UNIVERSITY OF THE
WITWATERSRAND,
JOHANNESBURG

**PROCUREMENT DOCUMENT**

**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**Wits Tender / 2026:21**

**Service and Maintenance of HVAC Systems**

| | | |
|---|---|---|
| **Reference No.:** | Wits Tender-2026:21 | |
| **Description:** | Service and maintenance of HVAC systems | |
| **Issue Date:** | 08 November 2026 | |
| **Issued by:** | Operations and Facilities Management Department – Energy, Utilities and GMR Compliance Section | |
| **Submission Date and Time:** | Date: 7 December 2026 | Time: 23h59 (Before Midnight) |
| **Important Information:** | **Mandatory Tender Submission via PURCO SA website**: https://purcosa.co.za | |

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## PART A: TENDER OVERVIEW

# 1 TENDER OUTLINE

## 1.1 University's Background

The University of the Witwatersrand is a leading African University that is ranked in the top 1% of universities in the world. Located in the Economic Hub of Africa, in 2022, Wits celebrates 100 years of academic and research excellence, social justice and the advancement of the public good. Our history is inextricably linked to that of mining, the city, and civic and political activism. Our property infrastructure consists of 400 buildings, 11 Libraries, and 17 Residences.

## 1.2 Invitation to Tender

The Operations and Facilities Management Department of the University of the Witwatersrand, Johannesburg in collaboration with Purchasing Consortium of Southern Africa (PURCO SA) request proposals from experienced and suitably qualified contractors to respond to this tender for the Provision of HVAC Systems Service and Maintenance for the University. The University aims to provide its students and staff with a cost-effective, efficient and service-orientated service in all campuses. **No partnerships and no joint ventures will be allowed. Subcontracting will be allowed on direct technical support through authorised OEM agents. Any highly specialized work that specifically requires OEM involvement will only be subcontracted to the OEM after receiving the client's prior written approval. It is anticipated that this type of work will represent less than 3% of the overall scope.**

## 1.3 Tender Background

The University intends to appoint a panel of service providers that it can work well with and have a cooperative relationship to help the University community. The ideal service providers must focus on providing good service while being proactive and innovative in finding ways to save costs. They should also be aware of and respectful towards the University's needs and culture. A crucial factor in selecting a service provider(s) will be whether the University believes they can establish a close working relationship with them, to benefit the students and staff. The target of this process is to supplement the existing panel of service providers for each of the categories.

## 1.4 Overview

The services have a Scope of Work that contains detailed requirements of the University.

The successful tenderer(s) 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.

## 1.5 Procurement Strategy

The University intents to appoint a panel of service providers as more fully defined and set out in Annexure A. The successful tenderer(s) will quote and/or provide for these services as and when they are required to do so by the University. There will be no exclusivity for the delivery of this service. The University reserves the right to appoint additional providers at its sole discretion, without any obligation to provide notice or justification. Such appointment may be made if and when the University determines that it is necessary or desirable in order to meet its operational or strategic goals. The University shall have no liability to any party for such action.

## 1.6 Note Regarding Pricing

To ensure the accuracy of your Tender Submission for this Tender, it is imperative that Tenderers agree to the standard rates/pricing as per Annexure C and provide their mark-up in accordance with the Tender Documentation. Additionally, the University reserves the right to appoint a panel of providers for certain services as outlined herein, and there is no guarantee of a minimum amount of work. It is advisable for Tenderers carefully review the tender documentation and consult with financial experts before submitting pricing information (e.g. agreement with the standard rates and provision of their mark-up information).

## 1.7 Pre-qualification Criteria

Tenderers who have suitable experience and demonstrated capacity in the required work activities for Service and maintenance of HVAC systems may be eligible to partake in this Tender.

Only Tenderers who satisfy the pre-qualification criteria as set out in the tables below should submit a Tender Submission.

