



**DUT2025/634**

**APPOINTMENT OF A SUPPLIER TO SUPPLY AND DELIVER TWO (2) X TWENTY-TWO (22) SEATER BUSES  
FOR THE DURBAN UNIVERSITY OF TECHNOLOGY.**

**VOLUME 1**

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## 1. NOTICE AND INVITATION

**DUT2025/634: APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVER TWO (2) X TWENTY-TWO (22) SEATER BUSES FOR THE DURBAN UNIVERSITY OF TECHNOLOGY.**

*All bidders shortlisted for responsive offers will be subjected to a diligence vetting process.*

### 1.1. TENDER DOCUMENT RELATED QUERIES: PROCUREMENT DEPARTMENT

Any tender documentation related enquiries arising from this request must be forwarded to both:

**Procurement related enquiries**

E-mail: [philanik2@dut.ac.za](mailto:philanik2@dut.ac.za)

**Technical related enquiries**

E-mail: [stevenm2@dut.ac.za](mailto:stevenm2@dut.ac.za)

**Only tenderers who have purchased the bid document will receive all tender related enquiries accordingly. No other form of correspondence of a technical nature will be accepted.**

<b>Compulsory Virtual Information Session</b>	None
<b>Closing Date</b>	18 July 2025
<b>Closing Time</b>	No later than 11h00
<b>Tender Submission</b>	<p>Bidders will be provided with a link to which they need to upload their tender submissions by the closing date and time. Bidders must confirm the email address that the tender submission will be submitted from by the bidder to <a href="mailto:PhilaniK2@dut.ac.za">PhilaniK2@dut.ac.za</a> .</p> <p>The tender submission link will only be sent to the one email address confirmed by the bidder. The onus is on Bidders to ensure they have received the link at least six (6) days prior to the above closing date.</p>

### PROCUREMENT STRATEGY

DUT reserves the right to award or not award this bid, to split the tender, accept any tender or any part of a tender and any decision by the University regarding the award of the tender shall be final.

DUT reserves the right to appoint one service provider per campus or per region. Should a tenderer be preferred for more than one campus, DUT reserves the right to allocate to the service provider one campus or region.

## 1.2. CLOSING DATE AND TIME FOR ELECTRONIC SUBMISSION OF TENDER DOCUMENTS:

The closing time and date for receipts for tender is Thursday, **18 July 2025 at 11h00.**

**NOTE:** *No late submissions will be accepted. Only electronic submissions will be accepted. No physical, email or fax delivery of documents will be accepted.* **NO DRAFT SUBMISSIONS WILL BE ACCEPTED, ONLY FINAL SUBMISSION WILL BE EVALUATED**

## 1.3. PURCHASING OF TENDER DOCUMENTS

Tender documents is free on the DUT website and will be available from **Tuesday, 07 July 2025.**

### INSTRUCTIONS:

- All tenders must be submitted online through a link that will be provided to bidders to upload their submissions.
- Service providers are to ensure that the Bid documents provided have the following files:
- Tender Document (Terms, Conditions and Evaluation Criteria)
- Specification and Pricing Templates
- Please include a table of contents with page numbers.
- Late or emailed submissions will not be accepted/ considered.
- The bid document consists of Volume 1 and Volume 2 (in which the relevant returnable must be attached)
- DUT reserves the right to award or not award this bid, to split the tender, accept any tender or any part of a tender and any decision by the University regarding the award of the tender shall be final.

## 2. NOTES TO RESPONDENTS

### 2.1. APPEALS PROCESS:

- Outcome of the tender will be advertised on [www.dut.ac.za](http://www.dut.ac.za) under quick links, under Tenders, where the original bid was advertised.
- Persons aggrieved by the decisions or actions taken by DUT, may lodge their query in a form of an appeal within five (5) working days of the date of the outcome advertisement.
- The appeal must be specific and clear and directed to the following e-mail address: [appeals@dut.ac.za](mailto:appeals@dut.ac.za)

**NB:** Appeals falling outside the seven-day period and not addressed to the above-mentioned e-mail address will not be considered.

