

## **REQUEST FOR QUOTATIONS**

RFQ: 2025/75

# TERMS OF REFERENCE: APPOINTMENT OF A CONTRACTOR FOR ALTERATIONS AND REFURBISHMENT OF OFFICE SPACE FOR DEPARTMENT OF MECHANICAL ENGINEERING AT DURBAN UNIVERSITY OF TECHNOLOGY

Closing date and time for Submission	10 April 2025 – 11:00am
Compulsory Briefing session: 3 April 2025	5 – 10:00am (DUT Steve Biko Campus, S Block: S5 – L3, Mechanical
Engineering Department)	
Contact person for briefing session que	eries only: Lungelo Zungu <u>lungeloz2@dut.ac.za</u>
Contractors with CIDB grading IGB of	or above and interested in supplying the services as specified herein are
requested to prepare a quotation and se	and it via email for the attention of Director: Procurement.
NB: Only Bids e-mailed to roq@dut	<u>ac.za</u> will be accepted and considered.
Enquiries relating to the bid may be addre	essed to the DUT contact person listed below:
Procurement Enquiries	Technical Enquiries
Name: Shailan Patel	Name: Lungelo Zungu
e-mail: shailanp@dut.ac.za	e-mail: lungeloz2@dut.ac.za

## I. INTRODUCTION

Durban University of Technology (DUT) aims to undertake renovations and alterations of the Mechanical Engineering Department at Steve Biko Campus, Block S5, Level 3 offices to accommodate the day-to-day operations of the department.

# **2.** PROJECT SCOPE OF WORKS

Please note: the below are the minimum identified items that will require the contractor's attention. The scope may vary due to the nature of works. In addition, please refer to the attached Bill of Quantities

- Alterations
- Carpentry and joinery
- Ironmongery
- Ceiling
- Plumbing and drainage
- Paintwork
- Any other works that will be identified during construction (Provisional Sums)

## General design specifications for Department of Mechanical Engineering Offices, S Block: S5 - L3

- Floors in all areas should be carpeted
- Remove and replace damaged suspended ceiling panels and grid
- Decommission and commission services running inside on the soffit (Electrical and Fire Equipment)
- Builder's rubble removal

## 3. GENERAL EXPECTATIONS DURING EXECUTION OF WORKS

The contractor shall carry out the scope of works with minimal or no disruptions to the current occupants of the adjacent buildings, in a clean and conducive working environment.

# **4. PROJECT INFORMATION**

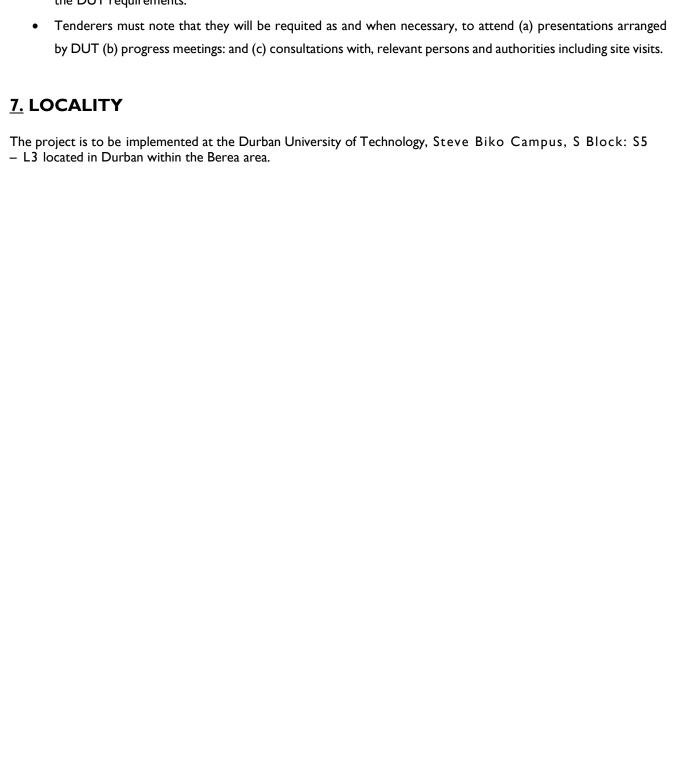
• It is the duty of a contractor to carry an assessment of the Department of Mechanical Engineering project and verify with the Bill of Quantities prior to execution of the works.

## 5. DELIVERABLES AND COST SCHEDULE

Completion of renovations and			

# 6. NOTES

- Applicants are to ensure that they have adequate resources to undertake the work under stringent timeframes.
- Tenderers are required to take note 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.



# **7. EVALUATION PROCESS**

# Submissions will be evaluated in three phases:

# 7.1 Phase I: Submission of compulsory documents

Bidders need to submit all Nine (9) documents listed above in order to be evaluated in Phase 2.

I	The Tax Compliance Status PIN (TCS PIN) 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.
	(Compulsory).
2	Completed Form of Offer (# 7)
3	Forms 5 to 8 completed and signed.
4	Initialed General and special conditions of contract.
5	Company registration documents (CIPC).
7	CIDB grading IGB or above (proof to be attached)
8	Valid insurance indemnity with the cover amount above R 500 000 and must cover project services.
9	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)

# 7.2 Phase 2: Technical / Functional Criteria

With regards to technicality/functionality, the following criteria is 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	KwaZulu Natal	10	10	Certified copy of Water,
	Outside of KwaZulu Natal	5		Electricity or Rates Letter and/ or Lease Agreement
	No Submission	0		No Submission
Proven track record in Similar projects. Reference letters must be signed and on a letter head with	4 reference letters/ completion certificates in similar work in General Building projects  Reference letters must indicate work is completed and to the satisfaction of the customer. 4 points		20	Signed reference letter and on a letter head with contact details.
contact details to be included for verification.	per reference letter.  Reference letter not older than 5 I point per reference letter	years'		
Method statement must include the following subheadings:	<ol> <li>Approach/Methodology</li> <li>Scope Execution,</li> <li>Resource management,</li> <li>Quality Management</li> </ol>	6 points per criteria	30	Brief (5 Pages Maximum)
Project Schedule	A project schedule showing the complete delivery of the full project scope.  NB: No part points will be allocated	30	30	Project Programme  The project schedule must cover the project scope adequately and is logically sequenced.  The project schedule delivers the solution within targeted timelines. (Gant Chart or similar)
Review of Annual financial statements (Financial Statements which were	I. Gearing ratio (Total debt to Total equity):			Financial statements
submitted in Phase one	If the ratio is < 0,5	5	5	
will be utilized for these	If the ratio is $> 0.5$ and $\le 1$	4	э	
calculations based on the ast set of financial	If the ratio is > 1 and ≤ 1,5	3		
statements	If the ratio is $> 1.5$ and $\le 2$	2		

	If the ratio is > 2	0		
	2. Liquidity "Current ratio":	5		
	If ratio > than 2:1			
	If ratio = 2:1	4	5	
	If ratio < 2:1	2	_	
	If ratio < 2:1	0		
Maximum total points	1		100	

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

# 7.I Price and BBBEE

Bidders are to submit valid BBBEE certificates, non-submission will be awarded zero points.

Evaluation (	Evaluation criteria	
I.	Price	80
2.	2. BBBEE—as per the table below	
Total	Total	

## Bidders must complete the table below.

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

Enterprise owned by				
Youth	Minimum 51% black Youth owned enterprise	4	5	
	Minimum 25% black Youth owned enterprise	3		
	Below 25% of 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	
	Minimum of 10% owned by people with disabilities	1		
Additional Specific goals	An entity that is at least 51% owned by black people living in rural or underdeveloped areas or townships	I	I	
	A cooperative which is at least 51% owned by black people	I	I	
			20	

# **Curriculum Vitae (CV) Format:**

Please provide the organogram of the team to be deployed on the project and indicate on the organogram the key staff to be evaluated against the above-mentioned criteria. The following CV to be completed for all the key staff to be deployed on the project.

Surname:	
Nationality:	
Date of Birth:	
Current Residence:	
Name of current Employer and position in enterprise:	
Qualifications: (degrees, diplomas, grades of membership of professional societies and professional registrations)	
<b>Project Job Description:</b> (roles and responsibilities for this particular contract)	
Outline of recent assignments / experience that has a bearing on the scope of work:	

## **Company Experience:**

Complete the following as a statement of similar services successfully executed in the last five (5) years related to social facilitation in buildings in the education and private sector.

Project	Description of Project	Duration and Date Completed	Employer, contact person and contact details

## Methodology and Approach:

The bidder is to provide a clearly articulated methodology demonstrating how the project will be executed. The aim of the methodology, among others is to also demonstrate the bidder's understanding of the scope of work, knowledge and expertise in the area the bidder is to be appointed for, innovation and collaboration with other service providers in the seamless delivery of the project.