The Tenderer must submit all of the information required in the Schedules below:

| | |
|---|---|
| **Procurement Eligibility/Mandatory Criteria** | |
| It is compulsory that the Tenderer: | |
| 1. | The Tenderer must submit a signed submission by an authorised employee of the company (Annexure B). |
| 2. | Provides proof of its entity's registration documentation (e.g., CIPC) indicating the date of registration/incorporation, and a list of directors, partners, and members. |
| 3. | Provides proof of current and valid SARS Tax Pin and VAT registration certificate. Provide rationale if not VAT registered. |
| 4. | Submit fully signed Annual Financial Statements (AFS) for the last (3) three years, in compliance with the requirements of the Companies Act. Submit confirmation of the Public Interest Score if AFS are not audited with reasons supplied.<br>Financial sustainability and risk will be assessed which will inform the consideration of your bid. Supply an explanation if the AFS for the last fiscal year-end has not been submitted. |
| 5. | The Tenderer must provide (current) Letter of Good Standing from its bankers and/or bank confirmation letter. |
| 6. | The Tenderer must provide proof that it is in possession of a letter of good standing from the Compensation Fund or a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Disease **(COIDA)** Act No. 130 of 1993. The proof must be valid at the time of close of the Tender and a valid certificate must be produced at the time of award if the certificate expires between close of Tender and award. |
| 7. | Submit all required schedules, documents and annexures (D) indicated in this document. |
| 8. | The Tenderer must provide their insurances - If your insurance does not meet these requirements at minimum, you need to provide a letter of commitment indicating that if you are awarded you will meet the requirement with no impact on the pricing you submitted.<br>Public liability to the value of R 16 million and<br>Product liability insurance to the value of 16 million. |
| **Technical Eligibility/Mandatory Criteria** | |
| It is compulsory that the Tenderer must: | |
| 9. | The tenderer must have a track record for at least 5 (five) years for maintaining HVAC systems in buildings used for education, commercial offices or similar. Tenderer must submit contactable, local and signed client reference letter for similar servicing and maintenance of HVAC systems. The letter should indicate the start and end date (contract duration) as well as client's email address and telephone number. References may be assessed for acceptability and relevance and may be confirmed |
| 10. | Provide at minimum 3 (three) recent relevant, local and signed client references where you have maintained HVAC systems (references must be for education, commercial offices or similar). References must be within the last 5 (five) years. One reference must be in the Gauteng region. The letters should indicate the start or/and the end date (within the last five years) as well as client's email address and telephone number. References may be assessed for acceptability and relevance and maybe confirmed. |
| 11. | The Tenderer must have presence in the Gauteng province to fulfil the requirement as per the scope of work. Provide supporting evidence confirming presence in the Gauteng province, such as lease agreement, utility bill or similar. It may be required that your Gauteng place of work be inspected. |
| 12. | The Tenderer must provide Annexure C: Pricing schedule information. Tenderer to provide the full pricing schedule in excel and PDF. |
| 13. | The tenderer must provide a minimum valid CIDB Grading of 3 ME. |
| **Procurement Non-Mandatory Criteria** | |
| 14. | Please provide the current, valid B-BBEE certificate issued by a SANAS accredited verification agency unless the Tenderer is an exempted micro enterprise (EME) or a qualifying small enterprise (QSE), in |

| | |
|---|---|
| | which case the Tenderer may submit a sworn affidavit in accordance with the B-BBEE Act: Codes of Good Practice published in Government Gazette No. 36928. |

The Tenderer's attention is drawn to the pre-qualification criteria which requires the tenderer to provide the necessary evidence (please refer to Annexure B: Returnable Schedules and Documents) in order to be eligible, failure to do so will result in disqualification.

Tenderers who fail to provide the required schedules and documents will not have their Tender Submissions evaluated further.

Despite the above, the University reserves the right to request information (which must be responded to and/or provided to the University within the period as determined and communicated by the University) where the information provided is insufficient, is not supplied, is unsuitable or does not provide adequate detail.

### 1.8 Tender Terms and Conditions

The Tender Terms & Conditions apply to and form an integral part of this Tender.

Full link: https://www.wits.ac.za/media/wits-university/footer/about-wits/procurement/Tender%20Terms%20%20Conditions%2015.08.2020.pdf

Words and phrases defined in the Tender Terms & Conditions shall also apply in the interpretation of the same words and phrases in this Tender, save where specifically otherwise indicated.

