

PROCUREMENT DOCUMENT

REQUEST FOR PROPOSAL (RFP)

FOR

Tender no: Wits Tender / 2026:23

**APPOINTMENT OF TWO SERVICE PROVIDERS FOR INSPECTION, SERVICE AND MAINTENANCE OF
LABORATORY FUMEHOODS**

Reference No.:	Wits Tender/2026:23
Description:	Appointment of two service providers for inspection, service and maintenance of laboratory fume hoods
Issue Date:	20 September 2026
Issued by:	Wits OFMD
Submission Date and Time:	Date: 16 October 2026, Time: 23:59 midnight
Compulsory Briefing session:	02 October 2026, Time: 10:00 am Venue: Wits University, West Campus, Braamfontein, at the Facilities and Services Building, Procurement Office
Important Information:	Note that Annexures B and C1 and C2 must be returned to us. Note the email submission protocol referred to in this document for the submission of your quotation and information.



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ATTACHMENTS:

List of Annexures	Description of Annexures
Annexure A	Scope of Work
Returnable Schedules and Documents	
Annexure B	Procurement Returnable Schedules (returnable)
Annexure C	Pricing Schedule (returnable)
Annexure D	Draft Contract



PART A: TENDER OVERVIEW

1 TENDER OUTLINE

1.1 University's Background

The University of the Witwatersrand, Johannesburg (the "University") is a leading university in Africa, as reflected by its international standing and the quality of its graduates, many of whom have played a major role in founding industries in South Africa, including sectors such as mining, financial services and information technology. The University prepares students for managerial, professional and leadership positions in the public, private and non-governmental sectors. The University has more than 40000 students and approximately 9500 (i.e. including permanent and temporary) staff and is one of the biggest sources of skills in Africa.

1.2 Tender Background

The University of the Witwatersrand (Wits) operates a diverse range of research, teaching, and diagnostic laboratories across its Braamfontein and Parktown campuses. These laboratories rely on specialised equipment, including ducted fume hoods, ductless fume hoods, laminar flow units, PCR cabinets, and biosafety cabinets, to provide safe working environments and support critical academic and research activities.

To ensure the continued safety, reliability, and regulatory compliance of these assets, Wits University requires the appointment of a suitably qualified service provider to undertake the assessment, maintenance, validation, certification, and asset management of this equipment over five years.

1.3 Procurement Strategy

The University intends to appoint two (2) service providers for appointment of a service provider for inspection, service and maintenance of Laboratory Hoods, one service provider per campus, Braamfontein (1) and Parktown (1) to deliver the required services for the University as per the scope of work. The Contractor shall make provision for the engagement of specialist subcontractors where the nature of the work requires mechanical, electrical, calibration, or OEM-specific expertise. The Contractor shall retain full responsibility and accountability for all work carried out by subcontractors. The appointment of subcontractors shall not relieve the Contractor of any contractual obligations under this agreement.

1.4 Tender Description

The University intends to appoint two (2) service providers for appointment of a service provider for inspection, service and maintenance of Laboratory fumehoods, one service provider per campus, Braamfontein (1) and Parktown (1), refer to a full scope of work on Annexure A.

1.5 Note Regarding Pricing

To ensure the accuracy of your Tender Submission for this Tender, it is imperative that Tenderers price 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.

1.6 Pre-qualification Criteria

Tenderers who have suitable experience and demonstrated capacity in the required work activities in performing the abovementioned tasks maybe eligible to partake in this RFP as per the below. Only Tenderers who satisfy the pre-qualification criteria as set out in the table 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. It is compulsory that the Tenderer must have:



No	Procurement Mandatory Criteria
1	The tenderer must submit Schedule 1: Signed Submission which has to be signed by a duly authorised representative.
2	The tenderer must submit companies and Intellectual Property Commission registration documents and director/member details. This must be a registered South African entity. Only South African can are eligible to participate on this tender
3	The tenderer must submit valid South African Revenue Service tax compliance status or pin.
4	The tenderer must submit value-added tax registration details or a rationale if not registered.
5	The Tenderer must provide Audited Annual company financial statements (AFS) for the past 3 (three) years, in line with the Companies Act in South Africa. If AFS are not audited, provide reasons and provide confirmation of your Public Interest Score, noting that tenderers must submit annual financial statements for the last three (3) financial years. The financial standing and health of the tenderer will be assessed and inform risk elements that will be considered as part of the evaluation. This will be assessed for acceptability.
6	The tenderer must submit valid Compensation for Occupational Injuries and Diseases / Compensation Fund Letter of Good Standing.
7	Tenderer must have adequate and comprehensive insurance cover of Public liability to the value of at minimum R60 million and Product liability insurance to the value of at minimum R 5 million OR if adequate insurance is not in place, the Tenderer must commit (via a formal letter) to having it in place if appointed and at the time of contract commencement date and indicate the type and projected value of cover.
No	Functionality (including Technical) Mandatory Criteria
	The contractor must:
8	The tenderer must have demonstrated a minimum of five (5) years' experience in maintenance, servicing, certification, and repair of laboratory containment equipment (fume hoods, biosafety cabinets, laminar flow units, PCR cabinets). The university reserves the right to follow up and verify the information provided.
9	The tenderer must submit a minimum of three (3) recent and relevant local client reference letters for laboratory equipment maintenance services. Each reference must confirm services provided under a contract with a minimum value of R500,000. The references must be dated within the last five (5) years, with at least one (1) reference originating from a client based in the Gauteng region. Submitted reference letters will be evaluated for compliance, relevance, and acceptability.
10	The tenderer must have an established office or workshop in Gauteng to fulfil the requirement as per the scope of work. Provide supporting evidence such as lease agreement, utility bill.
11	The tenderer must have provide pricing information as per the Bill of Quantities. Each line item must be priced. If the contractor decides not to price a particular line item, an amount of ZERO RANDS must be entered. If a line item is left blank it shall be assumed that the contractor will complete the line item scope at no charge.
12	Tenderer must have provide at least two valid OEM letters or certificates indicating the appropriate authorisation to perform maintenance, testing, certification, calibration and other duties on the equipment listed on the BOQ. The documents will be assessed for acceptability.

1.8 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	20 September 2026
2	Publication of Tender available on the University's Procurement website	21 September 2026 (14h00)
3	Compulsory Briefing Session: Date: 02 October 2026, Time: 10:00 am Venue: Wits University, West Campus, Braamfontein, at the Facilities and Services Building, Procurement Office	
4	Submission Date: 16 October 2026, Time: 23:59 midnight	

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 execute a certain action on a specific date at a certain time.

2.3 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 INTENT TO SUBMIT A TENDER SUBMISSION

Prior to the submission of any returnable schedules, documents or other information as set out in the Tender Documents, the Tenderer must notify the University's Procurement Representative (see section 4) in writing in a single email, on or before the time indicated in section 2.1, its intention to participate in the Tender

4 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 Selaelo.semenya@wits.ac.za

5 DEVELOPING YOUR TENDER SUBMISSION



- 5.1** The Tender Documents set out the step-by-step process and conditions that apply.
- 5.2** Tenderers must take time to read and understand the Tender Documents, in particular:
- 5.2.1 the Tender Terms & Conditions;
 - 5.2.2 the Tender Submission protocol (please refer to section 6);
 - 5.2.3 develop a strong understanding of the University's Scope of Work detailed: Annexure A;
 - 5.2.4 review as a guideline the University's Uniform Catalogue detailed: Annexure F;
 - 5.2.5 in structuring your Tender Submission consider how it will be evaluated, Part C: The Evaluation Process of this document describes the evaluation approach;
 - 5.2.6 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.
- 5.3** 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 Selaelo Semenya at selaelo.semenya@wits.ac.za and have the same rectified.
- 5.4** The University will respond to requests for clarification received up to 5 (five) Business Days before the Submission Date and Time.
- 5.5** 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.

6 SUBMITTING YOUR TENDER SUBMISSION

- 6.1** The mode of delivery for submission is set out below and will apply to this Tender:
- 6.2** Electronic Submissions:
- 6.2.1 The Electronic Submission Protocol will apply to this Tender. Submission is by email.
Full Link: <https://www.wits.ac.za/media/wits-university/footer/about-wits/procurement/Electronic%20Submission%20Protocol%2015.08.2020.pdf>
 - 6.2.2 Tenderers must submit Annexure C1 and C2 : Pricing in an editable xls - Microsoft Excel file and a .pdf - PDF file. 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. The Tenderer acknowledges and accepts that telegraphic, telephonic, telex, facsimile, physical submissions, and late submissions will not be accepted by the University
 - 6.2.3 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
 - 6.2.4 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

7 EVALUATION METHODOLOGY

- 7.1** 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:
- 7.1.1 The financial offer ;
 - 7.1.2 The Tenderer's ability to match service requirements as set out in Annexure A: Scope of Work;



- 7.1.3 The type of organisation and the number of years in operation in the industry;
- 7.1.4 The track record and experience of the Tenderer;
- 7.1.5 The Tenderer's contactable client references;
- 7.1.6 The competence of the proposed management, project managers and staff of the Tenderer;
- 7.1.7 Accuracy and presentation of the calculations which must be sufficient for comparison purposes;
- 7.1.8 Risk and Financial ability of the Tenderer to provide the goods and/or services and to meet its contractual obligations;
- 7.1.9 Adequate insurance coverage with regard to the goods and/or services.

7.2 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.

8 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.

8.2 Stage 2: Functional, including Technical Evaluation

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



No	Functionality Criteria	Maximum Points Allocated	Scoring Legend
ITEM	DESCRIPTION	Weighting	
1	Company Experience	20	
	Bidders are to submit evidence of company experience involving the maintenance and calibration of laboratory equipment (Fume Hoods, Laminar Flow Units, PCR cabinets, Biosafety cabinets and associated equipment) in the last 5 years, to a minimum value of R 500 000.00 per project. Three Reference letters must be provided as proof of work done. Reference letters will be assessed for acceptability.		Company profile with a track record and five or more reference letters. (20 points) Company profile with a track record and four reference letters. (17 points) Company profile with a track record and three reference letters. (14 points) No reference letters provided (0 points)
2	Company Personnel	15	
	The bidder shall provide key personnel with the necessary qualifications and experience to execute the scope of work. The KEY resources must be supported by artisans, unskilled labour, administration and management resources. The following minimum requirements apply: a) Project manager/contract manager or service manager with minimum 5 years experience. N6 (electrical or mechanical). Submit CV, certified copies of qualifications and VALID certificates and indicate years of relevant experience related to this requirement. b) Certified Laboratory Technician with minimum 5 years experience in servicing, testing, and certification of laboratory equipment (Fume hoods, biosafety cabinets, laminar flow units, PCR cabinets and associated equipment). Knowledge of relevant SANS, EN, ISO, ASHRAE and more, where applicable, standards. Submit CV, certified copies of qualifications and VALID certificates and indicate years of relevant experience related to this requirement. c) Calibration Technician with minimum 5 years experience in calibration of laboratory equipment (Fume hoods, biosafety cabinets, laminar flow units, PCR cabinets and associated equipment). Knowledge of relevant SANS, EN, ISO, ASHRAE and more, where applicable, standards. Submit CV, certified copies of qualifications and VALID certificates and indicate years of relevant experience related to this requirement.		All 3 exceed requirements (>7-10 years + strong relevant experience and qualifications) (15 points) All 3 key resources meet minimum requirements (>5 years+ qualifications) (11 points) 2 key resources meet minimum requirements (7 points) Only 1 Key resource meets minimum requirements (3 points) Key personnel not provided OR do not meet minimum requirements (0 points)



3	Company Personnel (Organogram)	5	
	A bidder is to supply a company organogram indicating KEY personnel and all support personnel, indicating the various roles and functions of each person.		Organogram addresses all aspects of the contract comprehensively. (5 points) Organogram only addresses the technical requirements of the contract. (3.5 points) Organogram showing limited support capacity. (1 points) No organogram submitted (0 points)
4	Company OEM Certification	15	
	A bidder is to supply all valid 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.		Three or more valid OEM certificates/letters. (15 points) Two valid OEM certificates/letters. (13 points) One valid OEM certificate/letter. (11 points) No valid OEM certificate/letter provided. (0 points) NB: the OEM certification will be assessed for acceptability
5	Plant & Equipment	20	
	Bidder is to provide proof of the following plant and equipment: a) Ownership of at least two vehicles allowing for services to be provided. Registration documents for vehicles to be submitted. b) Workshop and Call centre facility c) Submit list of tools and equipment (anemometer, air quality meters, portable gas meters, etc). 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		Proof of ownership for three or more vehicles allowing for services to be provided, Workshop, Call centre, List of tools and equipment. (20 points) Proof of ownership for two vehicles allowing for services to be provided, Workshop, Call centre, List of tools and equipment. (14 points) Proof of ownership for one vehicle allowing for services to be provided, Workshop, Call centre, List of tools and equipment. (7 points) No Proof of ownership of vehicles, Workshop, call centre, list of tools and equipment provided. (0 points)
6	SHE Management Plan	10	
	The bidder must submit a Safety, Health and Environmental management plan (SHE Plan) that suitably addresses the following: a) Laboratory safety procedures b) Waste management (filters, hazardous materials, decommissioned assets, etc.) c) PPE requirements d) Communication to key stakeholders. e) Work in occupied laboratory environments		The SHE Plan comprehensively addresses demonstrates a comprehensive understanding of the project. (10 points) The SHE Plan addresses some of the listed items. (7 points) The SHE Plan is generic and does not address the items listed. (4 point) The SHE Plan not submitted. (0 points)
7	Quality Management	10	
	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.		Quality management certification (ISO 9001:2015). (10 points) Bidder provides proof of Quality Management System. (7 points) No information provided relating to quality management. (0 point)
8	Proximity to University Location	5	



