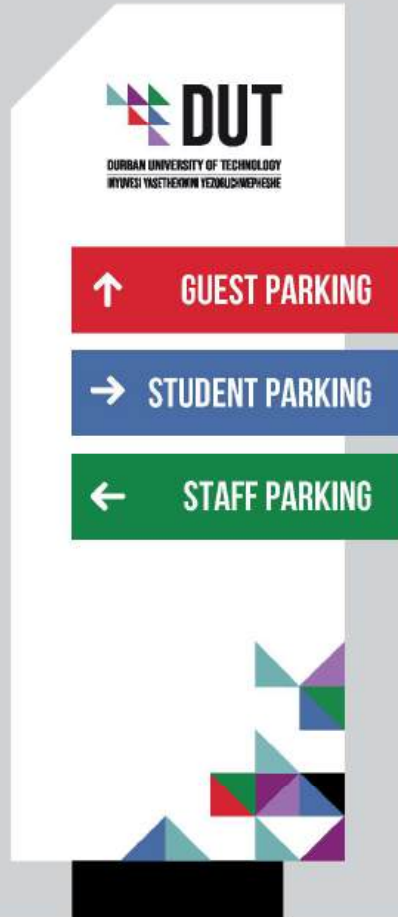


Hanging Parking Signage

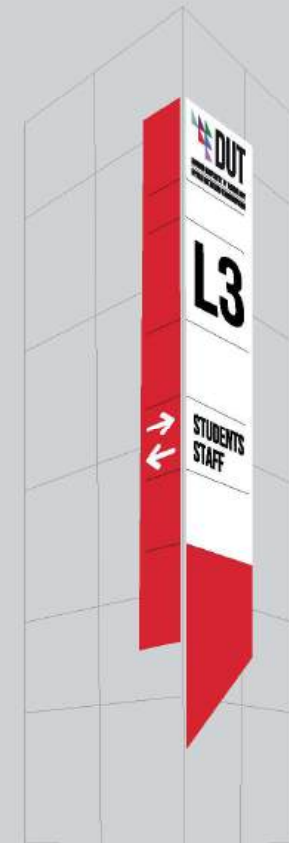
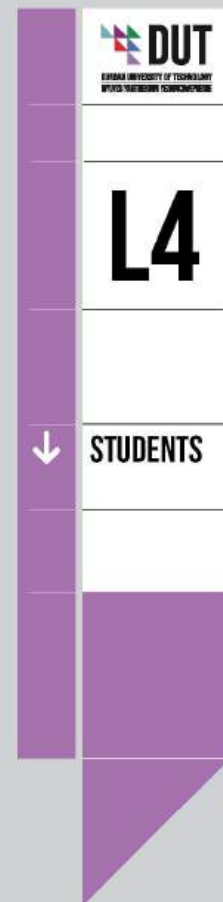


Hanging Parking Signage

Ground Parking Signage



Parking Pillar Variations



Branded Flags (Exterior Pole Mounted)

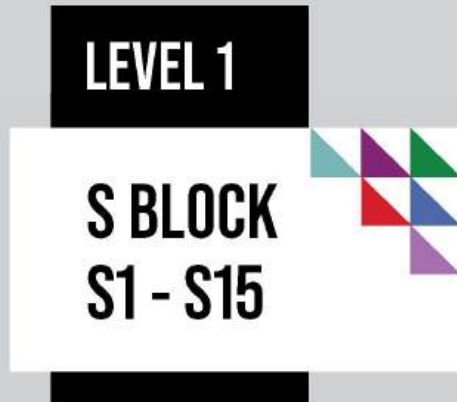




Ablutions Signage



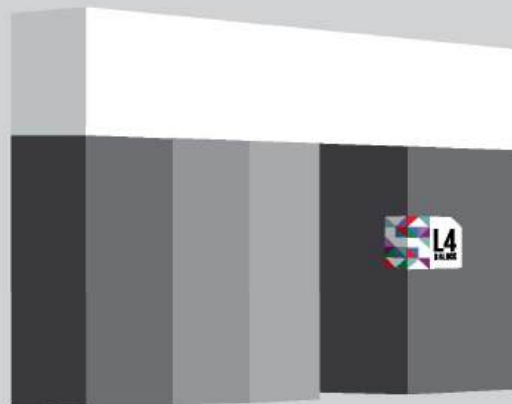
Staircase/Elevator Signage



Residence Signage Wall mounted



Elevator Level Signage Wall mounted







## ICONOGRAPHY



DUT Bus Stop Info board





# ENVISION2030 BRANDING

ENVISION2030 VALUES & PRINCIPLES WALL SIGNAGE



ENVISION2030 VALUES & PRINCIPLES WALL SIGNAGE





integrity

we

**DYRDEK GROUP**

INTEGRITY IS A REPUTATION

INTEGRITY IS A REPUTATION OF ACTION

commitment

fairness

accountability

commitment

10

10



ENVISION2030 VALUES & PRINCIPLES STREETPOLE BANNERS







ACCOUNTABILITY

INTEGRITY

HONESTY

EXCELLENCE

COMPASSION

TRANSPARENCY

FAIRNESS

PROFESSIONALISM

COMMITMENT





## LIVING VALUES LIBRARY BRANDING

# ANNEXURE 4