REQUEST FOR QUOTATIONS

DUT-RFQ-75/26

TERMS OF REFERENCE: APPOINTMENT OF COMPETENT SERVICE PROVIDER/S TO CONDUCT SERVICE AND REPAIR ACTIVITIES ON HEATING, VENTILATION AND AIRCONDITIONING (HVAC) EQUIPMENT AT DURBAN UNIVERSITY OF TECHNOLOGY: MIDLANDS CAMPUSES FOR A PERIOD OF SIX (6) MONTHS

Closing date and time for Submission	22 October 2023 at 11:00
Compulsory Briefing session: 19 October 2026 at 10:00 Place/Venue: Indumiso Campus main Entrance Contact person for **briefing session queries :**Ayanda Dlula/Lindani Jwara *(Compulsory Site Briefing)*	
Suppliers who are interested in supplying the services as specified herein are requested to prepare a quotation and send it via email for the attention of Director: Procurement.	
NB: Only Bids e-mailed to roq@dut.ac.za will be accepted and considered.	
Enquiries relating to the bid may be addressed to the DUT contact person listed below:	
Procurement Enquiries	**Technical Enquiries**
Name: Khayelihle Mbatha E-mail: (khayelihleM2@dut.ac.za)	Name: Ayanda Dlula E-mail: (DlulaA@dut.ac.za)

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 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.

BACKGROUND

1.1 PROCUREMENT BACKGROUND:

The University intends to appoint a competent service provider/s that can work well with and have a cooperative relationship to help the University community. The ideal service providers must focus on providing HVAC service while being proactive and innovative in finding ways to save costs and ensure equipment reliability. They should also be aware of and respectful towards the University's needs and culture. A crucial factor in selecting a HVAC service provider(s) will be whether the University believes they can establish a close working relationship with them, to benefit the students and staff.

1.2 DUT FOOTPRINT:

DUT consists of two (2) campuses and residences situated in Midlands .

1.3 CAMPUSES

- Indumiso - Pietermaritzburg
- Riverside - Pietermaritzburg

2. SCOPE OF WORK

OVERVIEW

The Scope of Work contains detailed requirements of the University. The successful service providers chosen by the University must provide advice on how to reduce costs and use resources efficiently for the Services they will provide. They must also provide detailed recommendations on how to achieve this. A comprehensive tactical and non-tactical maintenance service is required by DUT for all its facilities and infrastructure.

This scope will involve, but is not limited to the following:

- To respond to **call outs** and provide **repairs/ corrective/ reactive** maintenance services as and when required in the **shortest turnaround time**, to enable teaching and learning.
- To conduct an assessment on the condition of the equipment against the design specifications and performance standards as stipulated by the Original Equipment Manufacturer (OEM).
- To provide DUT with **recommendations** as and when required, relating to corrective measures for recurring faults/ breakdowns.
- Where necessary refurbish, overhaul and restore the Equipment to its optimal operating condition.
- To provide full **capability and capacity** to deliver the scope of this work (i.e. personnel with relevant competencies, correct tools and machinery, personal protective equipment, own vehicles, administrative support, etc.).
- To adhere to the maintenance strategies and standards as required by the OEM and **statutory requirements.**
- Execute service delivery according to the agreed **restoration times** and **maintenance schedules**.
- All unplanned/re-active maintenance to be dealt with as per facility or equipment criticality and impact analysis.
- DUT Facilities and Maintenance is to be informed before each activity is executed.
- Deliver small to medium projects as required by DUT.
- All work to be conducted by Trade tested HVAC Technician (Refrigeration)

2.1 DETAILED SCOPE OF WORK

2.1.1 Prequalification

- Consideration will only be given to local (KZN) Service Provider, within Pietermaritzburg/Durban100km radius.

2.1.2 Air-conditioning Systems

The DUT HV/AC system comprises of ducting, valves, controllers, drives, fans, diffusers, chillers, air handling units, fresh air filters and ventilators, fan coil units, and blow down units and fresh air units. The split units are stand alone and are very critical as they provide equipment cooling in the server rooms, lecture rooms and offices. In other areas these split units provide comfort cooling.