### 3. INTRODUCTION

The Durban University of Technology is a result of the merger in April 2002 of two prestigious Technikons, ML Sultan and Technikon Natal. It was named the Durban Institute of Technology and later became the Durban University of Technology in line with the rest of the universities of technology.

DUT has approximately 33 000 students, the Durban University of Technology (DUT) is the first choice for higher education in KwaZulu-Natal (KZN). It is located in the beautiful cities of Durban and Pietermaritzburg (PMB). As a University of Technology, it prioritizes the quality of teaching and learning by ensuring its academic staff possess the highest possible qualification that they can get.

DUT, a member of the International Association of Universities, is a multi-campus university of technology at the forefront of higher education, technological training, research, and innovation. In alignment with DUT's strategy ENVISION 2030, the University would like to see its people (staff, students etc.) become entrepreneurial and innovative.

In 2020, DUT was ranked amongst the Top 500 Universities globally, and 10th for citations globally and 5th Nationally. DUT has six Faculties, Accounting and Informatics, Applied Sciences, Management Sciences, Engineering and the Built Environment, Health Sciences and Arts& Design.

### 4. SCOPE OF WORK

The purpose of this tender is to appoint a qualified and accredited supplier to supply two (2) x twenty-two (22) seater buses for the Durban University of Technology. All items must be compliant with the National Road Traffic Act (Act 93 of 1996 (as Amended)).

#### THE SPECIFICATION OF 2 X 22-SEATER BUSES IS AS FOLLOWS:

VEHICLES SPECIFICATION	Meet Spec	DUT	Yes	No
<b>Transmission</b>				
Minimum 6-speed Automatic				
Running Gear				
Rear-wheel drive, dual Tyers				
<b>Brakes</b>				
ESP (Electronic Stabilization Programme) with brake assistant				
Brake Assist				
Anti-lock braking system (ABS)				
ASR traction control with electronic differential lock (EDL)				
Emergency braking signal				
Wheel rims / Tyres				
<b>Tyres 205/70 R17 C113/111 (with twin tyres at rear) Run on flat preferably.</b>				

<b>Seats</b>			
Number of seats 23 Including Driver's seat			
Height adjustable head restraints			
Driver seat includes longitudinal and backrest angle adjustment			
2-seater front passenger bench seat with storage compartment			
Warning buzzer and light for driver seat belt not fastened			
Reverse buzzer warning			
Seat trim covers in fabric "Austin"			
Removable seat covers with branded head rest with DUT LOGO (DUTLOGO will be submitted to the appointed supplier.			
Tow Bar			
<b>Windows</b>			
Windows with heat-insulating glass			
Electric window winders - front			
Mirrors			
Manually adjustable exterior mirrors			
Left and right exterior mirror, convex, with integrated LED turn signal and wide-angle range			
Wiper System			
Intermittent wipers			
<b>Safety</b>			
Automatic post-collision braking system			
Front and rear parking sensors (Park Distance Control)			
Electronic parking brake with hill hold control			
Crosswind assist			
Vehicle must be governed to a maximum of 100KM/H (By Manufacturer)			
Driver Alert System			
Driver and front passenger airbag with front passenger airbag deactivation			
Chromed Roll bar or nudge Bar			
High level third brake light with LED technology			
3-point automatic seatbelts			
Height adjustable outer seatbelts			
First aid kit and warning triangle			
One Wheel chock			

Preparation for alcohol ignition interlock			
<b>Security</b>			
Immobilizer			
Central locking system with radio remote control and interior release mechanism			
Keyless Go (Push-start)			
Audio and Communication			
Radio "Composition Color" with 10.4" (26 cm) touch screen, 4 speakers			
Mobile phone connection via Bluetooth and inductive charging feature			
2 x USB charging points (C-type)			
<b>Interior Features</b>			
Electro-mechanical Power steering			
Multi-function steering-wheel			
Air conditioning system Climatic			
Digital instrument cluster			
Rubber floor in cab			
Lashing points for load restraint			
Smoking package and 4 beverage holders in dashboard			
Door pockets front			
Interior lights including load compartment			
Two 12-V sockets in cab			
<b>Exterior Features</b>			
Wing doors at rear without windows			
Mud flaps			
Two bar Preparation with trailer stabilization			
Grey bumper in front with painted trim panel in body color			
Standard roof			
High roof, outside painted in body color			
Radiator grille, unpainted, with one chrome molding			
Side marker lamps			
Halogen twin headlamps			
Separate daytime running light			