# 7. FORM OF OFFER:

# 7.1 Pricing should be based on the breakdown below:

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

# Steve Biko Campus, S Block: S5 - L3

Total Priced BOQ	
Value Added Tax	
(Add: I5% VAT)	
Total Price: (Including VAT)	

(Add: I5% VAT)				
Total Price: (Including VAT	7)			
Signed	Date			
Name	Positio	n		
Tenderer				
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# **FORM 5: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

l, the undersigned, in submitting the accompanying proposal:

bidder.

in response to the invitation for proposals made by:

## **DURBAN UNIVERSITY OF TECHNOLOGY**

do here	eby make the following statements that I certify to be true and complete in every respect:
I certify, on beh	nalf of:that:
(Name	e of Bidder)
I. I have r	read and I understand the contents of this Certificate.
	at the accompanying bid will be disqualified if this Certificate is found not to be true and complete y respect.
I am authorized	by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
•	nose signature appears in the accompanying bid has been authorized by the bidder to determine ms of, and to sign the bid, on behalf of the bidder.
	e purposes of this Certificate and the accompanying bid, I understand that the word "competitor" clude any individual or organization, other than the bidder, whether or not affiliated with the who:
a)	has been requested to submit a bid in response to this bid invitation;
b)	could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
c)	Provides the same goods and services as the bidder and/or is in the same line of business as the

3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium! will not be construed as collusive bidding.

In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding

- a) prices;
- b) geographical area where product or service will be rendered (market allocation)
- c) methods, factors or formulas used to calculate prices;
- d) the intention or decision to submit or not to submit, a bid;
- e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- f) bidding with the intention not to win the bid.
- 4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 6. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating or Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

<sup>&</sup>lt;sup>1</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

	a) Bid means Submiss				
	b) Bidder means Resp				
	d) Directors means of	directors/shareholde	rs/partners/sole proprietors		
	,				
<u>PRM 6:</u> I		EASUREY SCM	Date  SUPPLY CHAIN MANAGE  REQUIREMENT WHICH INDS]		PRACTICES
ORM 6: I THIS IS	DECLARATION OF A NATIONAL TRI	BIDDER'S PAST	SUPPLY CHAIN MANAG	GEMENT P	PRACTICES
ORM 6: I HIS IS	DECLARATION OF  A NATIONAL TRI  RTLY FUNDED FR  Question	BIDDER'S PAST EASUREY SCM OM PUBLIC FUI	SUPPLY CHAIN MANAG REQUIREMENT WHICH I	EMENT P	PRACTICES
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ORM 6: I HIS IS PA	DECLARATION OF  A NATIONAL TRI  RTLY FUNDED FR  Question  Is the Bidder or any database of R	EASUREY SCM OM PUBLIC FUI of its directors liste	REQUIREMENT WHICH IN MOS]  d on the National Treasury's as companies or persons	DUT ADO	PRACTICES  OPTS AS IT
ORM 6: I	DECLARATION OF  A NATIONAL TRI  RTLY FUNDED FR  Question  Is the Bidder or any database of R prohibited fre	EASUREY SCM OM PUBLIC FUI of its directors listed destricted Suppliers om doing business v	REQUIREMENT WHICH INDS]  Indicate the National Treasury's as companies or persons with the public sector?	Tes  Yes	PRACTICES  OPTS AS IT  No
ORM 6: I	DECLARATION OF  A NATIONAL TRI  RTLY FUNDED FR  Question  Is the Bidder or any database of R prohibited fro  (Companies or p	EASUREY SCM OM PUBLIC FUI of its directors listed destricted Suppliers om doing business versons who are li	REQUIREMENT WHICH INDS]  Ind on the National Treasury's as companies or persons with the public sector?	Tes  Yes	PRACTICES  OPTS AS IT  No
ORM 6: I	DECLARATION OF  A NATIONAL TRI  RTLY FUNDED FR  Question  Is the Bidder or any database of R prohibited fro  (Companies or p informed in	EASUREY SCM OM PUBLIC FUI of its directors listed destricted Suppliers om doing business wersons who are line writing of this re-	TSUPPLY CHAIN MANAGE REQUIREMENT WHICH IT NDS]  Ind on the National Treasury's as companies or persons with the public sector?  In the standard sector of the National iteration is the National in the Nation	Yes Yes	PRACTICES  OPTS AS IT  No
ORM 6: I	DECLARATION OF  A NATIONAL TRI  RTLY FUNDED FR  Question  Is the Bidder or any database of R prohibited fre (Companies or p informed in Treasury af	EASUREY SCM OM PUBLIC FUI of its directors listed destricted Suppliers om doing business wersons who are line writing of this refer the audi altere	REQUIREMENT WHICH INDS]  In don the National Treasury's as companies or persons with the public sector?  In steed on this database were estriction by the National arm partem rule was applied).	Yes Yes	PRACTICES  OPTS AS IT  No
ORM 6: I	DECLARATION OF  A NATIONAL TRI  RTLY FUNDED FR  Question  Is the Bidder or any database of R prohibited fre (Companies or p informed in Treasury af The database of Re	EASUREY SCM OM PUBLIC FUI of its directors lister destricted Suppliers om doing business vicersons who are lift writing of this refer the audi alteres estricted Suppliers no	TSUPPLY CHAIN MANAGE REQUIREMENT WHICH IT NDS]  Ind on the National Treasury's as companies or persons with the public sector?  In the standard sector of the National iteration is the National in the Nation	Yes Yes	PRACTICES  OPTS AS IT  No

Is the Bidder or any of its directors listed on the Register for Tender

Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?

The Register for Tender Defaulters can be accessed on the

National Treasury's website (<u>www.treasury.gov.za</u>) by clicking on its link at the bottom of the home page.

Yes

No

1.2

1.2.1	If so, furnish particulars:						
1.3	Was the Bidder (Respondent) or any of its directors convicted by a court of law (including a court outside of the Republic of South	Yes	No				
	Africa) for fraud or corruption during the past five years?						
1.3.1	If so, furnish particulars:	1					
1.4	Was any contract between the Bidder and any organ of state terminated	Yes	No				
	during the past five years on account of failure to perform on or						
	comply with the contract?						
1.4.1	If so, furnish particulars.	•					
1.5.	I note that the following terms of this Expression of Interest have the follow	ving mea	ıning:				
	a. Bid means Submission						
	b. Bidder means Respondent						
	c. Bidding means Submission						
	d. Directors means directors/shareholders/partners/sole proprietors						
Th	is Standard Bidding Document must form part of all bids invited.						
pr	erves as a declaration to be used by institutions in ensuring that when goods and oduced, all reasonable steps are taken to combat the abuse of the supply chain me bid of any bidder may be disregarded if that bidder, or any of its directors have	nanagem	-				
ab	sed the DUT supply chain management system;						
со	committed fraud or any other improper conduct in relation to such system; or						
fail	ed to perform on any previous contract.						
	To give effect to the above, the following questionnaire must be completed and submitted with the bid.						

CORRECT.  CCEPT THAT, IN ADDITION TO CANCELL AGAINST ME SHOULD THIS DECLARA  gnature  Distriction	ATION OF A CONTRACT, ACTION MAY BE TATION PROVE TO BE FALSE.  Date  Name of Bidder	AKEN
AGAINST ME SHOULD THIS DECLARA	Date	AKEN
AGAINST ME SHOULD THIS DECLARA	Date	
osition	Name of Bidder	
osition	Name of Bidder	
	r valle of Blood.	

## I. 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 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;
  - acknowledges that the confidential information is being made available to it solely for the authorized 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 authorized in terms of this undertaking and then only to the extent necessary for the authorized 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 undertaki DUT and the I	ng shall survive the termination of any negotiations or contractual relationship between the
II. 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

(insert Bidder's name) (herein known as the Bidder) hereby indemnify and hold DUT harmless in respect of a 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 exa resisting or settling any damages, injuries or loss that may be occasioned by work necessary in the this bid.  Signed at	We					
We further indemnify DUT in respect of all legal and other expenses as they are incurred by DUT in exa resisting or settling any damages, injuries or loss that may be occasioned by work necessary in te this bid.  Signed at	, ,		,		•	ect of all
resisting or settling any damages, injuries or loss that may be occasioned by work necessary in te this bid.  Signed at						Γin exam
Name of Bidder's representative:  Title of Bidder's representative:  Signature:  Signature of Witness:	resisting or settling any dama		_	-		
Name of Bidder's representative:  Title of Bidder's representative:  Signature:  Signature of Witness:	Signed at		this	day of	20	
Title of Bidder's representative :  Signature :  Signature of Witness :	Name of Bidder	:				
Signature :	Name of Bidder's representati	ve:				
Signature of Witness :	Title of Bidder's representative	e :				
	Signature	:				
Name of Witness :	Signature of Witness	:				
	Name of Witness	:				

## **FORM 8: DECLARATION OF INTEREST**

- I. Any legal person, including persons employed by DUT, or persons having a kinship with persons employed by DUT, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an, advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons employed by DUT, or to persons connected with or related to them, it is required that the bidder or his/her authorized representative declare his/her position in relation to the evaluating/ adjudicating authority where –
- 1.1. The bidder or any of its members or employees are employed by DUT; and/or
- 1.2. The legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
- 2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1.	Full Name of bidder or his or her representative:
2.2.	Identity Number:
2.3.	Position occupied in the Company  (director, trustee,  shareholder²):
2.4.	Company Registration Number:
2.5.	Tax Reference Number:
2.6.	VAT Registration Number:
2.6.1.	The names of all directors/ trustees/ shareholders/ members, their individual identity numbers, tax reference numbers and, if applicable, employee/ PERSAL numbers must be indicated in paragraph 3 below

<sup>&</sup>lt;sup>1</sup> "Employed" in this context is a broad terms and it includes members of DUT council, the auditors from time to time or any other advisors or tribunal associated with DUT.

