



UNIVERSITY OF THE
WITWATERSRAND,
JOHANNESBURG

PROCUREMENT DOCUMENT

REQUEST FOR PROPOSAL (RFP)

FOR

Wits Tender / 2021:11
PIMD - New Lifts Installation

Reference No.:	Wits Tender/2021:11	
Description:	New Lift Installation	
Issue Date:	26 April 2021	
Issued by:	PIMD	
Submission Date and Time:	Date: 25 May 2021	Time: 23:59 (Before Midnight)
Important Information:	Electronic Submission	

TABLE OF CONTENTS

1	TENDER OUTLINE.....	3
2	TENDER TIMELINE.....	5
3	INTENT TO SUBMIT A TENDER SUBMISSION AND COMPULSORY TENDERER REGISTRATION	5
4	UNIVERSITY CONTACT INFORMATION.....	5
5	DEVELOPING YOUR TENDER SUBMISSION.....	5
6	SUBMITTING YOUR TENDER SUBMISSION.....	6
7	EVALUATION METHODOLOGY.....	6
8	EVALUATION CRITERIA.....	7
9	SCOPE OF WORK	11
10	THE SUBMISSION OF RETURNABLE SCHEDULES & DOCUMENTS	11
11	PRICING INSTRUCTIONS	11
12	INSURANCE REQUIREMENTS.....	12
13	THE CONTRACT.....	13

ATTACHMENTS:

List of Annexures	Description of Annexures
Annexure A	Scope of Work
Annexure B	Returnable Schedules and Documents
Annexure C.1	Price Schedule for Braamfontein Lift A
Annexure C.2	Price Schedule for Braamfontein Lift B
Annexure C.3	Price Schedule for Med Centre
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 30000 students and approximately 6500 staff and is one of the biggest sources of skills in Africa.

1.2 Tender Background

The Property and Infrastructure Management Department (PIMD) of the University of the Witwatersrand, Johannesburg in collaboration with Purchasing Consortium of Southern Africa (PURCO SA) requests proposals from experienced and certified lift companies for the design, supply, delivery installation, testing, commissioning and maintenance of new lift installations.

1.3 Tender Description

The University's objective in entering into this contract with the Service provider is to enhance the lift performance by replacement of three lifts. Two passenger are lifts located in the student residence area, in Braamfontein Center and one goods lift in the Faculty of Health Sciences, Animal Unit Department. The intention is to replace the lift units with modern, more efficient and reliable.

1.4 Overview

The works, as detailed in the Specifications (Annexure A) include the design, supply, delivery installation, testing, commissioning and maintenance of the three lifts as tabled below:

Building	Braamfontein Centre Residence		Wits Medical School (Animal Unit)
Lift ID	A (01L3493)	B (01L3098)	M (JE6909)
Grouping	Simplex	Simplex	Simplex
Capacity (kg)	800	1000	1600
Car entrances	1	1	1
Fireman's level	Ground	Ground	Ground
Speed (m/s)	1.75	1.75	1.75
Landing opening	21	21	8

1.5 Procurement Strategy

- 1.5.1 The procurement strategy for this tender is to appoint one or more service provider(s).
- 1.5.2 The appointed service provider may sub-contract parts of the project to competent and capable sub-contractors. The appointed service provider must take full responsibility for all aspects of the solution / project.

1.6 Pre-qualification Criteria

- 1.6.1 Tenderers who have suitable experience and demonstrated capacity in the required work activities for new Lift Installation environment maybe eligible to partake in this Tender.
- 1.6.2 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.