<b>Guarantees</b>			
2-year / unlimited km manufacturer warranty			
5-year / 120,000km Easy Drive Service Plan			
15,000 km service intervals			
12-year anti-corrosion warranty			
<b>Additions:</b>			
The vehicle must be delivered fully branded (Artwork will be supplied by DUT to the appointed Supplier.			
WIFI device: Vehicle must come with full on board (any data sim with 100GB once-off)			
Charging components behind passenger seats.			
<b>Colour:</b> White			

## 5. EVALUATION PROCESS

### 5.1. INTRODUCTION

To ensure that all respondents are afforded the opportunity to compete on an equal footing and also to enable Durban University of Technology to evaluate the bids received on an equal basis, the bid evaluation process described below will be followed by DUT.

This tender will be evaluated in a 3-phase approach.

- **PHASE ONE (1):** Compliance with Minimum requirements
- **PHASE TWO (2):** Quality and Functionality (100 points)
- **PHASE THREE (3):** Determination of percentage for Price/B-BBEE – 80/20 principle

### 5.2. PHASE ONE (1): COMPLIANCE WITH MINIMUM REQUIREMENTS

All submissions will be examined to determine compliance with procurement requirements and conditions. Incomplete submissions and respondents that do not meet the minimum requirements in terms of the submission of compulsory documentation, as per below, will be eliminated from further evaluation.

I/We have attached to this document:	TRS Reference	Tick
<ul style="list-style-type: none"><li>• Signed and completed Form of tender (Volume 2) and <b>Pricing Schedule</b></li></ul>	TRS1	
<ul style="list-style-type: none"><li>• Respondents are requested to provide their initials at the bottom – right on each page of this document (or sign in full where indicated).</li></ul>		
<ul style="list-style-type: none"><li>• The copy of Tax compliance status PIN (TCS PIN) must be submitted. Your tax affairs must be in order i.e. compliant at the time of award. Bidders are to download and attach their tax compliance status from SARS. In the case of JVs each party to submit their own.</li></ul>	TRS2	
<ul style="list-style-type: none"><li>• Initialled General and Special Conditions of tender (Volume 2)</li></ul>	TRS3	
<ul style="list-style-type: none"><li>• Proper completion and signing of the tender document Form 5 – 8 (Volume 2)</li></ul>	TRS4	
<ul style="list-style-type: none"><li>• Valid Company registration documents (CIPC)</li></ul>	TRS5	
<ul style="list-style-type: none"><li>• Submit proof of membership with the National Association of Automobile Manufacturers of South Africa (NAAMSA)</li></ul>	TRS6	
<ul style="list-style-type: none"><li>• Submit proof of registration as registered motor dealer or manufacturer as contemplated in the National Road Traffic Act 93 of 1996</li></ul>	TRS7	

#### Administrative Documents

I/We have attached to this document:	TRS Reference	Tick
<ul style="list-style-type: none"><li>• A valid B-BBEE Certificate (SANAS/ Affidavit). Non submission of a BEE certificate or an affidavit will not lead to disqualification at phase 1 of the evaluation. However, it will award a zero point at phase 3 when price and preference is scored.</li></ul>	TRS8	

**NB:** Bidders to submit all Procurement & Technical Mandatory documents, failure to submit all documents will lead to elimination and will not be further evaluated for phase two.