## PART B: KEY INFORMATION

## 2 TENDER TIMELINE

2.1 The table below lists key events, dates, and periods applicable to this Tender:

| No. | Description | Date / Period |
|---|---|---|
| 1 | Invitation to Tender notice release via print media | 08 November 2026 |
| | Publication of Tender available on the University's Procurement website | 09 November 2026 |
| 2 | **Compulsory Physical Briefing Session to be held as follows:**<br>Date and time: 18 November 2026 \| 10h00 -12h00<br>Venue: Wits University Braamfontein West Campus - Procurement offices. GPS coordinates 26°11'21.0"S 28°01'29.2"E | |
| 3 | Submission Date and Time | 7 December 2026 (Before Midnight 23h59) |
| 4 | Proposed Presentation / Site visits (if applicable) | (TBC) |

2.2 These dates and times do not create an obligation on the part of the University to take any action or create any right for a Tenderer to demand that the University executes a certain action on a specific date at a certain time.

2.3 Following section 6 of the Tender Terms and Conditions, the University may issue amendments until **3 (three) Business Days** before the Submission Date and Time.

## 3 UNIVERSITY CONTACT INFORMATION

3.1 Queries relating to the issue of the Tender Documents must be addressed to the Tender Administrator at admin.tenders@wits.ac.za and to Lavern Kuppen Cullen via e-mail: lavern.cullen@purcosa.co.za.

## 4 DEVELOPING YOUR TENDER SUBMISSION

4.1 The Tender Documents set out the step-by-step process and conditions that apply.

4.2 Tenderers must take time to read and understand the Tender Documents, in particular:

the Tender Terms & Conditions.

the Tender Submission protocol (please refer to section 5).

develop a strong understanding of the University's Scope of Work detailed: Annexure A.

in structuring your Tender Submission consider how it will be evaluated, Part C: The Evaluation Process of this document describes the evaluation approach.

important checklists are included in Annexure B: Returnable Schedules and Documents to assist Tenderers with the completion of their Tender Submission. Tenderers are required to tick the relevant boxes for verification purposes. Where information is not applicable, the symbols N/A must be inserted in the space provided.

4.3 Tenderers are advised to check the number of pages, and should any be missing or duplicated, the reproduction indistinct, or any descriptions ambiguous, or this document contain any obvious errors they shall inform admin.tenders@wits.ac.za and Lavern Kuppen Cullen at lavern.cullen@purcosa.co.za and have the same rectified.

4.4 The University will respond to requests for clarification received up to 5 (five) Business Days before the Submission Date and Time. Queries should be by email to admin.tenders@wits.ac.za and Lavern Kuppen Cullen at lavern.cullen@purcosa.co.za. Please note that additional information supplied to anyone Tenderer may also be provided to other Tenderers via e-mail.

4.5 It must be noted that the University shall not be held liable for any loss or damage incurred to the Tenderer should the Tenderer fail to fulfil the requirements of the Tender.

## 5 SUBMITTING YOUR TENDER SUBMISSION

5.1 Tender submissions will be electronic via the PURCO SA Website only. No hard copy, faxed, physical submissions or e-mailed submissions will be accepted by the University:

5.2 To submit your Tender Submission please log in to the purcosa.co.za website using the username and password of the individual who purchased the Tender Documents. **Refer to Annexure E for Detailed Guide**

5.3 Tenderers are urged to contact the University's Procurement Representative if unsure which mode of delivery applies to the Tender. The University will not be held responsible where the Tenderer incorrectly interprets the mode of delivery.

# PART C: THE EVALUATION PROCESS

## 6 EVALUATION METHODOLOGY

6.1 The University will apply a multi-criteria approach in evaluating the prospective Tender Submissions. It is envisaged that the following core criteria (not complete and in order of preference) will amongst others form the basis of the tender evaluation:

6.1.1 The financial offer;

6.2 The Tenderer's ability to match service requirements as set out in Annexure A: Scope of Work;

6.3 The type of organisation and the number of years in operation in the industry;

6.4 The track record and experience of the Tenderer;

6.5 The Tenderer's contactable client references;

6.6 The competence of the proposed management, project managers and staff of the Tenderer;

6.7 Accuracy and presentation of the calculations which must be sufficient for comparison purposes;

6.8 Risk and Financial ability of the Tenderer to provide the goods and/or services and to meet its contractual obligations;

6.9 Adequate insurance coverage with regard to the goods and/or services

6.10 Reasonability of the financial offer with consideration of market related pricing and available budget for the requirement will be considered

### 6.2 Evaluation procedure:

The evaluation phase includes the prequalification phase for procurement, technical and functional elements.

The University may request additional information, clarification or verification in respect of any information contained in or omitted from a Tenderer's Tender Submission and this information will be requested in writing.

The University may enforce whatever measures it considers necessary to ensure the confidentiality and integrity of the contents of the Tender.

The University will evaluate the proposals with reference to the University's set and approved evaluation criteria and protocol as indicated in these Tender Documents.

Tenderers are urged to study the information provided in detail before responding to the Tender. It is of utmost importance that the information and conditions set out in this specification and "Tender Forms" be completed and submitted in the indicated format and order. Should the information not be submitted in the required format, the University reserves the right not to assess the Tender received and to disqualify such Tender Submissions. Preferences are offered to Tenderers that are Broad-Based Black Empowerment Contributors.

## 7 EVALUATION CRITERIA

### 7.1 Stage 1: Pre-qualification Stage (Procurement Mandatory and Technical Mandatory Criteria)

The University has a defined minimum pre-qualification listed in the table under section 1.7 that must be met by the Tenderer in order for the University to accept the Tender Submission for evaluation.

The pre-qualification evaluation will be carried out by the University's tender evaluation committee members to determine which Tender Submissions are compliant or non-compliant with the requirements issued by the University as part of this tender process.

Where there is failure to comply with the pre-qualification criteria as set out in section 1.7 or the University is for any reason unable to verify whether the pre-qualification criteria are fully complied with, the University may disqualify the Tender Submission.

Tenderers that do not meet the pre-qualification criteria may not advance to the next stage of evaluation.

Please note that no points are allocated at this stage.

Note: Documents submitted in support of this Tender must be documents of the Tenderer's entity. It is not permitted that documents submitted pertain to different companies or units within a group.

### 7.2 Stage 2: Functional including Technical Evaluation:

7.3 In this stage, the Tenderer must score a minimum of 70**%** in order to move on to the next stage of evaluation as per the evaluation protocol.

The evaluation of the Functionality Criteria of the Tender Submission will be based on the following criteria:

| **Functionality Criteria** | **Maximum Points Allocated** |
|---|---|
| **1. Company Experience** | **20 Points** |
| Bidders are to submit evidence of company experience involving the maintenance of HVAC systems in education, commercial offices or similar in the last 5 years, to a minimum value of R 2,000,000. | |
| **2. Company Personnel** | |
| a) The bidder shall provide key personnel with the necessary qualifications and experience to execute the scope of work. The following minimum requirements apply:<br>b) Contracts/Site manager, contract manager or service manager with minimum 5 years' experience in HVAC systems. N6 or higher in electrical or mechanical engineering. Submit CV, certified copies of all certificates and indicate years of relevant experience related to this requirement.<br>c) Certified Technician with minimum 5 years' experience in servicing and maintenance of HVAC equipment. Submit CV, certified copies of trade tests certificate and indicate years of relevant experience related to this equipment<br>d) All personnel responsible for refrigeration and air-conditioning activities shall be registered with the South African Refrigeration and Air Conditioning Contractors Association (SARACCA) under the relevant refrigerant handling category, in accordance with the requirements of the Montreal Protocol. The bidder shall submit proof of valid SARACCA registration for the relevant personnel, together with copies of their registration certificates. | **20 points** |
| **3. Company Personnel (Organogram)** | |
| A bidder is to supply a company organogram indicating KEY personnel and all support personnel, indicating the various roles and functions of each person. | **5 points** |
| **4. Company OEM Certification** | |
| A bidder is to supply all OEM certification(s) stipulating that they are authorised to maintain, test, calibrate and certify the equipment as per the Scope of Work. The bidder must at least have one OEM certification/letter in this category to be considered further. | **10 points** |
| **5. Plant & Equipment** | |

| | |
|---|---|
| Bidder is to provide proof of the following plant and equipment:<br>a) Ownership for two or more vehicles allowing for services to be provided. Registration documents for vehicles to be submitted.<br>b) Workshop and Call centre facility<br>c) Submit list of tools and equipment (anemometer, air quality meters, portable gas meters, etc)<br>A site visit may be conducted to verify the above. If a bidder's submission is inconsistent with the Plant and Equipment verified onsite then the University reserves the right to disqualify the bid. | **15 points** |
| **6. Quality Management** | |
| The bidder must provide proof of implementing a quality management system(s), preferably a quality management certification such as ISO 9001:2015. A Quality Management Plan will be deemed acceptable. | **10 points** |
| **7. Proximity to University Location** | |
| This criterion evaluates the proximity of the contractor's workshop to the University, with the general location being Braamfontein. Points will be allocated based on the distance between the contractor's address and the University's location within Braamfontein. This assessment ensures that proximity is considered when awarding the tender, taking into account the convenience and accessibility of the contractor's location in relation to the University. The University may verify the location.<br>Within or equal to a 30 kilometre distance. (10 points)<br>Greater than 30 kilometres and less than or equal to 60 kilometres. (7 points)<br>Greater than 60 kilometres and less than or equal to 80 kilometres. (5 points)<br>Greater than 80 kilometres. (0 point) | **10 points** |
| **8. Risk Assessment and dependencies** | |
| Contingency Plan:<br>Tenderers must submit RADE plan detailing how to mitigate response times, maintenance backlog, preventative maintenance, spares availability, and ad hoc service and maintenance | **10 points** |
| **TOTAL POINTS FOR FUCTIONALITY** | **100 POINTS** |

7.4 **Final stage: Price, Preference (B-BBEE) Evaluation and Where Applicable Consideration of Previous Stages**

Tenderers who met the thresholds in the previous stages will be evaluated further.

In this final stage, the criteria elements below will be considered. Therefore, a Tenderer's Tender Submission will be evaluated based on the weightings set out below and indicated formulae:

| Criteria | Documents Required | Weighting % |
|---|---|---|
| Price | Annexure C: Price Schedules to be completed | 60% |

| | | |
|---|---|---|
| B-BBEE | Please submit a current, valid B-BBEE certificate issued by a SANAS accredited verification agency unless the Tenderer is an exempted micro enterprise (EME) or a qualifying small enterprise (QSE), in which case the<br><br>Tenderer may submit **a sworn affidavit** in accordance with the B-BBEE Act: Codes of Good Practice published in Government Gazette No. 36928.<br>*Refer to below 8.5.4 B-BBEE Score Card* | 10% |
| | Tenderers with a minimum and above 51% Black Ownership | 10% |
| Functionality | Technical evaluation including tenderer track record and their client references | 20% |
| **Total** | | **100%** |

***B-BBEE Score Card***

| B-BBEE Status Level Contributor | Number of Points (20% B-BBEE) |
|---|---|
| Level 1 contributor | 20 |
| Level 2 contributor | 18 |
| Level 3 contributor | 14 |
| Level 4 contributor | 12 |
| Level 5 contributor | 8 |
| Level 6 contributor | 6 |
| Level 7 contributor | 4 |
| Level 8 contributor | 2 |
| Non-Compliant contributor | 0 |
| **Note**: Non-compliant contributors or failure to provide certification substantiating the B-BBEE status level of contribution will result in the Tenderer being awarded zero (0) points for the preference point system. | |

7.5 ***Price Points Calculation***

A maximum of 60 = 60 points is allocated for price on the following basis:

$$PS = 60 \left\{ 1 - \frac{Pt - Pmin}{Pmin} \right\}$$

Where:

Ps = Points scored for the comparative price of the Tender Submission under consideration;
60 = Ratio allocated to pricing for scoring purposes;
Pt = Comparative price of the Tender Submission under consideration; and
Pmin = Comparative price of the lowest acceptable Tender Submission.

7.6 **Other Information**

All Tenderers will be formally notified (successful or not) after the evaluation process has been completed and are requested not to contact the University in this regard.

The detailed evaluation results and Tenderer ratings will not be published or made available to anyone.

## PART D: SCOPE OF WORK

### 8 SCOPE OF WORK

8.1 The detailed scope of work is attached to the Tender Documents and marked Annexures A for the respective services.

8.2 Tenderers must ensure that before submitting a Tender Submission that they can meet the University's requirements as set out in Annexures A for each of the services.

8.3 **Note**: The University will not accept any variation to Annexure A for the of HVAC systems service and maintenance.

## PART E: RETURNABLE SCHEDULES & DOCUMENTS

### 9 THE SUBMISSION OF RETURNABLE SCHEDULES & DOCUMENTS

9.1 The Tender Submission will be evaluated based on the information submitted as instructed through the returnable schedules and documents.

9.2 The Tenderer's Tender Submission must be composed according to, and in the sequence as set out in Annexure B: Returnable Schedules and Documents. Additional instructions are contained under the applicable sections per Annexure B: Returnable Schedules and Documents.