	This criterion evaluates the proximity of the tenderer's workshop to the University. This assessment ensures that proximity is considered when awarding the tender, taking into account the convenience and accessibility of the tenderer's location in relation to the University. The University may verify the location.		Within or equal to a 30 kilometre distance. (5 points) Greater than 30 kilometres and less than or equal to 60 kilometres. (3.5 points) Greater than 60 kilometres and less than or equal to 80 kilometres. (2.5 points) Greater than 80 kilometres. (0 point)
	TOTAL	100	

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

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

8.3.2 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 C1 and C2: 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. <i>Refer to below 8.5.4 B-BBEE Score Card</i>	20%
Functionality (pro rated)	Technical/Functionality evaluation, including tenderer track record and their client references	20%
Total		100%

8.3.3 ***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.	



8.4 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 comparative price of 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.

8.5 Other Information

- 8.5.1 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.
- 8.5.2 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.
- 8.5.3 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

9 SCOPE OF WORK

- 9.1 The detailed scope of work is attached to the Tender Documents and marked Annexure A.
- 9.2 Tenderers must ensure that before submitting a Tender Submission, they can meet the University's requirements as set out in Annexure A.
- 9.3 **Note:** The University will not accept any variation to Annexure A.

PART E: RETURNABLE SCHEDULES & DOCUMENTS

10 THE SUBMISSION OF RETURNABLE SCHEDULES & DOCUMENTS

- 10.1 The Tender Submission will be evaluated based on the information submitted as instructed through the returnable schedules and documents.
- 10.2 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.
- 10.3 Tenderers must complete the returnable schedules in type-written format and submit them in PDF and/or Excel compatible (.xls) (where indicated).
- 10.4 Tenderers must ensure that all returnable schedules, documents, and certificates are legible, current, legally compliant and valid.



PART F: PRICING

11 PRICING INSTRUCTIONS

- 11.1** 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.
- 11.2** Tenderers must show its pricing information using the pricing template contained in Annexure C Price Schedule Note there are multiple worksheets contained in Annexure C which requires completion.
- 11.3** Pricing must be submitted in editable and printable softcopy in both the original Excel compatible (.xls) and .pdf formats.
- 11.4** 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.
- 11.5** 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.
- 11.6 General:**
- 11.6.1** 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, subject only to the applicable Rate of Exchange (ROE).
- 11.6.2** 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.
- 11.6.3** 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 Annexure C 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.
- 11.7 Annual Escalation Adjustments:**
- 11.7.1** 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:
- 11.7.1.1** for the labour cost component in respect of remuneration of the successful service provider's personnel, according to the annual increases in wages specified in the Basic Conditions of Employment Act, No 75 of 1997, specifically the applicable Sectoral Determination, and
- 11.7.1.2** 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. The University only accepts 15% or below for materials markup.
- 11.8 Cost Savings:**
- 11.8.1** 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.

PART H: THE CONTRACT

12 THE CONTRACT

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

Indicative Contract Dates:	01 January 2027
Indicative Contract Duration:	5 years
Classification and Type of Contract:	RFP
Penalties:	The Penalty clauses are covered on the draft contract, Annexure D
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. The University only accepts 15% or below for any materials markup
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;

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 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:

12.3.1 Accept the deviations or exceptions; or

12.3.2 Negotiate the deviations or exceptions; or

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

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