### 5.3. PHASE TWO (2): QUALITY AND FUNCTIONALITY (100 POINTS)

#### Phase 2: Technical / Functional Criteria

With regards to technicality / functionality, the following criteria are applicable and the minimum threshold of **75 points** shall be achieved for further consideration. The maximum points of each criterion are indicated in the table below:

Key Aspect of Criterion	Basis for Points Allocation	Sub Points	Max Points	Verification Method
TRS9 - Locality	Within KwaZulu Natal (KZN)	10	10	Tenderers to submit a Utility Bill or a Lease Agreement. (Local presence) <b>No Submission = 0 Points</b>
	or Outside of KZN but within SA	5		
	or Outside of SA or No Submission	0		
TRS10 - Proof/ Confirmation letter to meet DUT specification	Confirmation letter from dealer	30	30	Confirmation Letter on the dealership letterhead
	No Confirmation letter from the dealer	0		
	N.B: No part points will be allocated			
TRS11 - Delivery Lead Time:	Delivery within three weeks of appointment	30	30	Proof of stock availability to be attached and confirmation letter indicating the lead time
	Delivery within four weeks of appointment	15		
	More than five weeks	5		
TRS12- Certificate	Submit proof of Registered Motor Dealer as contemplated in the National Road Traffic Act 93 of 1996	30	30	Valid Certificate
Maximum total points			100 Points	
Bidders that score less than 75 points of the mark for Quality and Functionality will be eliminated from further consideration.				

**5.3.1. The minimum qualifying threshold for further evaluation in phase three is 70 points**

The percentage scored for functionality should be calculated as follows:

- 5.3.1.1. Each panel member shall award values for each individual criteria on a score sheet.
- 5.3.1.2. The value scored for each criterion shall be added and divided by the number of BEC members to obtain the marks scored for the various criteria.
- 5.3.1.3. These marks should be added to obtain the total score.
- 5.3.1.4. The following formula should then be used to convert the total points to a percentage for functionality:

$$Ps = \frac{So}{Ms} \times Ap$$

Where:

Ps = percentage scored for functionality by tender/proposal under consideration

So = total score of tender/proposal under consideration

Ms = maximum possible score

Ap = percentage allocated for functionality

**Qualifying bidders who have scored a minimum of 75 points will be evaluated in Phase 3.**

**5.4. PHASE THREE (3): DETERMINATION OF PERCENTAGE FOR PRICE/B-BBEE – 80/20 PRINCIPLE**

**DETERMINATION OF PERCENTAGE FOR PRICE**

The following formula will be used to determine the contribution of price towards the total score

$$P_s = 80 \left( 1 - \frac{(P_t - P_{min})}{P_{min}} \right)$$

Where

$P_s$  = points scored for price by tender/proposal under consideration

$P_t$  = the price of the responsive tender under consideration

$P_{min}$  = the price of the lowest tenderer/proposal under consideration

The lowest priced offer shall be allocated 80 points. All other offers shall be allocated a prorated point value based on the lowest price offered.

Evaluation criteria		Points
1.	Price	80
2.	B-BBEE	20
Total		100

## BROAD-BASED BLACK EMPOWERMENT ENTERPRISE – 20 Points

The points allocated to each proposer for Broad-Based Black Economic Empowerment shall be based on the Broad-Based Black Economic Empowerment scorecard. In this regard, the points score for these criteria for each proposer shall be determined as follows:

**NB. Bidders to submit valid B-BBEE Certificate, non-submission will be awarded zero (0) points**

Specific Goal		80/20	
		Sub-Points	Total Points
	Exempted Micro Enterprise (EME) or Qualifying Small Enterprise (QSE)	3	3
Black-owned Enterprises	100% Black owned enterprise	3	3
	Minimum 51% black-owned enterprise	2	
	Minimum 25% black-owned enterprise	1	
Black Women owned Enterprise	100% Black Women owned enterprise	5	5
	Minimum 51% black women-owned enterprise	4	
	Minimum 25% black women-owned enterprise	3	
	Less than 25% of black women-owned enterprises but not less than 10%	2	
Enterprise owned by Youth	100% Black Youth owned enterprise	5	5
	Minimum 51% black Youth owned enterprise	4	
	Minimum 25% black Youth owned enterprise	3	
	Below 25% black youth owned enterprises but not less than 10%	2	
Enterprises owned by people with disabilities	Minimum of 51% owned by people with disabilities	2	2
	Minimum of 10% owned by people with disabilities	1	
Additional Specific goals	An entity which is at least 51% owned by black people living in rural or underdeveloped areas or townships	1	1
	A co-operative which is at least 51% owned by black people	1	1
			<b>20</b>