<sup>&</sup>lt;sup>2</sup> "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise

7.1. Are you or any person connected with the bidder presently employed by DUT?  YES NO  7.1. If so, furnish the following particulars  Name of person/ director/ trustee/ shareholder/ member:  Name of DUT institution or department at which you or the person connected to the bidder is employed:  Position occupied in the institution or department:  Any other particulars:  If you are presently employed by DUT, did you obtain the appropriate authority to undertake remunerative work outside employment?  YES NO  (Note: Failure to submit proof of such authority to the bid document?  YES NO  (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)  7.3. If no, furnish reasons for non-submission of such proof:  Bid you or your spouse, or any of the company's directors/ trustees/ shareholders/ members or their spouses conduct business with DUT in the previous twelve (12) months?  If so, furnish the particulars.				
Name of person/ director/ trustee/ shareholder/ member:  Name of DUT institution or department at which you or the person connected to the bidder is employed: Position occupied in the institution or department:  Any other particulars:  If you are presently employed by DUT, did you obtain the appropriate authority to undertake remunerative work outside employment?  YES NO  (Note: Failure to submit proof of such authority to the bid document?  (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)  If no, furnish reasons for non-submission of such proof:  Did you or your spouse, or any of the company's directors/ trustees/ shareholders/ members or their spouses conduct business with DUT in the previous twelve (12) months?	.7.	Are you or any person connected with the bidder presently employed by DUT?	YES	NO
trustee/ shareholder/ member:  Name of DUT institution or department at which you or the person connected to the bidder is employed:  Position occupied in the institution or department:  Any other particulars:  If you are presently employed by DUT, did you obtain the appropriate authority to undertake remunerative work outside employment?  YES NO  (Note: Failure to submit proof of such authority to the bid document?  YES NO  (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)  Jid you or your spouse, or any of the company's directors/ trustees/ shareholders/ members or their spouses conduct business with DUT in the previous twelve (12) months?	7.1.	If so, furnish the following particulars	L	
department at which you or the person connected to the bidder is employed:  Position occupied in the institution or department:  Any other particulars:  If you are presently employed by DUT, did you obtain the appropriate authority to undertake remunerative work outside employment?  YES NO  (Note: Failure to submit proof of such authority to the bid document?  YES NO  (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)  7.3. If no, furnish reasons for non-submission of such proof:  Did you or your spouse, or any of the company's directors/ trustees/ shareholders/ members or their spouses conduct business with DUT in the previous twelve (12) months?		·		
is employed:  Position occupied in the institution or department:  Any other particulars:  If you are presently employed by DUT, did you obtain the appropriate authority to undertake remunerative work outside employment?  YES NO  (Note: Failure to submit proof of such authority to the bid document?  YES NO  (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)  If no, furnish reasons for non-submission of such proof:  Did you or your spouse, or any of the company's directors/ trustees/ shareholders/ members or their spouses conduct business with DUT in the previous twelve (12) months?				
institution or department:  Any other particulars:  If you are presently employed by DUT, did you obtain the appropriate authority to undertake remunerative work outside employment?  YES NO  Y.2.1. If yes, did you attach proof of such authority to the bid document?  YES NO  (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)  YES NO  Did you or your spouse, or any of the company's directors/ trustees/ shareholders/ members or their spouses conduct business with DUT in the previous twelve (12) months?		•		
7.2. If you are presently employed by DUT, did you obtain the appropriate authority to undertake remunerative work outside employment?  7.2.1. If yes, did you attach proof of such authority to the bid document?  YES NO  (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)  7.3. If no, furnish reasons for non-submission of such proof:  B. Did you or your spouse, or any of the company's directors/ trustees/ shareholders/ members or their spouses conduct business with DUT in the previous twelve (12) months?		·		
undertake remunerative work outside employment?  7.2.1. If yes, did you attach proof of such authority to the bid document?  YES NO  (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)  7.3. If no, furnish reasons for non-submission of such proof:  Did you or your spouse, or any of the company's directors/ trustees/ shareholders/ members or their spouses conduct business with DUT in the previous twelve (12) months?		Any other particulars:		
(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)  7.3. If no, furnish reasons for non-submission of such proof:  B. Did you or your spouse, or any of the company's directors/ trustees/ shareholders/ members or their spouses conduct business with DUT in the previous twelve (12) months?	7.2.		YES	NO
disqualification of the bid.)  7.3. If no, furnish reasons for non-submission of such proof:  Did you or your spouse, or any of the company's directors/ trustees/ shareholders/ members or their spouses conduct business with DUT in the previous twelve (12) months?	7.2.1.	If yes, did you attach proof of such authority to the bid document?	YES	NO
Did you or your spouse, or any of the company's directors/ trustees/ shareholders/ members or their spouses conduct business with DUT in the previous twelve (12) months?				
members or their spouses conduct business with DUT in the previous twelve (12) months?	<b>7.3</b> .	If no, furnish reasons for non-submission of such proof:	-	
	8.	members or their spouses conduct business with DUT in the previous	YES	NO
	.8.1.			<u> </u> 

	Do you, or any pe	rson connected with the bic	dder, have any relationship (fa	mily.		Ţ
	friend, oth		d by DUT and who may be in	-	YES	NO
	If so, furnish partic	ulars.				
	friend, oth	er) between any other bidd	idder, aware of any relationsh der and any person employed tion and or adjudication of th	by DUT	YES	NO
	If so, furnish partic	ulars.				
			reholders/ members of the co		YES	NO
	•	r this contract?	companies wheater or not a	icy ai c	123	
	If so, furnish partic	ulars.				
	ull details of directo	rs/ trustees/ members/ share	eholders.			
F						
F	Full Name	Identity Number	Personal Tax Reference No	State Empl	oyee umber/	

I. Note that the follow	ring terms have the following	g meaning:	
a. Bid means Submissi	on		
b. Bidder means Resp	ondent		
c. Bidding means Subr			
_		relegio proprieta	
d. Directors means di	rectors/shareholders/partne	rs/sole proprietors	
ECLARATION			
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I, THE UNDERSIGNED (NAM			
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# 10. GENERAL CONDITIONS OF CONTRACT FOR GOODS AND SERVICES

## NB Bidders to Initial Each Page

#### I. 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:
- I.I.I 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;
- I.I.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;
- I.I.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;
- I.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 nett 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.

#### **II. 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 aforegoing, 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

## NB Bidders to Initial Each Page

(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'S:**

				Bi	LL NO. 1: ALTERATIONS
ITEN	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BILL NO. 1				
	ALTERATIONS Note:				
	View Site  Before submitting his tender the tenderer shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials salvageable from the alterations. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained				
	Explosives				
	No explosives whatsoever may be used for alteration purpose unless otherwise stated <u>General</u>				
	The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to tenants in the building and to the adjoining premise their tenants. He shall provide proper protection and provide erection, and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the principal agent or client				
	Doors, fanlights, windows, fittings, frames, linings, etc. which are to remain the property of the employer shall be carefully taken out, temporarily stored, transported over the distance of approximately _km to store, and handed over to the employer.				
	Doors, fanlights, windows, fittings, frames, linings, etc which are to be re-used shall be thoroughly overhauled before refixing including taking off, easing and rehanging, cramping up, re-wedging as required and making good cramps, dowels, etc, and oiling, adjusting and repairing ironmongery as necessary, replacing any glass damaged in removal or subsequently and stopping up all nail and screw holes with tinted plastic wood to match timber, unless otherwise described. Re-painting or revarnishing is given separately				
	Prices for taking out of doors, windows, etc shall include for removal of all beads, architraves, ironmongery, etc Prices for taking out and removing doors and frames shall include for removing door stops, cabin hooks, etc With regard to building up of openings in existing walls, cement screeds and pavings, granolithic, tops of walls, etc, shall be levelled and prepared for raising of brickwork				
	Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary				
	The contractor will be required to take all dimensions affecting the existing buildings on the site and he will be held solely responsible for the accuracy of all such dimensions where used in the manufacture of new items (doors, windows, fittings, etc  REMOVAL OF EXISTING WORK				
	Taking out and removing doors, windows, etc, including thresholds, sills, etc				
1	Timber single door not exceeding 2,5m <sup>2</sup>	No.	25		
2	Timber double door not exceeding 2,5m <sup>2</sup>	No.	2		
3	Aluminium single door not exceeding 2,5m²	No.	2		
4	Aluminium glazing (in reception)	No.	1		
	Taking down and removing roofs, floors, wall panelling, ceilings, partitions, etc				
5	Gypsum plasterboard partition walls	m²	7		
	Removal of floor finishes				
6	Ceramic tiles on floors	m²	30		
U	Ceramic area on noors	'''	30		