2.1.3 Mechanical Equipment Maintenance Objectives

The main objectives are the following:

- To ensure the efficient and continuous operation of HVAC systems.
- Maintain indoor air quality, equipment cooling and occupant comfort.
- Prevent system breakdowns and minimize energy consumption.

2.1.4 Supervision

All the work to be carried out is to be of a high standard and shall be carried out under the supervision of skilled and competent representatives/supervisors of the Service Provider, who in turn shall be able and authorized to receive and carry out instructions.

Below is the detailed scope of works, but not limited to the following:

2.1.5 Reactive Maintenance

- Repair or replace faulty components, including fans, motors, belts, and electrical connections.
- Address any refrigerant leaks promptly and recharge the system as needed.
- Replace worn-out or damaged insulation on refrigerant lines.
- Implement energy-efficient practices, such as installing programmable thermostats and energy recovery ventilation systems.

- Recommend and install energy-efficient HVAC equipment, if applicable and feasible.

2.1.5 Reporting and Documentation:

- Provide a detailed report to DUT personnel after each maintenance visit, outlining tasks completed, repairs made, and any recommendations for improvements.
- Maintain a comprehensive record of maintenance activities, including dates, tasks performed, and parts replaced.
- Record all assets maintained to assist DUT in creating a technical mechanical asset register.

2.1.6 Deliverables

All maintenance and repairs must adhere to original equipment manufacturer (OEM) specifications**.**

The successful Service provider will be required to: -

- Make provision of some of competent personnel to be on standby due to the 24-hour operations of DUT and operations or due to emergencies.
- Provide inspection reports as and when required.
- Certify installations and provide certificates of compliance to the said installations.
- Provide progress reports as and when required of work undertaken, scheduled maintenance completed.
- Create and provide preventative maintenance schedules for the provided scope.
- Provide warranty and guarantee of all work undertaken and supply of newly purchased parts / spares.

2.1.7 HSE LEGAL REQUIREMENTS AND NOTES

All measurements and quantities are the responsibility of the service provider to verify.

- Before any work taking place, the service provider shall provide the following:
- Health and safety file compliant with the University health and safety specifications as per Occupational Health and Safety Act of 1993.
- All height access and lifting rigging equipment to be supplied by the service provider. **Only certified, registered, competent machinery and persons may only perform work.**
- The applicable occupational health and safety legislation must be complied with to ensure safe working practices for service provider's employees, DUT community and the safe-guarding of DUT assets. Any costs incurred in order for the service provider to comply with the above requirements will be for the account of the successful service provider.
- The Successful Service Provider shall be required to complete a detailed SHEQ pack before commencement of the agreement. This pack will include:
    - Section 37(2) Agreement in terms of OHS Act 85, 1993.
    - Appointment of competent person.
    - SHEQ Specification Form.
    - SHEQ File Information form.
- The Health and Safety shall be the service provider's responsibility and necessary appointments. DUT shall periodically inspect SHEQ appointments and first aid boxes.
- Section 16.1 and 16.2 in terms of OHS Act 85, 1993.
- The service provider shall take full responsibility in terms of Section 8 of the OHS Act 85, 1993.
- The service provider shall ensure that General Administrative Regulation is followed and service provider should ensure that all incidents and occupational diseases are reported.
- The service provider should be familiar and comply with all relevant SANS specifications.
- The service provider and his/her employees should at all times abide by all Regulations as stipulated in the OHS Act 85, 1993.
- The Service Provider shall be required to comply with all applicable DUT rules and regulations for the duration of the contract period, failure to comply may result in termination of the contract.

2.1.8 TURN-AROUND-TIMES (TAT)

Activity	Requirement	Time
Reactive job/ Fault/Emergency	Execution	Less than 2 Hours
Planned corrective Maintenance	Parts replacements	Within a day / mutual agreed time
Projects	Project plan, methodology, hand-over documentation	Mutual agreed dates

2.1.9 QUALITY

All work to be carried out on DUT campuses must be monitored by the service provider's supervisor to ensure the quality of workmanship meets the required SANS standards, where applicable. The service provider will be required to provide DUT with OEM guarantees for new installations or workmanship guarantees for all other work carried out during this contract.

2.1.10 EQUIPMENT

Only appropriate, serviceable and safe tools and machinery may be provided by the contractor and housed on site for minor to medium repairs and maintenance. DUT may provide the successful service provider, at their request, with a storage area, if available, to house their equipment on request for a limited agreed period of time.

2.1.11 CORPORATE WEAR

In order to present a consistent image of service delivery to DUT, the service provider shall be required to provide their staff with branded corporate wear. Such corporate wear shall include overalls, jackets, jerseys, shirts, skirts, trousers, footwear, etc.

The service provider shall ensure that correct PPE is issued to its employees to undertake their duties.

2.1.12 RISKS

Where any damage is caused due to the negligence of the Service Provider, the Service Provider shall restore the damage at his/her own expense to the satisfaction of DUT with minimum disruption of essential services.

Where DUT is forced to carry out any repairs due to the Service Provider activities or negligence these costs shall be deducted from payment(s) due to the Service Provider.

2.1.13 REPORTING AND DOCUMENTATION

A detailed report is to be provided to DUT Maintenance personnel after each maintenance visit, outlining tasks completed, repairs made, and any recommendations for improvements. Service providers are to maintain a comprehensive record of maintenance activities, including dates, tasks performed, and parts replaced.

2.1.14 PENALTIES

The successful service provider will be provided with DUT internal process to follow and comply with which shall form part of the contract agreement. Any failure to comply with these or contravention of the DUT's internal processes shall lead to penalties being instituted.

All other types of penalties shall be discussed during contract negotiations/on-boarding with the successful service provider.

The contract agreement may be terminated by DUT during the contract period after thirty (30) days written notice, if the service provider is negligent or does not perform in accordance with the contractual stipulations and service level agreement to be entered into.

2.1.15 STANDARD OPERATING PROCEDURE

DUT utilises a computerized maintenance management system (CMMS), service provider will be required to attend to each request or report at request using a works order (w/o) or job card that has been generated from the CMMS.

- DUT shall issue a w/o or job card via email through the Service-Desk.
- Job card will have a description of what is required by the client, in addition the venue/area where maintenance intervention is required
- Variations to the approved job card will only be considered subject to the approval by the relevant DUT representative, as per the delegation of authority in line with DUT's variation policy. Variations would need to be approved in advance of the works being executed. Failing which, the successful service provider will not be remunerated for services rendered.
- The successful Service provider will be required to report to Facilities and Maintenance department for issuing of permit etc.
- Where necessary, a DUT representative shall accompany a service provider to where a service is required and sign off after job completion.
- If there are spares required, the service provider shall source the spares required to complete the work. The service provider shall submit his/her marked-up invoice for spares together with the supplier's invoice. The mark-up rate shall be agreed upfront.
- Upon completion of the service, a DUT representative shall sign off the DUT job card and a service provider job card.
- Job card shall then be submitted to Service-Desk to close off from the CMMS .
- Service provider can then send an invoice to DUT for payment.

3. PRICING SCHEDULE

DESCRIPTION	Estimated number of hours	Rate per Hour	Total
Call Out rate per team – During working Hours (Excl. of VAT) (This is an all-inclusive rate which includes travel, labour and disbursement costs)	150		
Call Outs rate per team – after hours (Excl. of VAT) (This is an all-inclusive rate which includes travel, labour and disbursement costs)	30		
Call Outs rate per team – Sundays/public holidays (Excl. of VAT) (This is an all-inclusive rate which includes travel, labour and disbursement costs)	10		
Replacement parts and spares			
Total Bid Offer			R

Mark-up percentage ONLY on spares/replacement parts	_____ %

DUT may require the service provider to service equipment.

#	DRIVER/ENGINE	UNIT TYPE	SIZE (BTU)	SERVICE COST	VAT (15%)	TOTAL
1	CHILLED WATER	UNDERCEILING - FCU	12000			
2	STAND-ALONE	UNDERCIELING	12000			
3	STAND-ALONE	UNDERCIELING	12000			
4	CHILLED WATER	CASSETTE- F.C.U	12000			
5	CHILLED WATER	CHILLED WATER UNDERCEILING	12000			
6	CHILLED WATER	UNDERCEILING- F.C.U	18000			
7	CHILLED WATER	CASSETTE- F.C.U	18000			
8	CHILLED WATER	CHILLED WATER UNDERCEILING	18000			
9	STAND-ALONE	MIDWALL SPLIT	24000			
10	CHILLED WATER	UNDERCEILING - FCU	24000			
11	CHILLED WATER	CASSETTE-F.C.U	24000			
12	STAND-ALONE	MIDWALL SPLIT	12000			
13	STAND-ALONE	MIDWALL-SPLIT	18000			
14	STAND-ALONE	U/CEILING-SPLIT	36000			
15	STAND-ALONE	UNDERCEILING-SPLIT	36000			
16	STAND-ALONE	CASSETTE-SPLIT	48000			
17	STAND-ALONE	UNDERCEILING-SPLIT	48000			
18	STAND-ALONE	U/CEILING-SPLIT	60000			
19	STAND-ALONE	MIDWALL SPLIT	9000			
20	STAND-ALONE	U/CEILING-SPLIT	9000			
21	STAND-ALONE	W/WALL	9000			

4. EVALUATION PROCESS

Submissions will be evaluated in three phases:

Phase 1: Submission of compulsory documents

Bidders need to submit all documents listed above in order to be evaluated in Phase 2.

1	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	BBBE-E Certificate
3	Company registration documents (CIPC)
4	Proof of CIDB registration (Grade 1 ME or higher)

Phase 2: Technical / Functional Criteria

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

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	Score	Max. Points	Verification Method
Company Experience in Similar HVAC Works. Proven experience in HVAC maintenance, repairs, installations, and chilled water systems through completed projects and reference letters within the last 10 years	More than 10 years' proven HVAC experience with 5 or more similar projects	25	**25**	Company profile incl CIPC documents.
	5-10 years' experience with at least 4 similar projects	15		
	3-5 years' experience with at least 3 similar projects	10		
	Less than 3 years' experience or insufficient evidence	0		No Submission
Key Personnel Competence (CVs, Qualifications & Trade Certifications). Evaluation of proposed HVAC Technicians/mechanics based on qualifications, Trade certificates, SAQCC registrations, experience, and submitted CVs.	HVAC/Refrigeration: Trade Certificate + Registration in Commercial Air-Conditioning and Refrigeration including Chilled water systems (SAQCC Category B) with ≥ 10 Years' HVAC experience.	20	**20**	A detailed CV indicating the number of years' experience, Copy of Qualification and Valid HVAC/Refrigeration Trade Certificate, Professional Registration Certificates and professional membership. ***Should there be any missing documents, a minimum of 5 points per criterion score will be subtracted.***
	HVAC/Refrigeration: Trade Certificate + Registration in Commercial Air-Conditioning and Refrigeration including Chilled water systems (SAQCC Category B) with >5<10 Years' HVAC experience.	10		
	HVAC/Refrigeration: Trade Certificate + Registration in Commercial Air-Conditioning and Refrigeration including Chilled water systems (SAQCC Category B) with less than 5 Years' relevant experience.	5		

Initial……..

	No Submission	0		Non-submission of Trade Test Certificate and CV will result in zero points scored.
Technical Resources & Capacity: Availability of tools, testing equipment, vehicles, workshop facilities, refrigerant handling equipment, and staffing resources to execute the contract efficiently	Fully equipped HVAC service fleet, refrigerant recovery equipment, testing instruments, workshop and adequate staffing.	15	**15**	Company Organogram, Asset register, photographs, equipment lists, vehicle registrations, calibration certificates. The Company must have at least one ECSA Registered personnel (Proof to be submitted) ***Should the company not have ECSA registered person, 2 points per criterion score will be deducted.***
	Adequate equipment and staffing with limited supporting resources	7.5		
	No evidence provided	0		
Response Time & Emergency Call-Out Capability: Ability to respond to breakdowns and emergency Call-Outs. Scoring based on documented response commitments and operational support structure.	Emergency response within 2 hours (24/7 support).	15	**15**	Signed undertaking, Emergency (Call-out) response plan/proposal including call-out procedures, operational plan, staffing roster.
	Emergency response within 4 hours	10		
	Emergency response within 8 hours	5		
	Greater than 8 hours or no commitment	0		
Quality Assurance, Workmanship Warranty & Guarantees: Quality management procedures, maintenance methodology, warranties on workmanship,	Written workmanship warranty of 12 months or longer and OEM-backed component warranties.	15	**15**	Warranty policy, quality assurance procedures, manufacturer warranty letters.
	Written workmanship warranty of 6-11 months.	7.5		
	Warranty less than 6 months	5		
	No warranty offered	0		

Initial……..

guarantees on supplied materials and replacement components.				
References and Client Satisfaction: Reference letters from previous clients confirming successful completion of similar projects, contract performance, responsiveness, and quality of service.	Five (5) satisfactory reference letters and corresponding Completion certificates	10	**10**	Signed reference letters and corresponding Completion certificates on a company letterhead in the last seven (10) years. Performance ratings are welcomed subject to availability. Documents and references submitted must have active contact details. ***For each document missing, will result in 1 point deduction per criterion score. Documents with no company letterhead will not be accepted.***
	Four (4) satisfactory reference letters and corresponding Completion certificates.	8		
	Three (3) satisfactory reference letters and corresponding Completion certificates.	6		
	Reference letters and Completion certificates below 3 and no references submission will be zero.	0		
Maximum total points			**100**	
Bidders that score less than 70 points of the mark for Quality and Functionality will be eliminated from further consideration.				

Initial……..

5. Price and BBBEE

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

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

Bidders must complete the table below.

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

Initial……..

Enterprise owned by Youth	Minimum 51% black Youth owned enterprise	4	5	
	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 cooperative which is at least 51% owned by black people	1	1	
			20	

Initial……..

FORM OF OFFER:

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.
- Tenderers must note that they will be required as and when necessary, to attend (a) presentations arranged by DUT (b) progress meetings: and (c) consultations with, relevant persons and authorities including site visits. This needs to be taken into consideration in the fee proposal.

HVAC MAINTENANCE – DURBAN CAMPUSES

Total Priced BOQ		
Value Added Tax (Add: 15% VAT)		
Total Price: (Including VAT)		

Signed …… Date……..…

Name…… Position……

Tenderer……

Initial……..

Curriculum Vitae (CV) Format:

Bidders will be evaluated as per the criteria set out in Phase 2.

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)*	
Project Job Description: *(roles and responsibilities for this particular contract)*	
Outline of recent assignments / experience that has a bearing on the scope of work:	

Initial……..

Company Experience:

Bidders will be evaluated as per the criteria set out in Phase 2.

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

Initial……..

10. GENERAL CONDITIONS OF CONTRACT FOR GOODS AND SERVICES

1. **DEFINITIONS**

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

-

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

1.1.2 the "UNIVERSITY" Durban University of Technology;

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

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

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

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

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

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

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

1.1.10 "STIPULATED DELIVERY

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

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

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

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

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

2. **CONSTITUTION OF CONTRACT**

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

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

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

3. **PRICE**

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

4. **EXTRAORDINARY INCREASE**

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

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

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

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

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

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

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

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

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

5. IMPORTED SUPPLIES

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

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

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

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

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

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

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

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

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

6. PAYMENT

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

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

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

7. DELIVERY

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

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

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

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

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

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

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

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

8. CLAIMS FOR LOSS OR DAMAGE

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

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

Initial……..

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

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

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

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

10.1.5 if the SUPPLIER changes the identity of its owner;

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

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

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

11. LIQUIDATED DAMAGES

Initial……..

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.

Initial……..

11. SPECIAL CONDITIONS OF CONTRACT FOR GOODS AND/OR SERVICES

(the "SPECIAL CONDITIONS")

1) **TENDER FORM AND CLOSING DATE**

a) Tenders must be made out on the enclosed Tender Form which shall be signed by or on behalf of the Tenderer, addressed to the Tender Committee and marked with the appropriate tender number. Tenders must be submitted in duplicate, be properly sealed and placed in the tender box at the Protection Department, 41/43 Centenary Road, Durban, 4001 not later the time and date stated in the public advertisement inviting tenders or closed tender documents.

b) There will be a non-refundable fee charged for tender documents and to be paid in the form of cash, bank guaranteed cheques or money orders as stated in the advertisement.

c) The Tender Committee shall not accept tenders for consideration if: -

i) the tenders have been submitted by telegram, telex or telefax; or

ii) the tenders have not been submitted in duplicate; or

iii) the tender is received after the closing date and time advertised for the receipt thereof (in which case same shall be returned to the Tenderer by the Procurement Division); or

iv) alterations have been made to the tender documents in pencil, erasable ink or if alterations have been overwritten on alteration fluid (that is, any alteration shall be neatly made in ink and signed by the Tenderer in order that the Tender Committee accept the tender for consideration).

d) If any person who has been invited to submit a tender is unable to tender for any reason, then a nil return should be submitted.

2) **ACCEPTANCE OF TENDER**

a) The University reserves the right to split the tender, accept any tender or any part of a tender and any decision by the University on regarding the award of a tender shall be final. The University shall not be obliged to accept the lowest or any tender and the University shall also not be obliged to assign any reason for the acceptance or rejection of a tender.

b) The tender shall be based upon drawings and/or specifications which shall be contained in a separate document, which document shall be deemed to be incorporated in and form part hereof.

c) Where specifications, SABS/CKS standards, specifications, codes of practice or standard methods are referred to in the separate document referred to in sub-paragraph 2.2, these, together with any drawings, must be strictly adhered to:

i) Clause 14(1) states that if any requirements in respect of any or safety equipment or for the use or application thereof by employers or users of machinery have been prescribed, no person shall sell such machinery or safety equipment unless it complies with these requirements;

ii) for the purpose of this Section and Section 31(5) any part of machinery or safety equipment shall be deemed to be machinery or safety equipment.

d) Tenders must be valid for a period of 120 days after the closing date.

e) The tenderer will be notified of the University's acceptance of a tender, whether in whole or in part, either by notice in writing from the University or by the University placing a written order on its official order form.

3) **DIFFERENCE OR DISCREPANCIES**

a) Should there be any difference or discrepancy between the prices or price contained in the official Tender Form and those contained in any covering letter or other document from the Tenderer, the prices or price contained in the official Tender Form shall prevail.

b) Any alteration effected upon any of the tender documents submitted to the Tender Committee must be clearly shown by means of a handwritten entry in ink and such alteration must be signed by the Tenderer.

4) **PREFERENCES**

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

a) the country of origin of the goods.

b) the country in which the goods are manufactured or assembled; and

c) the industrial development points and the concentration points under the State Incentive Scheme or Industrial Development in which the goods are manufactured or

assembled, where applicable.

5) SPECIAL CONDITIONS OF TENDER

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

6) OTHER INFORMATION

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

a) full details of all discounts and whether such discounts are trade or settlement;

b) a comprehensive company profile must accompany the tender, including banking details; and

c) a full-service backup must be provided as indicated on the original tender and should advise, *inter alia*, whether: -

i) the Tenderer is the accredited agent in the Republic of South Africa for the manufacturer of the equipment offered;

d) the Tenderer has supplied the type of equipment offered to other institutions in the Republic of South Africa and, if so, a list of the names of those other institutions should be provided.

i) a full range of spares is carried for the equipment offered; and

ii) service facilities by factory trained staff are available and, if so, where such services are available and on what conditions.

7) LEGAL STATUS OF TENDERER AND AUTHORITY OF SIGNATORY

a) All Tenderers shall state, on the Tender Form under "Name and Address of Tenderer": -

i) their full legal status, that is, whether they are a natural person, firm, partnership, association, company, close corporation, trust or other trading entity;

ii) in the case of a juristic person, its full registered name(s), its registration number and its trading name(s), if any, must be stated;

iii) in the case of a natural person, the full names must be stated together with that person's identity number, the trading name of the business, if any, and an indication as to whether that person is the owner, proprietor, partner etc; and

iv) the addresses of its registered office and principal place of business in the case of a juristic person or the residential address and business address in the case of a natural person.

b) The signatory shall indicate in what capacity and under what authority the tender documents were signed by him or her. Documentary proof of the authority to sign the tender document shall also be submitted, for example, in the case of a company or close corporation, a certified copy of the resolution of that company or close corporation authorising the signatory to sign the tender documents on behalf of the company or close corporation, shall be submitted.