SPECIFIC/ADDITIONAL CONDITIONS GOVERNING THE PRICING AND FORM OF TENDER OFFER

- Pricing schedule may be on formal letterhead, but final amount **MUST** be carried over to the Form of Tender. (Formal offer must accompany this document).
- Prices entered *must include VAT*.
- Offer must be valid for a period until final awarding and contracting by the Durban University of Technology and may be accepted at any time during that period.
- The lowest or only offer would not necessarily have to be accepted by DUT, as such, DUT reserves the right to accept any or no offer at all.
- All Bidders will be subjected to the vetting process.
- Participants must furnish the full, registered name of the parties that is/are quoted in Company Detail. The authorised representative who is tasked with the responsibility to complete this Offer is requested to initial each page of this document in the space provided.

## **TENDER NUMBER: DUT2025/634**

**APPOINTMENT OF A SUPPLIER TO SUPPLY AND DELIVER TWO (2) TWENTY-TWO (22) SEATER BUSES TO DURBAN UNIVERSITY OF TECHNOLOGY**

**Volume 2 – Returnable submission**

**All returnable must be attached to the relevant returnable reference.**



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**TRS I FORM OF TENDER (COMPLETED BY BIDDER)**

I/We \_\_\_\_\_ undertake to provide the service as described in the Bid documents.

I/We further undertake that my/our Bid shall remain valid for a period of 120 days, after the time and date of opening of Bid responses. I/We accept liability for damages as may be suffered by the employer should the Bid validity period not be honoured.

I/We understand and accept that the University is not bound to accept any response to the Bid, nor are they bound to provide any reasons for selecting or not selecting any response including the selection on one response in lieu of another.

The persons executing this agreement warrant that they have the right, power, legal capacity, and appropriate authority to enter into this agreement on behalf of the Party for which they have signed below.

Name of Service Provider/s : \_\_\_\_\_

Physical Address : \_\_\_\_\_

Telephone Number : \_\_\_\_\_

Email address : \_\_\_\_\_

Date : \_\_\_\_\_

VAT Number : \_\_\_\_\_

Company Registration Number : \_\_\_\_\_

CSD Details (if registered on CSD):

CSD MAAA number: .....

CSD 36 digit unique reference number: .....

Name of Signatory : \_\_\_\_\_

Capacity of Authorised Signatory : \_\_\_\_\_

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

A letter of authority (e.g. Board Minute) authorising signatory to sign / commit the company.

PRICING SCHEDULE SUMMARY:

The price offer must be as per specifications

Description	Quantity	Unit Price (Excl. of VAT)	Total Price
TWENTY-TWO-SEATER BUSES	2		
BRANDING WITH DUT LOG	-		
DELIVERY FEES	-		
SUB TOTAL			
VAT (15%)			
TOTAL PRICE OFFER			

### **TRS 2 TAX CLEARANCE PIN**

The Tax compliance status PIN (TCS PIN) must be attached here. Your tax affairs must be in order i.e. compliant at the time of award