7	Carpert tiles on floors	m²	180		
		AMOU	NT CARRII	D FORWARD	
				В	LL NO. 1: ALTERATIONS
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		AMOUN	T BROUGI	HT FORWARD	
	Taking out and removing ironmongery				
8	Paper towel holder from the wall	No.	1		
9	Soap dispensor	No.	1		
10	Hand Towel Dispensor	No.	1		
	Taking out/off and removing of cupboards and counters, and cart away				
11	Take out and remove 600mm wide x 1900mm long x 900mm high wall shelving (in reception)	No.	1		
12	Take out and remove 600mm wide x 1800mm long x 900mm high wall shelving (in reception)	No.	1		
13	Take out and remove 1050mm wide x 500mm deep x 2600mm high wall shelving (in passage)	No.	1		
	Take out and remove existing 3600 wide, 600mm deep x1050mm high pigeon holes shelving and open shelving, including countertops glaze aluminum windows (in reception)	No.	1		
15	Take out and remove wall cupboards built in service ducts on office walls (to closed with , actual quantity to be verified on-site	No	8		
16	Take out and remove existing shelving panel (in passage)	No	2		
17	Trim cupboard (in new boardroom)	No	1		
	Taking out/off and removal of Pining Board, White Boards, etc. and make good of				
	the walls. Removal of Pinning Boards	No.	14		
	Removal of White Boards	No.	10		
13	Nemoval of White Bourds	140.	10		
		BILL NO.		TIONS TOTAL	 
ITEN	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BILL NO 2		-		
	CARPENTRY AND JOINERY				
	TIMBER DOORS, WINDOWS, ETC				
	DOORS ETC				
	Doors as to the architect description				
	20013 as to the architect description				
	<u>FITTINGS</u>				
	CUPBOARDS, SHELVING,				
1	Supply and install new 2000m long x 600mm deep x 900mm high white gloss	No.	1		
	melamine cupboards with covered shelves, with horizontal silver hanldes approx.  150mm, 30mm grey bull-nose granite top, and all necessary fittings. (Ref. Drawing No. SD 01 - 03_Cupboard 2)		•		

	Note Proprietary items				
	IRONMONGERY				
	BILL NO 3				
ITEN	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
			<u> </u>	В	ILL NO. IRONMONGERY
	BILL NO.	. 2: CAPENT	 RY AND JO	INERY TOTAL	
12	Ditto to close up the service duct opeings	m2	6		
11	Dry wall as per architect specicicaton	m2	16		
	DRY WALLS				
10	WHITE BOARDS Supply and install new "Parrot" or similar approved 1200mm x 1200mm White Magnatic Board (Quantity to be verified on site)	No.	14		
	PIN BOARDS Supply and install new 1200mm x 1200mm pin boards (Quantity to be verified on site)	No.	16		
7	Supply and install new new microwave shelf 600mm wide x 400mm depth x 16mm thick melamine board with ABS edging on 2x HD steel brackets wall mounted at 1,5m	No.	1		
6	passage)  Modify existing new boardroom sink cupboard and install a granite top.	No.	1		
	drop-in sink (sink measure elsewhere) to over drawers,60mm high granite skirting, 100m high plinth and all necessary fittings. (Ref: Drawing Number SD 01 - 02_Cupboard No. 1)  Supply and install 16mm cupboard door to suit with handle to match existing. (in	No.	2		
4	Supply and install new kitchen cupboards comprising 16mm grey melamine with silver horizon hanldes approx. 150mm long, covered shelvng approx. horizontal handles approx. 150mm long, 30mm grey bullnose granite top with hole cut to fit	No.	1		
3	Supply and install new white high glosss shutter-board cupboard comprising 500mm x 220mm white melamine pigeon holes total no. 16 of ABS edging, 800mm x 484(454)mm open shelves, and 300mm wide x grey bullnose grate top over drawers and shelves a 1,1m height. (Ref: Drawing Number SD 01- 04_Cupboard 4)	No.	1		
	Supply and install new 2000m long x 500mm deep x 2100mm high white gloss melamine cupboards with covered shelves, with horizontal silver handles approx. 150mm,100m high plinth and all necessary fittings. (Ref. Drawing No. SD 01 - 03_Cupboard 3)	No.	1		

IRONMONGERY

Note

Proprietary items

Where applicable the manufacturers' names or product catalogue titles are given in sub-headings preceding the items

Prices are to be based on the specific products/articles specified. If tenderers wish to offer alternative products/articles for certain items, these items are to be clearly marked and the alternative specification given with supporting brochures etc clarifying the features of the products/articles offered

On request returnable samples are to be provided to the principal agent for consideration

HINGES, BOLTS, ETC

Manufactured by "?"

ام ا	4.5 asia 400an basa but biasa	ls.	۱ ،	İ	I
1	1,5 pairs 108mm brass butt hinges	No.	1		
	<u>LOCKS</u>				
	Manufactured by "?"				
	In accordance with "?" catalogue				
	Aluminium three-lever lockset	No.	30		
			30		
<u>!</u>	HANDLES .				
	Manufactured by "?"				
3	Aluminium door handle	No.	30		
	LETTERS, NAMEPLATES, ETC				
4	Aluminium plate with the name "BOARDROOM"	No.	1		
	SUNDRIES				
5	38mm Diameter rubber door stop	No.	3		
		BILL NO. 3:	IRONMOI	NGERY TOTAL	
			_		BILL NO. 4: CEILING
ITEN	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BILL NO. 4				
9	CEILINGS AND PARTIONS				
	CEILINGS AND PARTIONS SUSPENDED CEILINGS				
3		m2	200		
3	SUSPENDED CEILINGS	m2	200		
3	SUSPENDED CEILINGS	m2	200		
3	SUSPENDED CEILINGS		LL NO. 5 C	EILING TOTAL	
3	SUSPENDED CEILINGS		LL NO. 5 C		MBING AND GRAINAGE
3	SUSPENDED CEILINGS		LL NO. 5 C		
1:	SUSPENDED CEILINGS  Supply and replace with new 1200 x 600mm acoustic ceiling panels and gridwork	ВІ	LL NO. 5 C	ILL NO. 5 PLU	   MBING AND GRAINAGE 
1 s	SUSPENDED CEILINGS  Supply and replace with new 1200 x 600mm acoustic ceiling panels and gridwork	ВІ	LL NO. 5 C	ILL NO. 5 PLU	   MBING AND GRAINAGE 
1 :	Supply and replace with new 1200 x 600mm acoustic ceiling panels and gridwork  DESCRIPTION	ВІ	LL NO. 5 C	ILL NO. 5 PLU	   MBING AND GRAINAGE 
1 :	Supply and replace with new 1200 x 600mm acoustic ceiling panels and gridwork  DESCRIPTION  BILL NO. 5 PLUMBING AND DRAINAGE (PROVISIONAL)	ВІ	LL NO. 5 C	ILL NO. 5 PLU	   MBING AND GRAINAGE 
1 :	Suspended Ceilings  Supply and replace with new 1200 x 600mm acoustic ceiling panels and gridwork  DESCRIPTION  BILL NO. 5	ВІ	LL NO. 5 C	ILL NO. 5 PLU	   MBING AND GRAINAGE 
ITEN	Supply and replace with new 1200 x 600mm acoustic ceiling panels and gridwork  DESCRIPTION  BILL NO. 5 PLUMBING AND DRAINAGE (PROVISIONAL)  User Note Stainless steel for economy basins, domestic sinks and worktops shall be Type 430 (17/0)	ВІ	LL NO. 5 C	ILL NO. 5 PLU	   MBING AND GRAINAGE 
11:	Supply and replace with new 1200 x 600mm acoustic ceiling panels and gridwork  DESCRIPTION  BILL NO. 5  PLUMBING AND DRAINAGE (PROVISIONAL)  User Note Stainless steel for economy basins, domestic sinks and worktops shall be Type 430 (17/0) Stainless steel for urinals, basins, quality sinks, wash troughs, institutional	ВІ	LL NO. 5 C	ILL NO. 5 PLU	   MBING AND GRAINAGE 
1 :	Supply and replace with new 1200 x 600mm acoustic ceiling panels and gridwork  DESCRIPTION  BILL NO. 5  PLUMBING AND DRAINAGE (PROVISIONAL)  User Note  Stainless steel for economy basins, domestic sinks and worktops shall be Type 430 (17/0) Stainless steel for urinals, basins, quality sinks, wash troughs, institutional equipment, etc shall be Type 304 (18/8) Stainless steel for urinals, basins, quality sinks, wash troughs, institutional	ВІ	LL NO. 5 C	ILL NO. 5 PLU	   MBING AND GRAINAGE 
1 : 1 : 1 : 1 : 1 : 1 : 1 : 1 : 1 : 1 :	Supply and replace with new 1200 x 600mm acoustic ceiling panels and gridwork  DESCRIPTION  BILL NO. 5 PLUMBING AND DRAINAGE (PROVISIONAL)  User Note Stainless steel for economy basins, domestic sinks and worktops shall be Type 430 (17/0) Stainless steel for urinals, basins, quality sinks, wash troughs, institutional equipment, etc shall be Type 304 (18/8)	ВІ	LL NO. 5 C	ILL NO. 5 PLU	   MBING AND GRAINAGE 

