



UNIVERSITY OF THE  
WITWATERSRAND,  
JOHANNESBURG

## PROCUREMENT DOCUMENT

FOR

### Wits Tender 2024:25 – EGO- Academic Graduation Attire

Reference No.:	Wits Tender 2024:25	
Description:	Academic Graduation Attire	
Issue Date:	13 October 2024	
Issued by:	Examination and Graduation office	
Submission Date and Time:	Date: 04 November 2024	Time: 23h59
Reference No.:	Wits Tender 2024:25	

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## ATTACHMENTS:

List of Annexures	Description of Annexures
Annexure A	Scope of Work
Annexure B	Returnable Schedules and Documents (returnable)
Annexure C	Pricing (returnable)
Annexure D	Compliance Schedule (returnable)
Annexure E	Specifications
Annexure F	Proposed Order Form (returnable)
Annexure G	The Contract (will be provided shortly)

## 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 30000 students and approximately 6500 staff and is one of the biggest sources of skills in Africa.

#### 1.2 Tender Background

The University's Examination and Graduation Office, invites Tenderers to submit proposals for the Supply of Academic Attire for Graduation Ceremonies or as requested.

This is an open, competitive tender process.

#### 1.3 Tender Description

The primary operational objective is to appoint a reputable service provider to Supply of Academic Attire for Graduation Ceremonies or as requested, as per Annexure A: Scope of work.

#### 1.4 Procurement Strategy

The primary operational objective is to appoint a **single** reputable service provider to supply of academic attire for graduation ceremonies or as requested.

Any joint ventures/partnerships/sub-contracting collaborations need to be clearly detailed with the relevant agreements/contracts and roles and responsibilities clarified. The collaboration will be assessed in terms of risk and acceptability and may impact on the evaluation of your tender bid.

#### 1.5 Pre-qualification Criteria

Tenderers who have suitable experience and demonstrated capacity in the required work activities in to submit proposals for the Supply of Academic Attire for Graduation Ceremonies maybe eligible to partake in this Tender.

1.5.1 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.

No.	Procurement Mandatory Criteria
	It is compulsory that the Tenderer:
1.	is a South African registered Entity
2.	submits a signed submission by an authorised employee of the company
3.	provides proof of your legal entity's registration documentation (e.g. CIPC) indicating date of registration/incorporation, list of directors, partners, and members
4.	can show a current and valid Tax Clearance certificate/Pin
5.	provides their VAT registration details if relevant. Provide reasons if VAT registration is not available. This will be assessed for acceptability.
6.	Provide audited company financial statements for the past 3 years in line with the Companies Act. Provide rationale if financial statements are not audited. This will be assessed for acceptability. The University reserves the right to request additional information if required to assess financial sustainability risks. This may impact on the qualification of your bid.
7.	provides a Letter of Good Standing from its bankers or bank confirmation letter
8.	The Tenderer must provide their registration with the National textile bargaining council for local manufactured goods. If not certified, provide reasons for the exemption which will be assessed for acceptability. If the tenderer is providing a different entity's bargaining council certificate, provide the rationale for that and details of the collaboration/partnership agreement. This will be assessed for acceptability and risk will be assessed.
9.	Tenderer must provide their current COIDA certification. If not certified, provide reasons for the exemption which will be assessed for acceptability.

No.	Functionality (including Technical) Mandatory Criteria
It is compulsory that the Tenderer:	
10.	Provide at least a 5 year track record of experience with successful supply of academic attire for Graduation Ceremonies, to a University or equivalent (TVET Colleges, Commercial, educational, hospitality) with successful delivery of similar scale and requirement as set out in the (SoW) scope of work
11.	Provide at minimum 2 local references. Additional references may be to your benefits. Reference will be assessed for acceptability and relevancy. At minimum 1 of the reference(s) must show a volume of 1000 academic attires for hire for one day's events where multiple graduation sessions are held. Information to be provided in Annexure B. Note at least one reference must be deemed as relevant and acceptable. References should be recent and must be within the last three(3) years.
12.	Must meet all mandatory requirement in the Annexure D: Compliance Schedule
13.	Has the capability and capacity to efficiently and effectively manage high volumes of graduation ceremonies, for example able to manage hiring related to 15 ceremonies in a week's period encompassing an estimated 4500 graduands. Provide evidence and indicate that a minimum of 100 spare PhD attire/gowns must be available for emergencies. Provide evidence and indicate your compliance as per Annexure D: Compliance Schedule
14.	Must be able to communicate online. Email option is compulsory (email contact details), Provide information as per Annexure D: Compliance Schedule
15.	Provide details of your electronic payment option, as well as any other online payment. Any other means of online payment are acceptable. EFT, Cash and Credit Card facility (on-site & off-site) is a mandatory requirement. Indicate your ability and compliance hereof in Annexure D: Compliance Schedule
16.	Need to show that they have insurance cover for their goods or show commitment to have the appropriate insurance in place at time of contract if awarded with no impact on submitted pricing.
17.	Must provide OHS Act Protocol document that is in line with the OHSE Legislation (e.g. SOP= Standard Operating Procedure, Risk Register, Disaster Management Protocol)
18.	Must provide a completed and detailed Annexure C: Pricing schedule
No.	Other Criteria that is not mandatory but considered as part of the evaluation
19.	The Tenderer to submit a valid B-BEE certificate or Affidavit as per Department of Trade and Industry requirements

1.5.2 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.

1.5.3 Despite the above, the University reserves the right to request additional information (which must be responded and/or provided to the University within the period as determined and communicated by the University) where the information provided yields insufficient detail and Tenderer differentiation.

## 1.6 Tender Terms and Conditions

1.6.1 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>

1.6.2 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	13 Oct 2024
2.	Publication of Tender available on the University's Procurement website	14 Oct 2024
3.	Due date for Tenderer to submit its intention to respond	21 Oct 2024
	NON-COMPULSORY REGISTRATION	23h59
	Note that any amendments related to this tender will be made available on	

	the University's website and tender page. Ensure that you check the site on a regular basis for updates. Note: Questions and Responses will only be provided to registered tenderers and emailed directly to the registered email address. We therefore encourage you to register your intent/interest.	
4.	<p>Non-Compulsory Briefing session</p> <p style="text-align: center;">Date and time: 23 October 2024   10h00-11h00</p> <p style="text-align: center;"><b>Link to the Briefing Session</b></p> <p>Note: it is highly recommended that the person/s that will be working on the submission attend the online briefing session.</p>	
5.	Submission Date and Time	04/11/2024   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 INTENT TO SUBMIT A TENDER SUBMISSION (WHERE APPLICABLE)

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

### 4 UNIVERSITY CONTACT INFORMATION

Queries relating to the issue of the Tender Documents must be addressed to the Tender Administrator at [admin.tenders@wits.ac.za](mailto:admin.tenders@wits.ac.za) and (**Procurement Representative**) via e-mail: [kgomotso.hlabyago@wits.ac.za](mailto:kgomotso.hlabyago@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 should 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 in structuring your Tender Submission consider how it will be evaluated, Part C: The Evaluation Process of this document describes the evaluation approach;

5.2.5 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.

5.3 Tenderers are advised to check the number of pages and should any be missing or duplicated, or the reproduction indistinct, or any descriptions ambiguous, or this document contain any obvious errors they shall inform [admin.tenders@wits.ac.za](mailto:admin.tenders@wits.ac.za) and to insert email address 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. Queries should be by email to [admin.tenders@wits.ac.za](mailto:admin.tenders@wits.ac.za) and to



[kgomotso.hlabyago@weits.ac.za](mailto:kgomotso.hlabyago@weits.ac.za). Please note that additional information supplied to any one Tenderer may also be provided to other Tenderers via e-mail.

- 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.

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 C: Pricing in an editable xls - Microsoft Excel file and a .pdf - PDF file.

6.3 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.

6.4 Please note that the University will not accept telegraphic, telephonic, telex, facsimile, physical submissions, and late submissions.

## 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 and adequate client liaison;

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 The Tenderer's commitment to economic empowerment;

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

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

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

7.1.11 The acceptability of the samples provided.

7.1.12 Risk will be assessed and inform the evaluation process

### 7.2 **Evaluation Procedure:**

7.2.1 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.

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

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

## 8 EVALUATION CRITERIA

### 8.1 Stage 1: Pre-qualification Stage (Procurement Mandatory Criteria & Functionality Criteria)

- 8.1.1 The University has a defined minimum pre-qualification listed in the table under section 1.5 that must be met by the Tenderer in order for the University to accept the Tender Submission for evaluation.
- 8.1.2 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.
- 8.1.3 Where there is failure to comply with the pre-qualification criteria as set out in section 1.5 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;
- 8.1.4 Tenderers that do not meet the pre-qualification criteria may not advance to the next stage of evaluation.
- 8.1.5 Please note that no points are allocated at this stage.
- 8.1.6 **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 business units within a group.

### 8.2 Stage 2: Functional including Technical Evaluation

- 8.2.1 In this stage, the Tenderer must get a minimum of **75%**, in order to move on to the next stage of evaluation.
- 8.2.2 The evaluation of the Functionality Criteria of the Tender Submission will be based on the following criteria:

No.	Criteria	Weighting
1.	Provide your Company's experience and Track Record to show evidence of the successful supply of academic attire for Graduation Ceremonies, to a University or equivalent (TVET Colleges, Commercial, educational, hospitality) with successful delivery of similar scale and requirement as set out in the (SoW) scope of work. Indicate your years of experience in providing these services.	12
2.	References: Provide at minimum 2 local references. Additional may be to your benefits. Reference will be assessed for acceptability and relevancy. At minimum 1 of the reference(s) must show a volume of more than 1000 graduands for one client and where multiple sessions are held on one day. Additional references will be considered and may impact your scoring. References will be assessed for acceptability and relevancy. Note at least one reference must be deemed as relevant and acceptable.	12
3.	Describe your Disaster Management Protocol (e.g. SOP= Standard Operating Procedure, Risk Register) Including but not limited to the points below. 1. Disaster preventing gowns delivered on site 2. On site? (student or staff protests) 3. On their premises (theft, fire etc) 4. Describe the type of backup inventory is in place and what contingency plans are in place for access to temporary relief staff.	12
4.	Provide evidence of the usage of the Social Media Platforms including the links to those platforms, referring to the interaction with graduands. The Social media platforms will be assessed for relevancy and prominence.	10
5.	Provide details of your electronic payment option, as well as any other online payment facilities. EFT, Cash and Credit Card facility (on-site & off-site) is mandatory.	10
6.	Support of the local economy and SMEs and HDIs in the sector. How well do you support SMEs growing in the sector if you are currently not an SME? This will be assessed in terms of the type and level of engagements/collaborations you currently have with SMEs or that you plan to have with SMEs (within the first year of a potential contract) to grow the SME capability for this sector. The size of the bidding entity (i.e. whether you are an SME - i.e. emerging company with a turnover of under R10 million per annum) and the % black ownership of the SME will be	12

	considered as part of the scoring of the criteria. If you currently have no collaboration with SMEs, indicate your commitment to have something in place over the first year of the contract period where empowering SMEs with respect to services. Describe the proposed collaboration.	
7.	Provide details of how they would assist students with graduation gowns during or after graduation ceremonies. Describe your Query Management Protocol that you have in place on-site and off-site. The comprehensiveness of this will be assessed	10
8.	Provide details of your resource proposal for the onsite teams including the volume of staff and type of staff (admin support or other) that would be present at the main venue, holding (visitor) venue and mobile studios to ensure that the service delivered meets expectations. Include details related to the roles and responsibilities of the proposed onsite team for a graduation ceremony where 1000 graduands are expected to graduate per day. The appropriateness of the set-up, volume of staff and their roles and responsibilities will be assessed.	12
9.	Provide a capability report issued by the SABS (or similar body) confirming all manufacturer consignment information A capability report issued by the SABS (or similar body) confirming all manufacturer consignment information	10

### 8.3 **Stage 3: Sampling Stage**

- 8.3.1 This phase of assessment follows the functionality phase and only successful Tenders that have met the minimum requirements in the technical/functionality stage will be considered for the sampling stage.
- 8.3.2 The shortlisted tenderers must provide samples of their proposed academic attire. An indication of what will be requested includes (but may not be limited to) the following: a medium size of a Bachelor gown, Bachelor hood, a PHD gown, PHD hood and PHD bonnet.
- 8.3.3 The samples will be assessed and must meet the specification and be deemed as acceptable. Tender bids where samples are deemed as unacceptable will be disqualified at this stage and not considered further.

### 8.4 **Stage 4: Site Visits, Presentation and/or other due diligences**

- 8.4.1 This phase of assessment follows the sampling phase and only successful Tenders that have met the minimum requirements in the technical/functionality stage and passed the sampling stage will be considered for Site visits and Presentations. The site visit will inform the risk assessment that informs the evaluation of the bid.
- 8.4.2 **Presentations:**
- 8.4.2.1 A threshold is applied to the presentation phase. The University may require short-listed Tenders to make presentations to University's bid evaluation team.

### 8.5 **Stage 5: Price, Preference (B-BBEE) Evaluation and where applicable Consideration of Previous Stages**

- 8.5.1 Tenderers who met the threshold and passed the previous stage will be considered for this stage.
- 8.5.2 In this final stage the criteria elements below will be considered with the risk assessment. Therefore, a Tenderer's Tender Submission will be evaluated based on the weightings set out below:

## 9 PRICE AND B-BBEE CONSIDERATION

Price and B-BBEE and Consideration of Previous Stages	Documents Required	Weighting %
Price	Annexure C: Pricing 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	20%



	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. With 10% related to the BEE Level and 5% for tendering entities that are 51% or more black owned (5%) and 5% for tendering entities that are EME or QSE	
Functionality		10%
Presentation		5%
Site Visits		5%
<b>Total</b>		<b>100%</b>

### 9.1.1 B-BBEE Score Card

B-BBEE Status Level Contributor	Number of Points B-BBEE level scoring
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 <b>Note:</b> 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.	0

### 9.2 Price Points Calculation

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

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

Where:

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

### 9.3 Other Information

- 9.3.1 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.
- 9.3.2 The detailed evaluation results and Tenderer ratings will not be published or made available to anyone.

## PART D: SCOPE OF WORK

### 10 SCOPE OF WORK

- 10.1 The detailed scope of worked is attached to the Tender Documents and marked as Annexure A: Scope of Work. The specification referenced in the scope of work is detailed in Annexure E.

- 10.2 Tenderers must ensure that before submitting a Tender Submission that they are able to meet the requirements as set out in Annexure A: Scope of Work.
- 10.3 **Note:** The University will not accept any material variation to Annexure A: Scope of Work (which may include but not is not limited to the products, services and service levels).

## PART E: RETURNABLE SCHEDULES & DOCUMENTS

### 11 THE SUBMISSION OF RETURNABLE SCHEDULES & DOCUMENTS

- 11.1 The Tender Submission will be evaluated based on the information submitted as instructed through the returnable schedules and documents.
- 11.2 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.
- 11.3 Tenderers must complete the returnable schedules in type-written format and submit them in PDF and/or Excel compatible (.xls) (where indicated).
- 11.4 Tenderers must ensure that all returnable schedules, documents, and certificates are legible, current, legally compliant and valid.

## PART F: PRICING

### 12 PRICING INSTRUCTIONS

- 12.1 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 Annexure C: Pricing must be used to submit the applicable pricing as indicated in these Tender Documents.
- 12.2 Tenderers must show its pricing information using the pricing template contained in Annexure C: Pricing
- 12.3 Pricing must be submitted in editable and printable softcopy in both the original Excel compatible (.xls) and .pdf formats.
- 12.4 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.
- 12.5 Tenderers must carefully consider the provisions as set out in sections 12.6, and 12.7 when providing provisions.
- 12.6 Annexure F – the proposed order form must be completed and be in line with what was submitted in the pricing schedule.
- 12.7 **Annual Escalation Adjustments:**
- 12.7.1 The prices for the goods and/or services specified in Annexure A: Scope of Work will remain unchanged for the first 12 (twelve) months of the Contract. Thereafter, such amounts may be adjusted provided that the relevant supporting documentation is supplied in accordance with CPI on the first and each subsequent annual anniversary of the effective date (the successful service provider is required to give 1 (one) month's prior written notice of such adjustment). The prices for the goods and/or services must include VAT, all other taxes (insofar as they are applicable) and insurance as required.
- 12.7.2 **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

### 13 INSURANCE REQUIREMENTS

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

- 13.1.1 public liability; and/or
- 13.1.2 professional indemnity insurance; and/or
- 13.1.3 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
- 13.1.4 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.
- 13.2 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.

## PART H: THE CONTRACT

### 14 THE CONTRACT

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

Indicative Contract Dates:	01 February 2025 – 31 January 2028
Indicative Contract Duration:	3 years
Classification and Type of Contract:	Service Provider Agreement

- 14.2 Any award made as a result of this Tender process will be governed by the regents of the Contract.
- 14.3 In the event that a Contract has been included in the Tender Documents (see Annexure G: The 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:
- 14.3.1 Accept the deviations or exceptions; or
  - 14.3.2 Negotiate the deviations or exceptions; or
  - 14.3.3 Reject a proposal with deviations or exceptions deemed unacceptable by the University at its option and in the exercise of its sole discretion.
- 14.4 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.
- 14.5 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 14.3.
- 14.6 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.
- 14.7 Should final contract negotiations with the preferred Tenderer not be concluded within 8(eight) 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.