1.6.3 It is compulsory that the Tenderer submit all of the information required in the Schedules below:

Procurement Eligibility/Mandatory Criteria	
Tenderers must:	
1	submit their registration of intent to tender by the date stipulated under section 2.
2	submit a signed submission by an authorised employee of the company (Annexure B- Schedule 1) .
3	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).
4	provide a valid, current tax clearance certificate, VAT certificate and tax pin for tenders issued by the South African Revenue Services.
5	submit audited company financial results for the immediately preceding 3 (three) financial years, prepared in accordance with International Financial Reporting Standards (IFRS) (Company Financial Results).
6	provide a letter of good standing from its bankers (*Note this is not Letter of Bank Confirmation).
7	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.
8	a valid B-BBEE Certificate (i.e. SANAS accredited/ Sworn Affidavit).
9	submit all required schedules, documents and annexures indicated in this documents.

Technical Eligibility/Mandatory Criteria	
Tenderers must	
10	submit OEM certification as the approved installer if not the OEM.
11	have a proven track record for at least three (3) years for the design, supply, delivery installation, testing, commissioning and maintenance of new lift installations.
12	provide proof of having an established existing local client base Gauteng region.
13	the Tenderer is to supply a minimum of three (3) recent acceptable references for the supply, delivery, installation and maintenance of new lift installation. References must be within the last 3 years. One of the references related to a single installation is at minimum R2,5 million Inc. VAT. At least one reference site must be must in Gauteng region of a similar size and scope of Wits University.
14	project technical lead must have at minimum have 3 years' experience managing similar projects and at minimum have a National Diploma qualification in electrical or mechanical engineering (NQF 6) or higher.
15	proof of Association with Metal & Engineering Industry Bargaining Council (MEIBC).
16	be a registered South African entity. The Tenderer must be a South African entity or have local presence within South Africa. Please provide proof of local presence.

- 1.6.1 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.
- 1.6.2 Tenderers who fail to provide the required schedules and documents will not have their Tender Submissions evaluated further.
- 1.6.3 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.

1.7 Tender Terms and Conditions

- 1.7.1 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>

- 1.7.2 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	25 April 2021
2	Publication of Tender available on the University's Procurement website	26 April 2021 (14:00)
3	Due date for Tenderer to submit its intention to respond – Compulsory registration closing date	29 April 2021
4	Non-Compulsory Site Inspection Session to be held as follows: Date and time: 4 May 2021 10:00 -12:00 Meeting point to the site inspection site, at 09h50 at the offices of Procurement Services, Facilities and Services Building, West Campus, Braamfontein, University of the Witwatersrand, Johannesburg (Tel 011 – 717 1510). The COVID and entrance to the University protocols will be emailed to the registered tenderers with the directions.	
5	Non-Compulsory Online Briefing Session to be held as follows: Date and time: 5 May 2021 10:00 -11:00 Microsoft Teams: The link to the session will be made available to all Tenderers that register their intent to submit a Tender Submission	
6	Submission Date and Time	25 May 2021 (23:59) before midnight
7	Proposed Presentation Dates and Times	22 June 2021 (TBC)

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

Prior to the submission of any returnable schedules, documents or other information as set out in the Tender Documents, the Tenderer **must** submit to Meshal Moonsamy at meshal.moonsamy@purcosa.co.za and copy Wits Tender Admin at admin.tenders@wits.ac.za (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. Note: the compulsory registration date 29 April 2021.

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 and to Meshal Moonsamy via e-mail: meshal.moonsamy@purcosa.co.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 and Meshal Moonsamy at meshal.moonsamy@purcosa.co.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. Queries should be by email to admin.tenders@wits.ac.za and to Meshal Moonsamy at meshal.moonsamy@purcosa.co.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: Price Schedules 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 For the avoidance of don't, please note that telegraphic, telephonic, telex, facsimile, physical submissions and late submissions will not be accepted by the University.

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

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

7.2.2 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.

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

7.2.4 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.

7.2.5 Tenderers are urged to study the information provided in detail before responding to the Tender. It is of utmost importance that 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 Tenders. Preferences are offered to Tenderers that are Broad-Based Black Empowerment Contributors.

8 EVALUATION CRITERIA

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

8.1.1 The University has a defined minimum pre-qualification listed in the table under section 1.6 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 1.6 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 units within a group.

8.2 Stage 2: Functional including Technical Evaluation

8.2.1 In this stage, the Tenderer must score a minimum of 75% in order to move on to the next stage of evaluation as per the pre-qualification requirement.

No	FUNCTIONALITY CRITERIA		Maximum Points
1	Provide evidence of installing and maintaining relevant and similar projects in size, cost and scope	<ul style="list-style-type: none"> Provide three (3) acceptable references of similar work (NEW LIFTS) and project size that were done in the past three (3) years. It is preferred that one of the references related to a single installation is at minimum R2,5 million incl. VAT. References that exceed this value for single installations will result in additional points. References will be assessed for acceptability. 	20
2	Relevant Organisational Experience / Track record in the industry	<ul style="list-style-type: none"> Provide evidence of years of experience in Lift Industry (a detailed company profile relevant to the lift industry must be attached). 	15
3	Quality Management System or ISO 9001 or 9002 accreditation	<ul style="list-style-type: none"> Proof of ISO 9001 or 9002 Certificate or similar Quality Management System applicable to the operating entity that will perform this installation. 	2.5
4	Environmental Management System or ISO 14000	<ul style="list-style-type: none"> Provide a sample of an existing standing operating manual on environmental management or ISO 14000 certification or similar Quality Management System applicable to the operating entity that will perform this installation. 	2.5
5.1	Experience of Project Lead	<ul style="list-style-type: none"> The Project Lead should at minimum have 3 years' experience managing similar projects and a National Diploma qualification. Additional points will be allocated for additional years of relevant experience and evidence of a BEng or BTech and a Professional registration with a Mechanical or Electrical professional body. Provide details related to this in the CV of the proposed individual and include supporting credentials (diploma/degree/registrations/trade or other certifications) and details of lift projects that were managed etc. Attach summarised CV's, years of relevant experience and relevant certs 	15
5.2	Experience of Technical Team	<ul style="list-style-type: none"> Project Team. Indicate the size and detail of the proposed technical team including their roles. It is expected that at least minimum 4 resources will be allocated to this projected. Provide summary CV information of the proposed team including their relevant years of experience and qualifications in the lift industry/installation services. The team structure will be assessed in terms of competency and feasibility/appropriateness. Attach summarised CV's, years of relevant experience and relevant certs 	15

No	FUNCTIONALITY CRITERIA		Maximum Points
6	Work Plan / Implementation Project Plan/ Project Milestone including the Project Management Charter	<ul style="list-style-type: none"> • Provide the work plan/implementation plan for each lift requirements: <ul style="list-style-type: none"> ○ Include all Project requirements and the proposed tasks, services, activities, project milestones, timelines (full schedule include dates), project team and state responsibility of each, institutional assistance to complete project etc. necessary to accomplish the scope of the Project defined in this RFP. ○ This section of the technical proposal must contain sufficient detail to convey to members of the evaluation team the Lift installation specialist's knowledge of the subject matter and skills necessary to successfully complete the Project, and to do so in a time and resource efficient manner. Include any required involvement of University staff. ○ The Lift installation specialist may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation. ○ The Lift installation specialist must ensure that this section contains sufficient detail indicating that all requirements listed in this RFP will be met. 	15
7	Proposed Warranty/ Guarantee	The Tenderer must provide a completed minimum equipment warranty schedule.	15
TOTAL POINTS FOR FUNCTIONALITY			100

8.3 Stage 3: Online Presentations

8.3.1 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.

8.3.2 Presentations:

8.3.2.1 The University may require short-listed Tenderers to make presentations to the University's evaluation team on the date and at the place in section 2.1.

8.3.2.2 Presentations are designed to give Tenderers the opportunity to present their solution and various aspects as identified by the University. A question-and-answer session is part of the presentation phase. A threshold of 75% will apply to the presentation phase.

