

## **GENERAL TERMS AND CONDITIONS OF TENDER**

### **1. GENERAL**

Unless otherwise specifically agreed in writing between the University and the supplier these tender terms and conditions form a part of each tender and contract and apply to contracts for the purchase of materials, supplies, equipment and services.

### **2. SUBMISSION OF TENDERS**

Tenders must be submitted online at <https://www.up.ac.za/tender>

### **3. EXECUTION OF TENDER**

The tender form must be signed in the space provided on the form with the signature of the tenderer or the responsible official of the enterprise tendering. Hard copy submissions must be written or printed in ink and all corrections must be initialed by the person signing the tender documents.

### **4. PRICES AND TERMS**

Firm prices should be tendered and include all packing, installation, handling, shipping charges and delivery to the destination shown therein.

The following must be noted when prices are determined for tenders:

- 4.1. VAT (where applicable) must be included in all prices.
- 4.2. Prices quoted must remain firm for at least 60 days from closing.
- 4.3. Tenderers are encouraged to allow educational discounts in the prices quoted.
- 4.4. Settlement discounts may be offered for prompt payment.
- 4.5. Claims: Claims for an increase in price due to a variation in the rates of exchange will only be considered if:
  - it was a condition of the tender;
  - the amount to be remitted overseas in foreign currency and the rate of exchange applied was stated in the tender;
  - documentary proof of date of payment and the rate of exchange ruling at the time of payment is furnished;
  - the order was satisfactorily executed within the stipulated delivery period.

**IF ANY GAIN IS OCCASIONED BY ANY VARIATION IN THE RATE OF EXCHANGE THIS SHOULD BE PAID FORTHWITH TO THE UNIVERSITY.**

## **5. PAYMENT**

The standard terms of payment are 30 days after the first month-end statement on completion of satisfactory delivery of goods/services. Unless otherwise specified, partial payments or advance payments will not be made.

## **6. DELIVERY**

Unless actual date of delivery is specified (or if specified delivery cannot be met) mention must be made of the number of days required to effect delivery after receipt of an official University purchase order. Delivery time may be a basis for making an award. Delivery will be within the normal working hours of the University, Monday to Friday (07:30 to 16:00) unless otherwise stated.

## **7. ERRORS**

Failure to examine the specifications, delivery schedule, tender prices, extensions and all instructions will be at the tenderer's risk. The unit price will govern in the case of a mistake in extension.

## **8. QUALITY OF MATERIAL**

Unless otherwise stipulated the goods tendered, should be **NEW** i.e. in the unused condition, neither second-hand nor reconditioned.

## **9. SAFETY**

All manufactured items and fabricated assemblies should comply with applicable requirements of the Occupational Safety Health Act. (Act No. 85 of 1993 and any standards thereunder).

## **10. SECURITIES**

The successful tenderer, when called upon to do so, has to provide security to the satisfaction of the University for the due fulfilment of a contract or order. Such security will be in the form of a deed of suretyship furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.

## **11. MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS**

Any reference to manufacturers' names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and not intended to limit competition. If tenders are based on equivalent products, indicate on the tender form the manufacturer's name and number. Tenderers have to submit with proposals, drawings, sketches and descriptive literature and/or complete specifications. The University reserves the right to determine acceptance of item(s) as an approved equivalent.

## **12. SAMPLES**

If samples are required, such samples must be furnished free of all charges, on or before the closing date of the tender. If tenderers desire such samples returned it will be at their own risk and cost. All requests for return of samples will be accompanied by instructions which include method of return with the tender submission. If instructions are not received the commodities will be disposed of by the University.

## **13. FACILITIES**

The University reserves the right to visit/inspect the tenderer's facilities at any time with prior notice.

**14. DISQUALIFICATION OF TENDERER:**

More than one tender from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a tenderer is involved in more than one proposal for the same work will be cause for rejection of all proposals in which such tenderers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between tenderers. Tenders that contain prices which are obviously unbalanced, as to affect adversely the interest of the University, may be rejected.

**15. CHANGE IN SCOPE:**

The University reserves the right to change the scope and extent of supply of the goods and/or services requested in the tender and invite the re-submission of such tender on or before the closing date, without necessitating a new tender.

**16. ACCEPTANCE OF TENDER**

The University reserves the right :

- to withdraw a tender after issue;
- not accept a submitted tender.

Upon the acceptance of a tender by the University, the parties will be bound by the general terms and conditions of the tender and the standard terms and conditions of contract.

**17. AWARD**

The University reserves the right to award by item, or part thereof, groups of items, or parts thereof, or all items of the tender; to reject any and all tenders in whole or in part; to waive any minor technical defects, irregularities or omissions if, in so doing the best interests of the University will be served. The University reserves the right not to accept any tender with the cheapest offer.

**18. SPECIAL PROVISIONS**

Any and all special conditions attached hereto which vary from these general conditions shall have precedence.