PROCUREMENT DOCUMENT

REQUEST FOR PROPOSAL (RFP)

FOR

Wits Tender / 2026:29

General Waste Management

Reference No.:	Wits Tender/2026:29	
Description:	General Waste Management	
Issue Date:	16th August 2026	
Issued by:	OFMD	
Submission Date and Time:	Date: 15th September 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, Johannesburg ("the University") 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 celebrated 100 years of academic and research excellence, social justice and the advancement of public good. Our history is inextricably linked to that of mining, the city, civic and political activism. Our property portfolio consists of 400 buildings, 11 Libraries, and 17 Residences. The University has about 41 100 students and 6582 employees.

1.2 Tender Background

The Operations and Facilities Management Department of the University of the Witwatersrand, Johannesburg in collaboration with Purchasing Consortium of Southern Africa (PURCO SA) requires one comprehensive and professional service provider to render the services for the period of 36 months. This contract will support the management, collection, sorting, diversion, conversion, treatment, removal, transportation, and disposal of general waste, aiming at achieving Zero-Waste to Landfill.

1.3 Joint Ventures and Sub-contracting

The University strictly prohibits any joint ventures and partnerships. **Subcontracting will be allowed only on recyclables.**

1.4 Tender Description

The University intends to appoint one (1) service provider that can work well with and have a cooperative relationship to help the University community. The ideal service provider 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 service providers will be whether the University believes they can establish a close working relationship with them, to benefit the students and staff.

1.5 Overview

The requirements are detailed in the Scope of Works document, Annexure A.

The University requires one comprehensive and professional service provider to render the services for the period of 36 months. This contract will support the management, collection, sorting, diversion, conversion, treatment, removal, transportation, and disposal of general waste, aiming at achieving Zero-Waste to Landfill.

1.6 Procurement Strategy

The University will appoint 1 (one) service provider to support the management, collection, sorting, diversion, conversion, treatment, removal, transportation, and disposal of general waste, aiming at achieving Zero-Waste to Landfill.

1.7 Note Regarding Pricing

To ensure the accuracy of your Tender Submission for this Tender, it is imperative that Tenderer prices in accordance with the Tender Documentation. It is advisable for Tenderers to carefully review the tender documentation and consult with financial experts before submitting pricing.

1.8 Pre-qualification Criteria

Tenderers who have suitable experience and demonstrated capacity in the required work activities for the management, collection, sorting, diversion, conversion, treatment, removal, transportation, and disposal of general waste, aiming at achieving Zero-Waste to Landfill Services environment 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, failure to do so will result in disqualification.