## TRS 3 GENERAL AND SPECIAL CONDITIONS (TO BE INITIALED)



## GENERAL CONDITIONS OF CONTRACT FOR GOODS AND SERVICES

### 1. DEFINITIONS

- 1.1 In the GENERAL CONDITIONS the words defined shall have the meanings assigned to them hereunder, except where the context indicates to the contrary: -
- 1.1.1 the "SUPPLIER" the person, firm, partnership, association, company, close corporation, trust or other trading entity supplying the goods and/or providing the services to the UNIVERSITY;
  - 1.1.2 the "UNIVERSITY" Durban University of Technology;
  - 1.1.3 the "SUPPLIES" the goods and/or services to which this document relates;
  - 1.1.4 the "TENDER" the SUPPLIER'S written tender, which shall be on the form supplied by the UNIVERSITY for the SUPPLIES;
  - 1.1.5 the "ORDER" the UNIVERSITY'S written order on its official order form placed by the PROCUREMENT DEPARTMENT with the SUPPLIER for the DELIVERY of the SUPPLIES;
  - 1.1.6 the "PROCUREMENT DEPARTMENT" the division of the UNIVERSITY responsible for accepting the Tender and/or issuing the ORDER to which this document relates;
  - 1.1.7 "DELIVERY" the delivery of goods and/or the rendering of services;
  - 1.1.8 "DULY AUTHORISED RECEIVING CLERKS" those persons, designated by the UNIVERSITY from time to time, who are the only persons authorised by the University to accept DELIVERY of SUPPLIES to the UNIVERSITY and such persons shall include, in the case of a DELIVERY made to a student's residence at the UNIVERSITY, the residence manager at that residence;
  - 1.1.9 "SPECIAL CONDITIONS" where applicable, those conditions stipulated by the UNIVERSITY which pertain to and form a part of the TENDER and/ or the ORDER;
  - 1.1.10 "STIPULATED DELIVERY PERIOD" "the period stipulated by the UNIVERSITY within which the SUPPLIES shall be DELIVERED by the SUPPLIER and, if no period is stipulated, then it shall mean a reasonable period of time;
  - 1.1.11 "VAT" means Value-Added Tax payable in terms of the Value-Added Tax Act, no 89 of 1991, as amended or substituted from time to time;
  - 1.1.12 "EXTRAORDINARY INCREASE" an increase in the cost to the SUPPLIER of providing the SUPPLIES arising out of State or Government imposition of charges which are of an extraordinary nature in that they arose due to circumstances beyond the control of the SUPPLIER which could not reasonably have been contemplated by it at the time the TENDER was submitted or the ORDER was accepted and which have not been taken into account in the determination of the price.
- 1.2 The headings in this agreement are for convenience only and are not to be taken into account 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, trade

marks 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 sequestered, liquidated or placed under judicial management, provisionally or finally, voluntarily or compulsorily;
  - 10.1.4 if the SUPPLIER commits any act of insolvency or enters into any compromise or arrangement with or assignment for the benefit of its creditors or fails to satisfy any final judgment granted against it within TEN (10) days after the date of the judgment;
  - 10.1.5 if the SUPPLIER changes the identity of its owner;
  - 10.1.6 if the SUPPLIER disposes of any of its assets other than in the ordinary course of its business.
- 10.2 If it appears to the PROCUREMENT DIVISION that the SUPPLIER is not executing the contract in accordance with the true intent and meaning thereof or that it is refusing or delaying to execute the contract or that it is not carrying on the contract at such rate of progress as to ensure DELIVERY within the STIPULATED DELIVERY PERIOD, then in any of such events the PROCUREMENT DIVISION may give written notice to the SUPPLIER of the cause of complaint. Should the SUPPLIER fail, within a reasonable time stipulated in the notice, to satisfy the PROCUREMENT DIVISION, in its reasonable discretion, that the contract is being and will be properly executed as agreed and/or that DELIVERY will be made within the STIPULATED DELIVERY PERIOD, then the UNIVERSITY shall have the right forthwith to cancel this contract.
- 10.3 Any cancellation by the UNIVERSITY, whether in whole or in part, shall be without prejudice to any accrued claims against the SUPPLIER and claims which the UNIVERSITY may have for damages arising out of such cancellation. The SUPPLIER shall have no claim whatsoever against the UNIVERSITY after the contract has been cancelled.