9.3 Tenderers must complete the returnable schedules in type-written format and submit them in PDF and Excel compatible (.xls) (where indicated).

9.4 Tenderers must ensure that all returnable schedules, documents, and certificates are legible, current, legally compliant and valid.

## PART F: PRICING

### 10 PRICING INSTRUCTIONS

10.1 All Tenderers submitting a Tender Submission in response to this RFP/Tender Documents must ensure that they confirm agreement with the rates and include their mark-up correctly for each service as set out in the RFP/Tender Documents. To preclude any uncertainty, Tenderers are hereby notified against furnishing all-inclusive pricing that covers all services. Pricing for each service is to be presented. Moreover, as per the RFP/Tender Documentation and the procurement strategy, a panel of providers will be appointed. Tenderers specifically acknowledge and agree that the awarded Contract does not constitute an undertaking by the University that it will procure minimum or any quantities and/or any guaranteed volumes of the services. By submitting a Tender Submission in response to this RFP/Tender Documents. Tenderers agree to the conditions set forth in this section. Accordingly, Tenderers are urged to carefully review and adhere to the requirements set forth in the RFP/Tender Documents and to seek their own financial advice before submitting Pricing.

10.2 Tenderers must show its pricing information using the pricing template contained in Annexure C: Pricing Schedule. The pricing that the Tenderer submits will be considered the Tenderer's final pricing which will be included in the Contract.

10.3 Tenderers must show its pricing information using the pricing template contained in Annexure C Price Schedules.

10.4 Pricing must be submitted in editable and printable softcopy in both the original Excel compatible (.xls) and .pdf formats.

10.5 Tenderers agree that an item against which no rate or price is entered by the Tenderer shall be considered to be covered by other rates or prices detailed in the Tenderer's final pricing submitted.

10.6 Pricing must be wholly inclusive of all components that will deliver the services of the total solution in accordance with Annexures A.

10.7 **General**:

10.7.1 The Tenderer's proposals must be in South African Rands and valid for a period of 180 (one hundred and eighty) days from the date of the Tenderer's Submission

The successful tenderer(s) agrees and undertakes that all costs shall remain firm and fixed from the date of receipt of the purchase order issued by the University, and no additional costs will be accepted by the University thereafter.

10.8 **Pricing and Annual Rate Adjustments**

No exchange rate fluctuations or adjustments shall be applicable under this Contract. Predetermined rates shall apply to labour and call-out services, while the agreed mark-up percentage shall apply to spare parts.

The predetermined rates and applicable mark-up shall remain subject to annual percentage escalations linked to inflation, as agreed between the University and the successful Tenderer

10.9 **Cost Savings**:

The University expects the Tenderer to be an active partner in generating ideas to reduce costs beyond only price reductions. Tenderers must complete the required pricing worksheets and can provide alternative cost-reduction methods that may benefit the University. These alternatives must be included in a separate worksheet(s) in the workbook: C Price Schedules and/or in a separate information schedule.

10.10 **PURCO Rebate:**

**The service fee that is invoiced and collected by PURCO SA on behalf of the University from the successful tender(s), will not be an additional cost added to the price that is charged to the University. This service fee is the successful tenderer's cost of doing business with the consortium, which is used to cover expenses incurred by PURCO SA, being an additional marketing resource, to assist the contracted suppliers to market their products and services to a vast PURCO SA Membership that is widely located across Southern Africa. Additionally, any service fees that remain, are distributed back to the member institutions as their back-end savings.**

**The successful Tenderer must provide a 2% service fee calculated on the total value of each invoice issued by the successful tender for or otherwise relating to the supply of goods and/ or performance of the Services to the University (including any additional/ad hoc goods supplied or services rendered, and including any extension of the service and/or renewal, payable to PURCO SA on submission of a relevant invoice to the University.**

**The successful Tenderer must send a copy of the monthly invoice and statement to both PURCO SA and the Institution by the tenth day of every month. Upon receipt of the monthly sales report from the successful Tenderer, PURCO SA shall invoice and claim from the successful Tenderer a minimum of 2% service fee based on the Rand value of the total monthly sales/service which is payable to PURCO SA within 30 (thirty) days of the invoice date. Quotation(s) for any additional services that hold financial implications must be submitted both to PURCO SA and to the University before implementation of such service. The additional services must be approved by the University and signed by both parties in writing.**

**• Non-payment of Rebate is viewed as a breach of contract.**

**Tenderers are required to be in good financial standing, meaning they must not have any negative credit listings. In addition, bidders must be in good legal standing, with no current or pending legal actions or disputes involving PURCO SA or any of its Members. Furthermore, in the event of any dispute or differing interpretation between the Bid Document and the Letter of Award, the Tender Document shall take precedence over all other documents.**

**• Right to Offset**

**The supplier acknowledges and agrees to provide consent to the University to withhold and offset any outstanding amounts owed under this agreement. In the event that the supplier fails to fulfil its payment obligations to PURCO SA under this agreement and incurs an outstanding balance, the University reserves**

**the right to offset any such amounts owed by the supplier against any outstanding amounts that the University owes to the supplier under this agreement or any other related agreements. The supplier hereby consents to such offset and acknowledges that the University may withhold and apply the owed amounts toward the outstanding balance without further notice or consent. The offset shall be carried out in a reasonable and fair manner, and any remaining balance, if applicable, shall continue to be owed by the supplier.**

## PART G: INSURANCE

### 11 INSURANCE REQUIREMENTS

11.1 A Tenderer must demonstrate that it has adequate insurance cover to meet the minimum requirements as set out in the Scope of Work or obtain a letter of confirmation from its insurers indicating that the Tenderer will qualify for adequate insurance cover to satisfy the minimum requirements or provide a letter of commitment of having the appropriate insurance in place if awarded and at time of contracting with no impact on pricing that has been submitted.

11.2 11.2 The Tenderer will have to establish its standard company insurance (please refer to Annexure B: Returnable Schedules and Documents) and details of:

• public liability; and

• production liability insurance

Tenderers agree that should it be awarded as a successful service provider that it shall at all times maintain insurance cover satisfactory to the University's insurance brokers. Proof of payment of premium for the respective policy shall be furnished annually to the University in the event the Tenderer is the successful service provider. This should not have an impact on the Tenderer's submitted pricing.

## PART H: THE CONTRACT

### 12 THE CONTRACT

12.1 Tenderers must please take note of the following important contractual terms:

| | |
|---|---|
| Indicative Contract Dates: | 1 December 2026 |
| Indicative Contract Duration: | 36 months subject to annual review |
| Classification and Type of Contract: | Service and maintenance of HVAC systems Agreement<br><br>THIS DRAFT AGREEMENT WILL BE AMENDED ACCORDINGLY TO REFLECT THE SERVICE (AS SET OUT IN THE SCOPE OF WORK DOCUMENT INCLUDED IN THE PUBLISHED TENDER PACK) ONCE AN AWARD HAS BEEN MADE TO A SUCCESSFUL TENDERER. |

12.2 Any award made as a result of this Tender process will be governed by the regents of the Contract.

12.3 In the event that a Contract has been included in the Tender Documents (see Annexure D: Draft Contract) and if a Tenderer takes exception or wishes to propose a deviation to any term or condition in the Contract, it must be done clearly and conspicuously by referencing the specific clause number or the term or condition and by describing the exception or deviation in Annexure B under the Contract Deviation Schedule. If a Tenderer does not clearly and conspicuously take an exception or propose a deviation to a specific term or condition, the Tenderer shall be bound by such term or condition in the event the award is made to it. The University reserves the right to in each instance to: Accept the deviations or exceptions; or negotiate the deviations or exceptions; or reject a proposal with deviations or exceptions deemed unacceptable by the University at its option and in the exercise of its sole discretion.

12.4 The rejection or amendment by the Tenderer of any terms and conditions contained in the Contract may increase the risk to the University and will thus be taken into consideration when assessing the Tenderer's Tender Submission.

12.5 Tenderers should not provide or include their own contract, service level agreement or '*reserve the right to negotiate if the Tenderer is selected as the preferred service provider'* statement (the University will not consider this type of documentation). Tenderers must ensure that they follow the protocol as set out in section 12.3.

12.6 The Tender awarded will be conditional and subject to successful negotiations and the signing of a written contract, failing which the University reserves the right to withdraw the Tender and to award another Tenderer without the need to repeat the same Tender process.

12.7 Should final contract negotiations with the preferred Tenderer not be concluded within 3 (three) weeks of the tender award or the preferred Tenderer takes exception to certain terms in the Contract that the parties cannot agree to, the University reserves the right to cancel the award and select an alternative Tenderer.