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

Procurement Eligibility/Mandatory Criteria	
It is compulsory that the Tenderer must:	
1.	The Tenderer must submit a signed submission by an authorised employee of the company. (Tenderers must submit a fully completed and duly signed Annexure B – Schedule 1.
2.	Submit South African registration documents if a registered company. Only South African entities are eligible to participate (including but not limited to CIPC registration and directors, VAT registration, Memorandum of Association, Certificate of Incorporation)
3.	Provide a valid, current tax clearance certificate, VAT certificate and tax pin for tenders issued by the South African Revenue Services.
4.	Tenderers must submit fully signed Annual Financial Statements for the last three (3) financial years, in compliance with the requirements of the Companies Act. • Financial sustainability and risk will inform consideration of bid. • Confirm AFS provided are the same as those filed with CIPC or align with the submitted FAS. • Supply reason if the financials are not audited or independently reviewed • Supply Public Interest Score if financials were not audited • Supply an explanation if the AFS for the last fiscal year-end has not been supplied
5.	Confirmation of adequate financial capacity • Supply confirmation from an authorised signatory in your entity that it has adequate financial capacity to manage the initial start-up cost and cash flow for daily operations for the initial period (at least 3 months) taking into account the University payment terms.
6.	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 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.	Where subcontracting is proposed, the bidder must submit a signed subcontracting agreement clearly defining the roles and responsibilities of the subcontracted party, together with the subcontractor's valid Waste Transporter Registration Certificate and a letter from the recycling facility confirming acceptance of the recyclable waste. The recycling centre must be in Gauteng.
8.	Submit all required schedules, documents and annexures (B and C) indicated in this document.
Technical Eligibility/Mandatory Criteria	
It is compulsory that the Tenderer must:	
9.	Have a track record for a minimum of 3 years where similar service has been conducted for General Waste Management. Attach three (3) relevant reference letters from current/previous clients that confirms tendering company proof of track record. One (1) reference letter must be within the last three (3) years, and two (2) reference letters must / can be within the last 10 years. Reference letters must be signed, dated and on the client's letterhead, indicating contract start and end date. All reference letters must be within South Africa.
10.	Submit one (1) reference letter confirming the implementation of a general waste recycling service. The reference letter must be signed, dated, and issued on the client's letterhead, and must indicate the contract start and end dates. The reference must be from within the last five (5) years. The recycling centre must be located in Gauteng.
11.	Valid Waste classification disposal permits and signed agreements with licensed Waste Disposal Sites located within a 60 km radius from WITS Campus.
12.	Valid General waste transporter certificate from a municipality or as per SAWIS within 60 km radius of the WITS campus.
13.	Valid Waste Management licence issued by DFFE (Provide valid proof of registered license issued by Department of Forestry, Fisheries and the Environment)
14.	The Tenderer shall provide proof of and maintain continuously for the duration of the contract valid Public Liability Insurance with a minimum cover of R5,000,000 (Five Million Rand) per occurrence, and shall also maintain environmental/pollution liability cover appropriate to the services and risks associated with the delivery of the service. The insurance must cover third-party, bodily injury, death and property damage arising from the Tenderers activities. The Tenderer must provide the University with proof of its insurance cover. It is the responsibility of the Tenderer to establish whether its cover is adequate to insure against all the liabilities imposed by the delivery of services to the University and that such cover is aligned to the industry standard bearing in mind the nature of

	the services to be delivered to the University. Alternatively, if adequate insurance is not in place, the Tenderer must commit (via a formal letter) to having it in place if appointed and at time of contract commencement date and indicate the type and projected value of cover. Provide proof of full & adequate insurance or commitment. Insurance must satisfy the University's insurers. The insurance / commitment should not have an impact on the Tenderer's submitted pricing information.
Procurement Non-Mandatory Criteria	
15.	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.

1.9 Tender Terms and Conditions

1.9.1 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

1.9.2 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	16th August 2026
2	Publication of Tender available on the University's Procurement website	17th August 2026 (14h00)
3	**Compulsory Online Briefing Session to be held as follows:** **Date and time:** 26th August 2026 | 10h30 -12h00 **Address:** A **physical briefing session** will be facilitated on **Wednesday, 26 August 2026 from 10h30 – 12h00** at the **Wits University Braamfontein West Campus - Procurement offices**. **GPS coordinates** 26°11'21.0"S 28°01'29.2"E	
4	Submission Date and Time	15th September 2026 (Before Midnight 23h59)

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 In in accordance with 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

Queries relating to any issues 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:

4.2.1 the Tender Terms & Conditions.

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

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

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

4.2.5 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 Cullen at Lavern.Cullen@purcosa.co.za and have the same rectified. Queries to be posted on the PURCO SA website.

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 posted on the PURCO SA website. Please note that additional information supplied to any one Tenderer may also be provided to other Tenderers via the PURCO SA website.

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 https://purcosa.co.za website using the username and password of the individual who purchased the Tender Documents. **Refer to Annexure E for a 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 a.

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

6.1.3 The type of organisation and the number of years in operation in the industry.

6.1.4 The track record and experience of the Tenderer.

6.1.5 The Tenderer's contactable client references.

6.1.6 The competence of the proposed management, project managers and staff of the Tenderer.

6.1.7 Accuracy and presentation of the calculations which must be sufficient for comparison purposes.

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

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

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 Part A 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 Part A 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.

Stage 2: Functional including Technical Evaluation for General and Recycling Waste.

7.1.1 In this stage, the Tenderer must score a minimum of 70 points in order to move on to the next stage of the evaluation.

FUNCTIONALITY CRITERIA	WEIGHTS
1. Provide three (3) contactable references of General waste services. One (1) reference letter must be within the last three (3) years, and two (2) reference letters must/can be within the last 10 years. Reference letters must be signed, dated and on the client's letterhead, indicating contract start and end date. All reference letters must be within South Africa. ·More than 3 Contactable, acceptable references verified = 15 points 3 Contactable, acceptable references verified = 12 points 2 Contactable, acceptable references verified = 10.5 points 1 Contactable, acceptable references verified = 7 points	**15 POINTS**
2.Provide three (3) references from the client on average recyclable volume per year More than 55% recyclables or diversion = 30 points 41% - 55% recyclables or diversion = 20 points 10 - 40% recyclables or diversion= 10 points	**30 POINTS**
3. Resources and maintenance Provide 1 x roll-on mounted truck and 1 x skip bin truck, vehicle registration of the bidding company and pictures (front and side) = 10 points People management - Provide two (2) drivers licenses with PrDP = 10 Points	**20 POINTS**
4. Bidders to submit Standard Operating Procedures including compliances related health safety measures ·OHS procedure including compliance, roles and responsibilities, PPE, SOP for handling, storage and collection waste, and HIRA = 10 points Emergency Response Plan (ERP) including spillage procedure controls within the University = 5 points Emergency Response Plan (ERP) including spillage procedure controls outside the University = 5 points	**20 POINTS**
5.Risk/Assumptions/Dependencies/Exclusions. Backup plan (resources, contingencies during Strikes and unrests, breakdowns, resource shortage detailed resource plan that limits operations = 15 points	**15 POINTS**
TOTAL POINTS FOR FUNCTIONALITY	**100 POINTS**

7.2 Stage 3: Site Visit

7.2.1 This phase of assessment follows the technical compliance/functionality stage in the evaluation process and only successful Tenders that have met the minimum requirements in the technical/functionality stage will be considered. Further thresholds may be applicable at this Stage.

7.2.2 Material resource facilities (MRF) to be visited as part of the site visit and must be located within 120 km radius from Wits University Braamfontein Campus. Any tenderer that scores below 80% based on the site visit criteria will be considered a high risk.

7.3 Final Stage: Price, Preference (B-BBEE) Evaluation and where applicable Consideration of Previous Stages

7.3.1 Tenderers who met the thresholds in the previous stages will be evaluated further, as described below.

7.3.2 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:

Component	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 Tenderer may submit a sworn affidavit in accordance with the B-BBEE Act: Codes of Good Practice published in Government Gazette No. 36928. *Refer to below 8.5.4 B-BBEE Score Card*	10%
	Tenderers with a minimum and above 51% Black Ownership	10%
Functionality	Technical/Functionality evaluation including tenderer track record and their client references	10%
Site Visits		10%
Total		**100%**

7.3.3 ***B-BBEE Score Card***

B-BBEE Status Level Contributor	**Number of Points (10% B-BBEE)**
Level 1 contributor	10
Level 2 contributor	9
Level 3 contributor	6
Level 4 contributor	5
Level 5 contributor	4
Level 6 contributor	3
Level 7 contributor	2
Level 8 contributor	1
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.	

7.4 Price Points Calculation

A maximum of 70 = 70 points is allocated for price on the following basis:

$$PS = 70 \left\{ 1 - \frac{Pt - Pmin}{Pmin} \right\}$$

Where:

Ps = Points scored for comparative price of Tender Submission under consideration;

70 = 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.

7.5 Other Information

7.5.1 A short list of potential Tenderers may be compiled after a review of all the Tender Submissions. Short listed Tenderers may be required to make a further online presentation to the University's tender evaluation committee members, at a time and venue to be advised by the University.

7.5.2 The University may elect to conduct a due diligence investigation on any Tenderer which may include but not limited to the following. This will inform risk elements.:

- Interviewing the Director/Manager of any Tenderer.
- Interviewing client references.
- Conducting on-site inspections and/or investigations (if not done so already).
- Tenderers maybe requested to provide access to information.

7.5.3 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.

PART D: SCOPE OF WORK

8 SCOPE OF WORK

8.1 The detailed scope of worked is attached to the Tender Documents and marked Annexure A.

8.2 Tenderers must ensure that before submitting a Tender Submission that they are able to meet the University's requirements as set out in Annexure A.

8.3 **Note**: The University will not accept any variation to Annexure A.

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/or 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 The pricing that the Tenderer submits will be considered the Tenderer's final pricing which will be included in the Contract. The Excel spreadsheet that is Annexures C.1: Price Schedule must be used to submit the applicable pricing as indicated in these Tender Documents.

10.2 Tenderers must show its pricing information using the pricing template contained in C.1 Price Schedule.

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

10.4 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 Tenderers final pricing submitted. Pricing must be wholly inclusive of all costs including VAT.

10.5 Pricing must be wholly inclusive of all costs (including the rebate) related to the component and related to the delivery of the services of the total solution in accordance with Annexure A: Scope of Work.

10.6 General:

10.6.1 The Tenderer's proposals must be in South African Rand inclusive of VAT and valid for a period of 180 (one hundred and eighty) days from the date of the Tenderer's Submission.

10.6.2 Please note that all costs must be firm from the date of receipt of purchase order issued by the University. Furthermore, no additional costs will be accepted by the University.

10.6.3 Escalations per annum can be applied and clearly stated where applicable, similarly these would need to be fixed for the period for the items specified in C.1: Price Schedule. No price adjustments over the period quoted will be accepted other than ROE adjustments where they apply. The coverage period for all components is to become effective from the date of delivery acceptance as detailed in Annexures A: Scope of Work.

10.7 **Annual Escalation Adjustments**:

10.7.1 Provided the relevant supporting documentation required by the University is supplied by the Service Provider, the Fees may be adjusted subject to successful negotiations between the Parties as follows:

10.7.1.1 for the remaining components of the fees (excluding all capital and goods/equipment costs), annually on the first and each subsequent anniversary of the effective date of the awarded Contract, in line with or less than CPI.

Note: CPI means the average annual rate of change (expressed as a percentage) in the Consumer Price Index for all metropolitan areas as published by Statistics South Africa (or such other index reflecting the official rate of inflation in the Republic of South Africa as may replace it), which annual change shall be determined by comparing the most recently published index with the average index published over the 12 (twelve) months preceding the anniversary of the start date of the awarded Contract, and applying the lower of the 2 (two) compared indices

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 Tender Documents (please refer to Technical Eligibility/Mandatory Criteria) and obtain a letter of confirmation from its insurers indicating that the Tenderer will qualify for adequate insurance cover to satisfy the minimum requirements. 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/or professional indemnity insurance; and/or insurance covering its liability to any employees, its agents or representatives as contemplated in the Compensation for Occupational Injuries and Diseases Act, 130 of 1993; and/or general and commercial liability insurance which includes defective workmanship, public liability, cyber risk insurance, products and equipment liability, bodily injury and death, and property damage.

11.2 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.

12 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 separate worksheet(s) in workbook: C.1. Price Schedules and/or in a separate information schedule.

12.1 **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, the Letter of Award, and the Lease Agreement, the Tender Document shall take precedence over all other documents.

12.2 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 H: THE CONTRACT

13 THE CONTRACT

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

Indicative Contract Dates:	TBC
Indicative Contract Duration:	36 (thirty-six) months
Classification and Type of Contract:	RFP
Penalties:	The Penalty clauses will be shared with the registered tenderers.
Fees and fee escalation:	Annual based on CPI for local goods or services and based on ROE for imported goods/services and the spot rate on that day.
Indicative Payment Terms:	Provided that the University is satisfied that the successful tenderer has: i) Adhered to all the Contract terms and conditions. ii) provided the goods and/or services that are fit for the purpose, for which they were procured and of suitable quality, on time and within the agreed Contract price;

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

13.3 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 the 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:

13.3.1 Accept the deviations or exceptions; or

13.3.2 Negotiate the deviations or exceptions; or

13.3.3 Reject a proposal with deviations or exceptions deemed unacceptable by the University at its option and in the exercise of its sole discretion.

13.4 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.

13.5 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 13.3.

13.6 The Tender awarded will be conditional and subject to successful negotiations and 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.

13.7 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 which the parties cannot agree to, the University reserves the right to cancel the award and select an alternative Tenderer.