## 11. LIQUIDATED DAMAGES

- 11.1 It is recorded that time is of the essence of this contract and the SUPPLIES must be DELIVERED and all work completed by the SUPPLIER within the STIPULATED DELIVERY PERIOD.
- 11.2 If the SUPPLIER fails to DELIVER the SUPPLIES or any part thereof within the STIPULATED DELIVERY PERIOD, the SUPPLIER shall pay such sum as is stated in the SPECIAL CONDITIONS as liquidated damages to the UNIVERSITY. The UNIVERSITY shall be entitled to deduct such liquidated damages

from any monies which may be due and payable to the SUPPLIER. The provisions of this paragraph shall be without prejudice to any other remedies or claims which the UNIVERSITY may have against the SUPPLIER arising out of this contract or at law and the UNIVERSITY may have recourse to such claims or remedies in addition to or in lieu of its rights to liquidated damages.

## 12. VAT

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

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

12.2 state its VAT

registration number.

## 13. APPLICABLE

### LAW

The law of the Republic of South Africa shall be applicable to and govern in every respect this contract and the relations between the parties and, without in any way

limiting the generality of the foregoing, the law of the Republic of South Africa shall be applied when this contract is construed, interpreted or implemented in any way and for the purpose of resolving any dispute which may arise between the parties.

## 14. 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.

## 15. CONFLICTING CONDITIONS

15.1 In the event of there being any conflict between the terms and conditions of the SPECIAL CONDITIONS and these GENERAL CONDITIONS, then the ~~terms~~ <sup>terms</sup> of the SPECIAL CONDITIONS shall prevail.

15.2 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 on 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.

## 16. 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.

## 17. 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.

## 18. 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. BEE Policy

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



## SPECIAL CONDITIONS OF CONTRACT FOR GOODS AND/ OR SERVICES

### 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 Department); 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 accept any 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 working 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.

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.

**FORM 5: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying proposal:

in response to the invitation for proposals made by:

**DURBAN UNIVERSITY OF TECHNOLOGY**

I do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

**(Name of Bidder)**

1. I have read and I understand the contents of this Certificate.

I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.

I am authorised by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.

Each person whose signature appears in the accompanying bid has been authorised by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.

2. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organisation, other than the bidder, whether or not affiliated with the bidder, 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 bidder.

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<sup>1</sup> will not be construed as collusive bidding.

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<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.

In particular, without limiting the generality of paragraphs 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 of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

Name of Bidder/Respondent	Signature	Date	Position

## FORM 6: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN

### MANAGEMENT PRACTICES

[THIS IS A NATIONAL TREASURY SCM REQUIREMENT WHICH DUT ADOPTS AS IT IS PARTLY FUNDED FROM PUBLIC FUNDS]

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being produced, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the DUT supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. Failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the Bidder or any of its directors listed on the National Treasury's database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b> The database of Restricted Suppliers now resides on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	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)?  <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the Bidder (Respondent) or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the Bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars.		

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5.	<p>I note that the following terms of this Expression of Interest have the following meaning:</p> <ul style="list-style-type: none"> <li>a. Bid means Submission</li> <li>b. Bidder means Respondent</li> <li>c. Bidding means Submission</li> <li>d. Directors means directors/shareholders/partners/sole proprietors</li> </ul>
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### CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

.....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

-----  
Signature

-----  
Date

-----  
Position

-----  
Name of Bidder

## **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;
  - b) acknowledges that the confidential information is being made available to it solely for the authorised bid process purpose and for no other purpose whatsoever, and that such information would not have been made available to it but for this confidentiality undertaking;
  - c) acknowledges that all such confidential information is valuable proprietary information to which the DUT retains exclusive rights of dissemination and reproduction, and that all copyrights and such confidential information vests in DUT;
  - d) agrees that any documentation or records relating to the confidential information which comes into the possession of the Bidder shall:
    - i) be deemed to form part of the confidential information of DUT;
    - ii) be deemed to be the property of DUT;
    - iii) not be copied, produced, published or circulated by the Bidder unless otherwise agreed to in writing by DUT;
    - iv) be surrendered to the DUT and/or destroyed on demand in the event that the Bidder no longer participates in the proposed transaction;
  - e) undertakes that, save as required by law, it will not disclose, or permit to be disclosed, confidential information to any persons other than those persons authorised in terms of this undertaking and then only to the extent necessary for the authorised purpose;
  - f) warrants that it has adequate procedures in place for the protection of all confidential

information; and,

- g) Warrants that it shall keep accurate and up to date records of the confidential information furnished to it, and of the location of such confidential information, as well as the list of names of all persons receiving or entitled to access of confidential information.