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

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

8.4.2 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.	20%
Functionality	Technical evaluation including tenderer track record and their client references	15%
Presentation	Presentations on tenderer submissions	5%
Total		100%

8.4.3 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.

8.5 Price Points Calculation

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

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

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.

8.6 Other Information

- 8.6.1 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.
- 8.6.2 The University may elect to conduct a due diligence investigation on any Tenderer which may include but not limited:
 - 8.6.2.1 Interviewing the Director/Manager of any Tenderer;
 - 8.6.2.2 Interviewing client references;
 - 8.6.2.3 Conducting on-site inspections and/or investigations (if not done so already);



- 8.6.2.4 Tenderers maybe requested to provide access to information.
- 8.6.3 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.
- 8.6.4

PART D: SCOPE OF WORK

9 SCOPE OF WORK

- 9.1 The detailed scope of worked is attached to the Tender Documents and marked as Annexure A: Scope of Work.
- 9.2 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: Scope of Work.
- 9.3 **Note:** The University will not accept any variation to Annexure A: Scope of Work (which may include but not be limited to the products, services, and service levels).

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 Annexure C1; C2 & C3: Price Schedules 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 C1; C2 & C3: Price Schedules
- 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 components that will deliver 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 120 (one hundred and twenty) 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 C1; C2 & C3: Price Schedules. 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 Annexure A: Scope of Work.
- 11.7 **Annual Escalation Adjustments:**
- 11.7.1 The prices for the goods and/or services specified in Annexure A: Scope of Work for local services or goods procured locally 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 (as far as they are applicable) and insurance as required.
- 11.8 **Exchange Rate Fluctuations:**
- 11.8.1 Tenderers agree that any escalation ROE must be discussed and agreed with the University's duly representative in writing at the time of when the Contract is awarded. The University reserves the right to refuse any ROE fluctuations.
- 11.9 **Cost Savings:**
- 11.9.1 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: Annexure C1; C2 & C3: Price Schedules and/or in a separate information schedule.
- 11.10 **PURCO Rebate:**
- 11.10.1 The successful Tenderer agrees that it will provide for a 2% (two percent) service fee which is calculated on the total value of each monthly invoice issued by the successful Tenderer to the University for the provision of the services (including any additional services and or goods).
- 11.10.2 The successful Tenderer agrees that it will send copies of its monthly invoice and statement to both PURCO SA and the University. Upon receipt of the successful tenderer's invoice, PURCO SA will invoice the successful tenderer the 2% (two percent) service fee which is payable to PURCO SA by the successful tenderer within 30 (thirty) days of PURCO SA's invoice date.

PART G: INSURANCE

12 INSURANCE REQUIREMENTS

- 12.1 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:
- 12.1.1 public liability; and/or
- 12.1.2 professional indemnity insurance; and/or
- 12.1.3 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
- 12.1.4 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.
- 12.2 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

13 THE CONTRACT

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

Indicative Contract Dates:	01 September 2021
Indicative Contract Duration:	36 (thirty-six) months
Classification and Type of Contract:	Supply, install, commission, maintain and support
Type of Insurance Required:	The successful tenderer must at all times while this Contract is in force maintain insurance cover satisfactory to the University's insurance brokers, including professional indemnity, commercial liability and public liability insurance which adequately insures against all the liabilities imposed by this Contract and under the law.
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:	<p>Provided that the University is satisfied that the successful tenderer has:</p> <ul style="list-style-type: none"> 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; <p>the University may consider the following payment terms which is only in related to the project implementation phase of the Contract:</p> <ul style="list-style-type: none"> • 50% (fifty percent) upon delivery to the University; • 25% (twenty-five) inspection, authorisation, training of staff, and University acceptance that the equipment is properly installed at the University's premises; • 25% on final commissioning i.e. and is demonstrably functional according to the original equipment manufacturers ("OEM") specifications.

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.



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- 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.