Outer edges of sinks, basins, baths, urinals, etc are to be sealed against adjacent surfaces with approved silicone			
PVC-U pipes and fittings			
Sewer and drainage pipes and fittings shall be jointed and sealed with butyl rubber			
Soil, waste and vent pipes and fittings shall be solvent weld jointed or sealed with butyl rubber rings			
PVC-U pressure pipes and fittings			
Pipes of 50mm diameter and smaller shall be plain ended with solvent welded PVC-U loose sockets and fittings			
Copper pipes Pipes shall be hard drawn and half-hard pipes of the class described. Class 0 (thin walled hard drawn) pipes shall not be bent. Class 1 (thin walled half-hard), Class 2 (half-hard) and Class 3 (heavy walled half-hard) pipes shall only be bent with benders with inner and outer formers. Fittings to copper waste, vent and anti-syphon pipes, capillary solder fittings and compression fittings shall be "?" type. Capillary solder fittings shall comply with ISO 2016 Copper pipes are to be installed in accordance with the latest revision of the Code of Practice for Copper Plumbing soldering techniques. Flux, solder, etc to be strictly in accordance with the manufacturer's requirements with special attention to copper flux composition Reducing fittings			
Where fittings have reducing ends or branches they are described as "reducing" and only the largest end or branch size is given. Should the contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained			
	BILL NO. 5 PI III	MBING AND DRAINAG	

		В	ILL NO. 5 PLU	MBING AND DRAINAGE
DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Fixing of pipes				
Unless specifically otherwise stated, descriptions of pipes shall be deemed to include fixing to walls, etc, casting in, building in or suspending not exceeding 1m below suspension level <a href="Paper wrapping to pipes">Paper wrapping to pipes</a>				
Pipes chased into brickwork must be wrapped with two layers of stout brown paper tied with wire. Rates are to include for wrapping around joints and fittings				
Disinfection of water pipework				
Water pipework is to be disinfected at completion				
As-built drawings				
Where required, the contractor shall prepare an updated set of as-built drawings. At completion of the contract the contractor shall hand these drawings to the principal agent for reproducing onto the originals for handing over to the employer (provision for allowance of as-built drawings elsewhere)				
SANITARY FITTINGS				
SINK				
1 Franke' 1200mm x 500mm Quinline double bowl sink (QLX621-120) or equally approved fixed into the granite tops, with all required fittings and waterproofing as necessary. ( Note: Mixer, valve, trap, and waste unions are measured elsewhere)	No.	1		
Sanitary Bins				

J	330mm x 200mm x 413mm stainless steel Excel Wastecare 27 litre Bin (SW/13)	No.	1		
	TAPS, VALVES, ETC				
	TAPS & MIXERS				
3	Tivoli Serina Chrome Spring Sink Mixer Tap or similar and approved.  Code: TVSB2338/CH	No.	1		
	WASTE UNION				
4	Un-slotted c.p. sink waste with backnut and plug with stirrup(code 317-40)	No.	2		
	TRAPS ETC				
	P'-trap with deep seal and cleaning (for sink)	No.	2		
	WATER SUPPLIES				
	COPPER PIPES & FITTINGS				
	Class 1 copper pipes with capillary or compression couplings				
	<u>Pipes</u>				
7	22mm copper pipes	m	40		
8	15mm copper pipes	m	30		
	Fittings				
9	22mm copper fittings	No.	6		
10	15mm copper fittings	No.	8		
	Testing				
	Testing water pipe system	Item	1		
			1		
	ELECTRIC WATER HEATERS  10Litre Hydroboil water heater fixed inside the cupboard.	No.			
		NO.	1		
	WASTE PIPES				
- 11	<u>PVC PIPES</u> 40 mm diametre pipe	m	40		
	40 mm diametre pipe				
ı	PVC FITTIONGS				
	40 (i++:	NI -	8		
	40mm fittings	No.			
- 1	40mm fittings	No.			
	40mm fittings	No.			
- 1			BING & DRA	ANAGE TOTAL	
- 1			BING & DRA		BILL NO. 6: PAINTWO
- 1			BING & DRA		
15	BILL N	O. 5: PLUME			 BILL NO. 6: PAINTWO 
15	DESCRIPTION	O. 5: PLUME			 BILL NO. 6: PAINTWO 
15	DESCRIPTION  BILL NO 6	O. 5: PLUME			 BILL NO. 6: PAINTWO 
15	DESCRIPTION  BILL NO 6  PAINTWORK  PREPARATORY WORK TO EXISTING WORK	O. 5: PLUME			 BILL NO. 6: PAINTWO 
15	DESCRIPTION  BILL NO 6  PAINTWORK  PREPARATORY WORK TO EXISTING WORK  Previously painted plastered surfaces	O. 5: PLUME			 BILL NO. 6: PAINTWO 
15	DESCRIPTION  BILL NO 6  PAINTWORK  PREPARATORY WORK TO EXISTING WORK	O. 5: PLUME			 BILL NO. 6: PAINTWO 
15	DESCRIPTION  BILL NO 6  PAINTWORK  PREPARATORY WORK TO EXISTING WORK  Previously painted plastered surfaces  Surfaces shall be thoroughly washed down and allowed to dry completely before an paint is applied. Blistered or peeling paint shall be completely removed and cracks	O. 5: PLUME			 BILL NO. 6: PAINTWO 
15	DESCRIPTION  BILL NO 6  PAINTWORK  PREPARATORY WORK TO EXISTING WORK  Previously painted plastered surfaces  Surfaces shall be thoroughly washed down and allowed to dry completely before an paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler and finished smooth	O. 5: PLUME			 BILL NO. 6: PAINTWO 

Surfaces shall be thoroughly cleaned down. Blistered or peeling paint shall be completely removed and cracks and crevices shall be primed, filled with suitable filler and finished smooth				
COLOURS				
<u>User note</u>				
In the event of the colour scheme for the project not being available when required for the preparation of quantities, it is recommended that either all paintwork be described as being in the "White" colour group or that ceilings be described as being in the "White" colour group and the balance being in the "Pastel" colour group and that provision be made for other colour groups by way of "extra over" items marked "Provisional" as provided for in the measuring system (See measurement rule No. 5 under item 2: Colours). The following items are examples of such "extra over" items:				
"Extra over for paintwork on components (ceilings?) in the "White" colour group for paintwork in the "Pastel" colour group (Provisional)@n²"				
"Extra over for paintwork on components in the "Pastel" colour group for paintwork in the "Deep" colour group (Provisional)  1872				
Unless otherwise described paintwork on ceilings shall be deemed to be in the "White" colour group and paintwork on all other components shall be deemed to be in the "Pastel" colour group in accordance with the Natural Colour System (NCS) adopted by the SA National Standards  PAINTWORK TO PREVIOUSTLY PAINTED SURFACES				
ON INTERNAL GYPSUM PLASTER SURFACES				
To dry walls a	m2	100		
	В	ILL NO. 6:	PAINTWORK	

DESCRIPTION	UNIT	QTY	RATE	AMOUNT
AMOUNT BROUGHT FORWARD	<u> </u>		1	
BILL NO 7				
<u>METALWORK</u>				
Glazing shall comply with SAGGA regulations. Glass shall be type? laminated performance glass as shown on the window schedules/drawings appended to these bills of quantities (as described in the headings to window descriptions?). Glass thickness shall comply with SAGGA regulations irrespective of thicknesses shown on the schedules/drawings  Doors and windows shall be supplied with protective tape and plastic and shall be removed only once surrounding trades have been completed				
For purpose made windows and doors, refer to drawings annexed to (issued separately with?) these bills of quantities				
The following certificates shall be provided prior to commencement of site work:  1. A copy of the relevant AAAMSA Performance Test Certificate from the manufacturer/contractor supplying the architectural aluminium product				
2. A Certificate of Conformance confirming that anodising or powder coating has been processed in accordance with SANS 999 and SANS 1796 respectively				
3. A powder guarantee of not less than 15 years issued by the powder manufacturer. The specific conditions contained in this guarantee shall form part of the powder coating process				
4. A Certificate of Conformance confirming that glazing has been installed in accordance with SANS 0137, ensuring that safety glazing materials have been installed in the mandatory areas and that each individual pane of safety glazing materials has been permanently marked				
5. A warranty from the manufacturer of the laminated safety glass and/or hermetically sealed glazing units guaranteeing the products against delamination and colour degredation for a period of not less than five years				
ALUMINIUM WINDOWS, DOORS, ETC				
WINDOWS  Supply and install new size 4469mm wide x 1750mm high reception front with 1200mm long and 1m high sliding powder-coated white aluminium window lockable from internally in new reception with 6mm clear toughened glass over granite top, including all necessary fitting	No.	1		
DOORS  Supply and install 1660 x 2100mm white powder coated aluminium door, complete with side light, fan light to 2,89m undersides on ceiling subframes, ironmongery, frosted glass, sealing, and all necessary fittings to match new reception slidding window. (Reception)	No.	1		
Powder coated white aluminium door size 813 x 2032mm high	No.	21		
Powder coated white aluminium door size 813 x 2032mm high with a door closer (in reception)	No.	1		
6mm toughened safety glazing aluminium door size 813 x 2032mm high	No.	4		
SECURITY GATES				
Hot dipped after fabrication mild steel welded security gate,				
900mm wide x 2100mm high security gate to suite the opening (Main entrance)	No.	1		
DOOR FRAMES				
<del>5001.10 III.20</del>				

DESCRIPTION	UNIT	QTY	RATE	NO. 8: PROVISIONAL SU AMOUNT
BILL NO 8				
PROVISIONAL SUMS				
General				
Work for which budgetary allowances are provided will be measured and valued in accordance with the relevant building agreement or building contract, and deducted in whole or in part if not required without any compensation for loss of profit on the said allowances				
Prime cost amounts and provisional sums are net. Prime cost amounts shall include for delivery to site of all articles concerned				
User note  Refer hereunder to "nominated subcontractors" or "selected subcontractors" or both as the case may be and in accordance with the relevant building agreement (building contract)				
Where "attendance" is defined in the relevant subcontract agreement/subcontract, the user is to refer thereto and is to ensure that the designations therein are used. Where "attendance" is not defined in the relevant subcontract agreement/subcontract, the user is to provide a detailed description of the				
"attendance" required from the contractor  General attendance on nominated/selected subcontractors				
User note				
Use the following descriptions where the JBCC N/S Subcontract Agreement is applicable				
The item "attendance" which follows each provisional sum for nominated/selected subcontractors' work, shall be deemed to cover all the contractor's costs incurred in providing free of charge to the nominated/selected subcontractors the contractor's duties as described in clause 12.2 of the JBCC N/S Subcontract Agreement				
Special attendance on nominated/selected subcontractors Where "special attendance" such as unloading, storing, placing in position, providing special power supplies, specific hoisting, cranage and scaffolding requirements, provision of temporary casing and/or other specific protection of the works, special security and clearing away rubbish is required, a separate item describing the specific requirements in detail is to be provided for the pricing of such requirements				
Builder's work				
Builder's work in connection with specialist services is given elsewhere in these bills of quantities				
BUDGETARY ALLOWANCES				
Sundry building work				
Provide a provisional sum for fumigation of all mechanical engineering department office spaces, and provide certificate at completion	Item	1		
Provide the provisional sum for all Electrical installation, replacements, new fittings, new lighting, ect.	Item	1		
Provide the provisional sum for new commercial belgotex carpet tiles including hardwood skirting finished with 2 coats of vanish paint by a specialist constractor.	Item	1		
Provide the provisional sum for brick-up and plaster door opening to match existing walls	Item	1		
Provide the provisional sum for supplying and installing fabric vertical blinds on existing windows. 15 windows with size 1,1m wide x 1,8m height	Item	1		
Provide a provisional sum for tidying up after	Item	1		
RIII I	. NO. 81 PR	OVISIONAL	. SUMS TOT	AL

					ELIMINARIES & GENER
٧	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BII	LL NO. 9				
PR	RELIMINARIES & GENERALS				
	ovide an allowance for health and safety compliance, file, PPE, and anything lated.	sum	1		
	ovide an allowance for the compilation of contractual documentation.	sum	1		
Dra	ovide an allowance for minor site preparation, barricading, demarcation,	sum	1		
	affoldings, etc.	sum			
<u> </u>		. 9 PRELIMINA	1	1	

BILL OF	QUANTITIES SUMMARY
	AMOUNT (R)
SUMMARY PAGE	
BILL NO. 1: ALTERATIONS	
BILL NO. 2: CARPENTRY AND JOINERY	
BILL NO. 3: IRONMONGERY	
BILL NO. 4: CEILING	
BILL NO. 5: PLUMBING AND DRAINAGE	
BILL NO. 6: PAINTWORK	
BILL NO. 7: METALWORK	
BILL NO. 8: PROVISIONAL SUMS	
BILL NO. 9: PRELIMINARIES & GENERALS	
SUB-TOTAL (EXCL VAT)	
VAT (15%)	
TOTAL (INCL VAT	

### SCOPE OF WORKS: PROJECT PHASE 2

- 1. REPLACE EXISTING CARPET IN ALL OFFICES & PASSAGE, PREPARE FLOOR AND INSTALL NEW COMMERCIAL BELGOTEX CARPET TOTAL = 210 sq/m, INCLUDING 76mm X 22mm HARDWOOD SKIRTING FINISHED WITH 2 COATS OF VARNISH PAINT IN ALL OFFICES INCLUDING PASSAGE & STORES. (CONTRACTOR TO SUPPLY BELGOTEX COLOR CATALOGUE.
- 2. REPLACE ALL EXISTING CEILING PANELS WITH NEW 1200x600mm OWACOUSTIC CEILING PANELS TOTAL = 210 sq/m, TO RE-USE EXISTING CEILING "T GRIG" AND NEW "LED" 3 TUBE RECESSED 1,2mx 600 LIGHT FITTINGS TO MAKE GOOD FINISH.
- 3. NEW BUILT-IN CUPBOARD IN NEW TEA ROOM AS PER ATTACHED CUPBOARD DETAIL 1 DRAWING No. SD01-02.
- 4. SUPPLY & INSTALL NEW 10 LITRE HYDROBOIL WATER HEATER INSIDE CUPBOARD MAKE PROVISION FOR NEW SINGLE PLUG INSIDE CUPBOARD, WATER & WASTE PIPE CONNECTS INTO EXISTING.
- 5. NEW BUILT-IN CUPBOARDS IN RECEPTION CUPBOARD 2 900mm HIGH WITH GREY GRANITE TOP & CUPBOARD 3 AT 2,1m HIGH AS PER DETAIL DRAWING No. SD01-03.
- 6. SUPPLY & INSTALL NEW RECEPTION COUNTER AS PER DETAIL DRAWING No. SD01-04 INCLUDING NEW POWDER COATED WHITE ALUMINIUM WINDOWS WITH 1,2m WIDE x 1m HIGH LOCKABLE SLIDING WINDOW FROM INSIDE FITTED OVER RECEPTION COUNTER WITH 6mm CLEAR TOUGHENED SAFETY GLAZING.
- 7. REPLACE EXISTING STAFF ENTRANCE DOOR INCLUDING SIDE LIGHT WITH NEW POWDER COATED WHITE TO MATCH NEW RECEPTION SLIDING WINDOW 1,66m WIDE X 2,1m HIGH WITH FIXED FANLIGHT OVER TO 2,85m UNDERSIDE CEILING.
- 8. SUPPLY & INSTALL NEW BIOMETRIC AND DISCS ACCESS CONTROL FOR STAFF BY SPECIALIST (TO INCLUDE DISCS FOR ALL STAFF MEMBERS & EXTRA 2 TO CHECK).
- 9. DEMOLISH EXISTING DRYWALLS IN NEW HOD'S OFFICE, TO REMOVE EXISTING DOOR AND CLOSE-UP WITH DRYWALL TO MATCH EXISTING (AS SHOWN ON PLAN).
- 10. DEMOLISH EXISTING CUPBOARD IN PASSAGE SHOWN DASHED & INSTALL NEW ELECTRICAL DOUBLE POINTS & DUT DATA POINT (AS SHOWN ON PLAN).
- 11. SUPPLY & INSTALL NEW CUPBOARDS BUILT INTO SERVICE DUCTS WITH 16mm THICK SHUTTER-BOARDS 1,5m LONG x 400mm DEPTH AT EQUAL CENTRES TOTAL No.4 OFF PER DUCT TO BE PRIMED & PAINTED MAHOGANY FINISH, TOTAL No. 8 OFF.
- 12. SUPPLY & INSTALL NEW PIN BOARDS 1,2m X 1,2m FOR ALL OFFICES, TOTAL No. 10 OFF TO BE CONFIRMED ON SITE PRIOR TO SUBMISSION OF QUOTATIONS BY CONTRACTORS.
- 13. SUPPLY & INSTALL NEW WHITE BOARDS 1,2m X 1,2m FOR ALL OFFICES, TOTAL No. 10 OFF TO BE CONFIRMED ON SITE PRIOR TO SUBMISSION OF QUOTATIONS BY CONTRACTORS.
- 14. REPLACE ALL EXISTING BLINDS WITH NEW FABRIC TYPE VERTICAL BLINDS TO SUIT WINDOW SIZES APPROX. 1,2m WIDE x 1,6m HIGH TO BE CONFIRMED ON SITE PRIOR TO FABRICATION INCLUDING THE TOTAL No. 15 OFF ALL DEPARTMENTAL WINDOWS.
- 15. PREPARE & REPAINT ALL WALLS INTERNALLY WITH 2 COATS OF DULUX PAINT, COLOR TO BE CONFIRMED BY MECHANICAL ENGINEERING DEPARTMENT.
- 16. SUPPLY & INSTALL NEW POWDER COATED WHITE SLAM-LOCK SECURITY GATE OVER RECEPTION COUNTER APPROX. 4,46m WIDE x 750mm HIGH FITTED INTERNALLY BY SPECIALIST.
- 17. FUMIGATION OF ALL MECHANICAL ENGINEERING DEPARTMENTAL OFFICE SPACES AND CONTRACTOR TO ISSUE CERTIFICATE ON COMPLETION.
- 18. REMOVE EXISTING SHELVING PANELS AND INSTALL NEW DOORS TO SUIT OPENING SIZE OF EXISTING CUPBOARDS, TOTAL No. 2 OFF LOCATED IN THE PASSAGE AREA.
- 19. REMOVE EXISTING EXTERNAL DOOR IN THE NEW TEA ROOM TO BRICK-UP OPENING AND MAKE GOOD TO MATCH BOTH SIDES.
- 20. REPLACE ALL EXISTING INTERNAL OFFICE DOORS WITH FULL POWDER COATED WHITE ALUMINIUM DOORS TOTAL No 20 OFF (TO BE CONFIRMED ON SITE).
- 21. NEW TEA ROOM AND BOARDROOM DOORS WITH 6mm TOUGHENED SAFETY GLAZING TOTAL No. 4 OFF & REMOVE PASSAGE DOORS WITH DOOR FRAMES TO REMAIN.
- 22. EXISTING SINK CUPBOARD IN THE NEW BOARDROOM TO BE MODIFIED AND
- 23. SUPPLY AND INSTALL NEW MICROWAVE SHELF 600mm WIDE x 400mm DEPTH x 16mm THICK MELAMINE BOARD WITH ABS EDGING ON 2x HD STEEL BRACKETS WALL MOUNTED AT 1.5m HEIGHT ABOVE FLOOR LEVEL (SEE LOCATION ON PLAN).
- 24. THE CONTRACTOR TO ENSURE THAT ON COMPLETION THE FOLLOWING ARE SUBMITTED;
  - B- FIRE DETECTION ARE ADDRESSED AND ZONE PROPERLY;
  - C- PLUMBING CERTIFICATE;
- D- WARRANTEES AND GUARANTEES OF THE NEW EQUIPMENT.
- 25. CONTRACTOR TO TIDY UP AFTER COMPLETION.



REAL ESTATE PLANNING - D.U.T Steve Biko Campus, 121 Steve Biko Road, Durban 4001

Tel: 031 373 6333

PROJECT DURBAN UNIVERSITY OF TECHNOLOGY - STEVE BIKO CAMPUS FEBE - MECHANICAL ENGINEERING DEPARTMENT: S5 - L3

SCOPE OF WORKS: PHASE 2

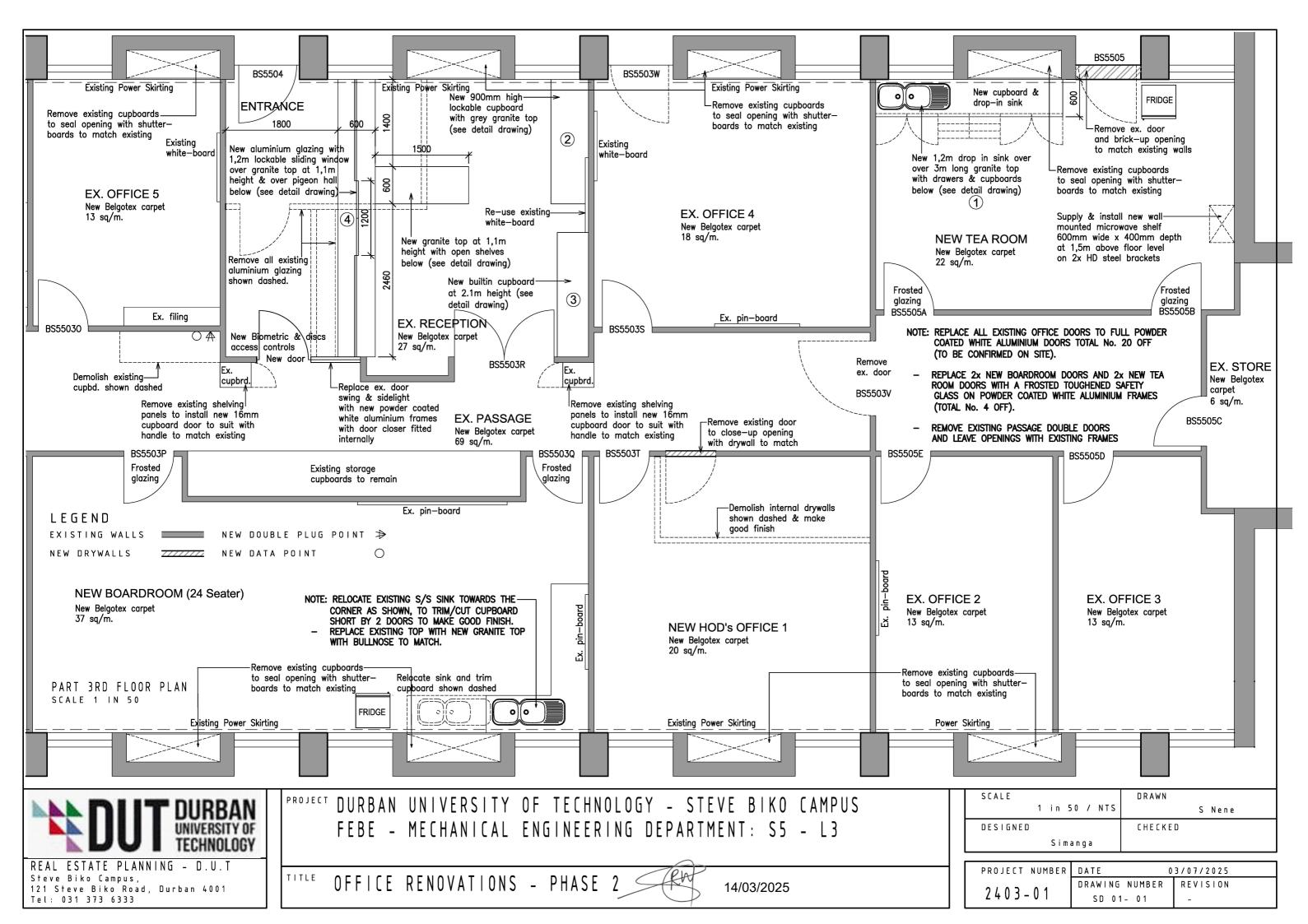


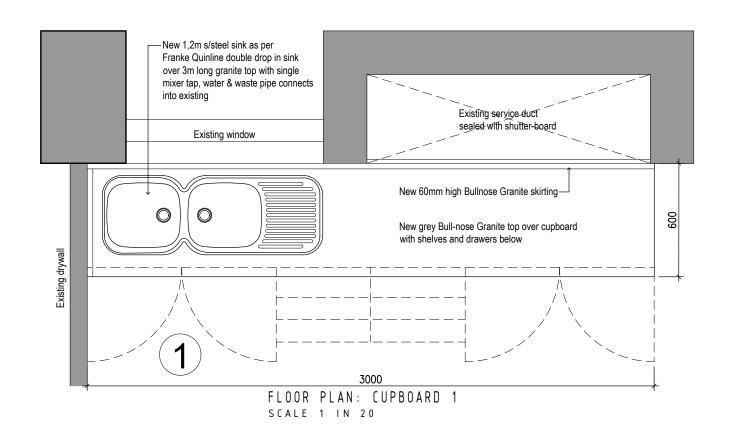
14/03/2024

SCALE		DRAWN
	N . T . S	S Nene
DESIGNED		CHECKED
	Simanga	

PROJECT NUMBER DATE 03/07/2025

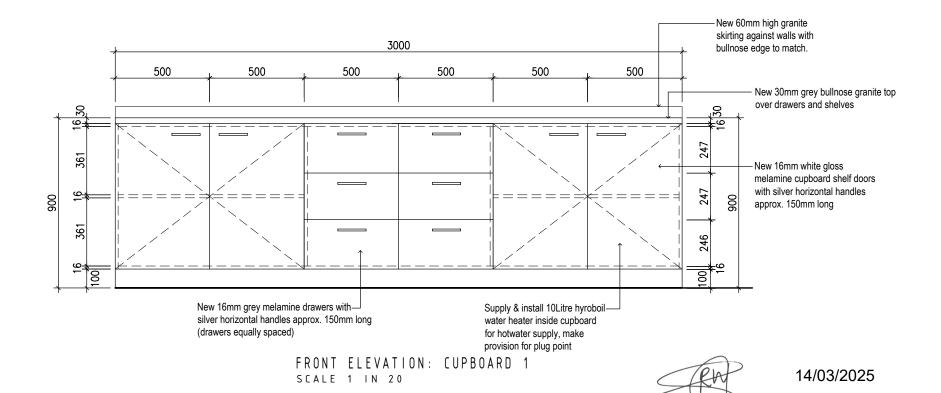
DRAWING NUMBER REVISION -





LEGEND

EXISTING WALLS NEW DOUBLE PLUG POINT ≯
NEW DRYWALLS ZZZZZZZZZ NEW DATA POINT ○



New 60mm high granite skirting against walls with bullnose edge to match.

New 30mm grey bullnose granite top over drawers and shelves

SHELF

New 16mm white melamine shelve equally spaced

New 100mm high plinth

CROSS-SECTION SCALE 1 IN 20

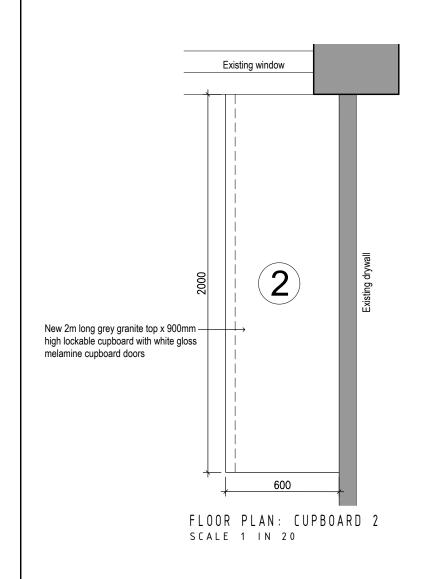
DUT DURBAN UNIVERSITY OF TECHNOLOGY

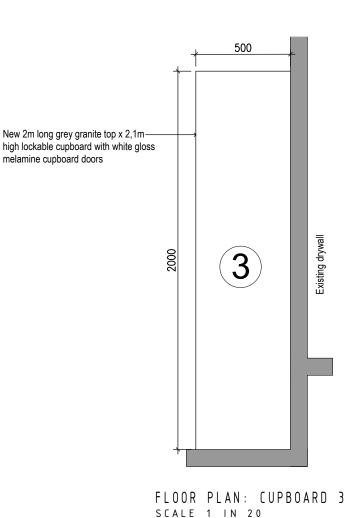
REAL ESTATE PLANNING - D.U.T Steve Biko Campus, 121 Steve Biko Road, Durban 4001 Tel: 031 373 6333 PROJECT DURBAN UNIVERSITY OF TECHNOLOGY - STEVE BIKO CAMPUS FEBE - MECHANICAL ENGINEERING DEPARTMENT: S5 - L3

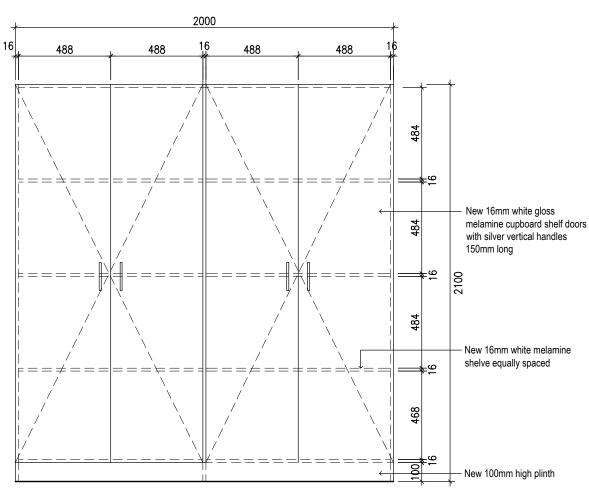
NEW TEA ROOM: NEW BUILT-IN CUPBOARD 1 DETAILS

SCALE	1 in 20	DRAWN S Nene
DESIGNED		CHECKED
Ç	Simanga	

PROJECT NUMBER	DATE 04/05/2024	
2/02 04	DRAWING NUMBER	REVISION
2 4 0 3 - 0 1	SD 01-02	-







FRONT ELEVATION: CUPBOARD 3
SCALE 1 IN 20

New 100mm high plinth

LEGEND

EXISTING WALLS
NEW DRYWALLS

NEW DOUBLE PLUG POINT ≯

NEW DATA POINT

 $\circ$ 

14/03/2025

FRONT ELEVATION: CUPBOARD 2 SCALE 1 IN 20

BAN

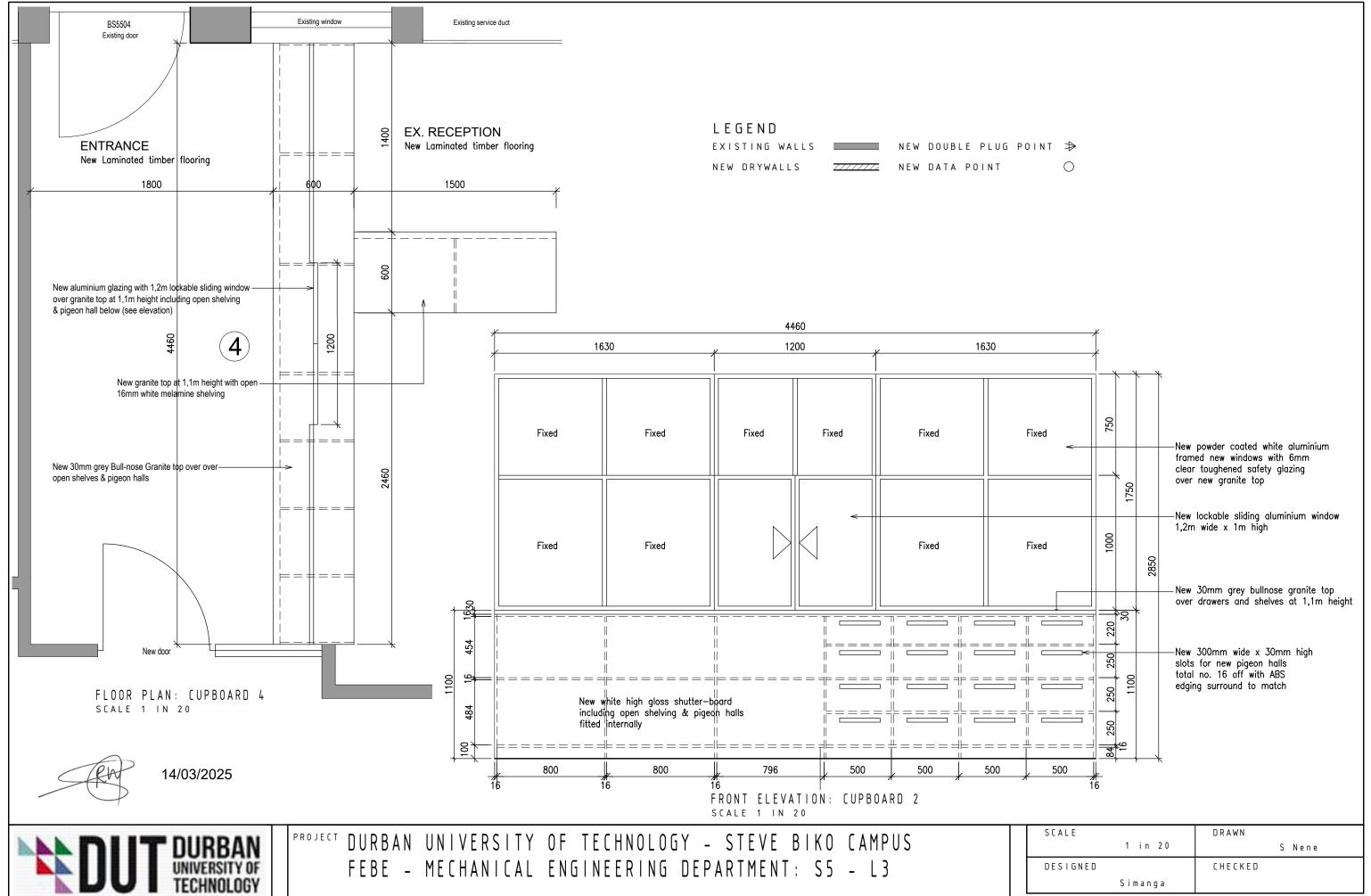
TECHNOLOGY

REAL ESTATE PLANNING - D.U.T Steve Biko Campus, 121 Steve Biko Road, Durban 4001 Tel: 031 373 6333 FEBE - MECHANICAL ENGINEERING DEPARTMENT: S5 - L3

RECEPTION: NEW BUILT-IN CUPBOARD 2 & 3 DETAILS

SCALE	DRAWN
1 in 20	S Nene
DESIGNED	CHECKED
Simanga	

PROJECT NUMBER	DATE 0	4/05/2024
2 4 0 3 - 0 1	DRAWING NUMBER	REVISION
	SD 01- 03	-



REAL ESTATE PLANNING - D.U.T Steve Biko Campus, 121 Steve Biko Road, Durban 4001 Tel: 031 373 6333

TITLE RECEPTION: NEW RECEPTION COUNTER CUPBOARD 4 DETAILS

PROJECT NUMBER	DATE 0	4/05/2024
2/02/04	DRAWING NUMBER	REVISION
2 4 0 3 - 0 1	SD 01-04	-