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. 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.

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. This undertaking shall also apply, with the necessary changes, to the confidential information of any other Bidder and its Bid Submissions

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

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

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

## INDEMNITY UNDERTAKING

I/We \_\_\_\_\_

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

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

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

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

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

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

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

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

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



## FORM 8: DECLARATION OF INTEREST

1. Any legal person, including persons employed<sup>2</sup> 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 favouritism, 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 authorised 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, shareholder<sup>3</sup>):

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

2.7.	Are you or any person connected with the bidder presently employed by DUT?		
		YES	NO

2.7.1. 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:

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

<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

☐ Position occupied in the institution or department:

Any other particulars:

2.7.2. If you are presently employed by DUT, did you obtain the appropriate authority to undertake remunerative work outside employment?

<b>YES</b>	<b>NO</b>

2.7.2.1. If yes, did you attach proof of such authority to the bid document?

<b>YES</b>	<b>NO</b>
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(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)

2.7.3. If no, furnish reasons for non-submission of such proof:

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2.8. 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?

<b>YES</b>	<b>NO</b>
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2.8.1. If so, furnish the particulars.

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2.9. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by DUT and who may be involved with the evaluation and or adjudication of this bid?

<b>YES</b>	<b>NO</b>
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2.9.1. If so, furnish particulars.

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2.10. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by DUT who may be involved with the evaluation and or adjudication of this bid?

**YES**

**NO**

2.10.1. If so, furnish particulars.

2.11. Do you or any of the directors/ trustees/ shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract?

**YES**

**NO**

2.11.1. If so, furnish particulars.

3. Full details of directors/ trustees/ members/ shareholders.

Full Name	Identity Number	Personal Tax Reference No	State Employee Number/ PERSAL Number

3.1. Note that the following terms have the following meaning:

- Bid means Submission
- Bidder means Respondent
- Bidding means Submission
- Directors means directors/shareholders/partners/sole proprietors

## DECLARATION

I, THE UNDERSIGNED (NAME) \_\_\_\_\_

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 AND 3 ABOVE IS CORRECT FOR EACH OF THE JOINT VENTURE/CONSORTIUM PARTNERS OF THIS SUBMISSION. I ACCEPT THAT DUT MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

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

## **TRS 5 TRS 3 VALID COMPANY REGISTRATION (CIPC) DOCUMENTS**

Bidders to include their company registration documents here:

## **TRS 6 PROOF OF MEMBERSHIP WITH THE NATIONAL ASSOCIATION OF AUTOMOBILE MANUFACTURERS OF SOUTH AFRICA (NAAMSA)**

Proof to be attached here

**TRS 7 SUBMIT PROOF OF REGISTRATION AS REGISTERED MOTOR DEALER OR  
MANUFACTURER AS CONTEMPLATED IN THE NATIONAL ROAD TRAFFIC ACT 93 OF 1996**

Proof to be attached here:

**TRS 8 A VALID B-BBEE CERTIFICATE (SANAS/ AFFIDAVIT).**

To submit proof here:



**TRS 9 LOCALITY – 10 POINTS**

Bidders to attach Utility Bill or Lease agreement and will be evaluated according to the criteria set out in Phase 2A:

- |                           |           |
|---------------------------|-----------|
| • Based in Durban         | 10 points |
| • Within South Africa     | 5 points  |
| • Outside of South Africa | 0 points  |

**TRS 10 PROOF/ CONFIRMATION LETTER TO MEET DUT SPECIFICATION**

To be attached here:

**TRS II DELIVERY LEAD TIME**

To be attached here:

**TRS 12 REGISTERED MOTOR DEALER AS CONTEMPLATED IN THE NATIONAL ROAD  
TRAFFIC ACT 93 OF 1996**

To be attached here: