



UNIVERSITY OF THE
WITWATERSRAND,
JOHANNESBURG



PROCUREMENT DOCUMENT

REQUEST FOR PROPOSAL (RFP)

FOR

WITS RFP/2020: 17 - MANAGED PRINT SERVICE SOLUTION

Reference No.:	Wits Tender/2020:17	
Description:	MANAGED PRINT SOLUTION	
Issue Date:	2 November 2020	
Issued by:	ICT	
Submission Date and Time:	Date: 26 November 2020	Time:23:59 (Midnight)
Important Information:	Electronic Submission	

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ATTACHMENTS:

List of Annexures	Description of Annexures
Annexure A	Scope of Work
Annexure B	Returnable Schedules and Documents
Annexure C	Pricing Schedule
Annexure D	Draft Contract (To be emailed to the registered email group)



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 ICT Department of the University of the Witwatersrand, Johannesburg in collaboration with Purchasing Consortium of Southern Africa (PURCO SA) requires a fully outsourced managed print service solution for all the Facilities at the campuses and sites of the University. Tenderers to propose a solution for office automation printing and related services on a pay-as-you-use model (i.e. usage based on cost per page). The pricing model must be for a period of 60 months. The pay-as-you-use pricing model must include paper, toners, supply and servicing of multi-function printing devices (MFPD's), drums, parts, labour, setup/installation and configuration cost, software (including modification and integration), travel costs, project management costs, change management costs, training costs, management reporting costs and costs associated with technicians and paper runners on site.

1.3 Tender Description

The service to be rendered consists of the provision of multi-function printing devices (MFPD's) within easy accessible areas within the University at a predetermined price.

The successful tenderer (the Contractor) will supply networked multi-function printing devices that provide printing, faxing, scanning and copying services to staff, students and University visitors. The Contractor will retain ownership of the equipment and will manage the services at all sites within the University. This is a competitive tender process.

1.4 Overview of the University Current Managed Print Solution

- 1.4.1 Wits University is currently using the Managed Printing Solution, with central print servers controlling over 600 printers on the network. The devices are configured in both Student and Staff Domains.
- 1.4.2 Students and Staff are on different Domains and are currently running on different solutions. Students print only on student devices and Staff can only print on Staff Printers.
- 1.4.3 Students are billed using Kudu-bucks. Kudu Bucks is a form of Wits currency which can only be loaded onto student cards via designated terminals on the campus.
- 1.4.4 Staff is billed monthly and recoverable from cost centres
- 1.4.5 The current contractual agreement has +600 printing devices that are centrally managed within ICT's data centre. The number is inclusive of desktop printers but excludes the total number of Plotters (estimated at + 20 devices) and high volume printers (estimated at + 30) around all campuses, which the solution should also cater for. These devices are across all business units within the university which covers hospitals and remote sites. These devices are situated at these locations.
 - 1.4.5.1 Braamfontein Campuses (50%)
 - 1.4.5.2 Parktown Campuses (30%)
 - 1.4.5.3 Hospitals (10%)
 - 1.4.5.4 Residences (7%)
 - 1.4.5.5 Nelspruit Campuses (3%)
- 1.4.6 Wits have about +300 building across all campuses

1.4.7 The Indicative Print Volumes below is based on 2019 volumes and is in no way a guarantee or confirmation of minimum volumes for a future period. The University cannot guarantee minimum volumes..

Description	Size	Estimated Volumes
Mono (Black & White) Desktop Printers	A 4	3,868,812
Mono (Black & White) MFP Printers	A 4	42,002,324
Mono (Black & White)	A3	498,645
Colour Desktop	A4	326,190
Colour MFP	A4	18,551,159
Colour	A3	157,675
Total Print Volumes		65,404,805

1.5 Procurement Strategy

1.5.1 The procurement strategy for this tender is to appoint a single service provider to manage the print environment of the University for both students and staff.

1.6 Pre-qualification Criteria

1.6.1 Tenderers who have suitable experience and demonstrated capacity in the required work activities in Print Management Service Solution 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 Criteria	
1	Submit a signed submission by an authorized employee of the company
2	Company Financial Results: Submit audited company financial results for the immediately preceding 3 financial years, prepared in accordance with International Financial Reporting Standards (IFRS)
3	Submit South African registration documents if a registered company. Only South African entities are eligible to participate. (CIPC registration & directors, VAT registration, Memorandum of Association, Certificate of Incorporation)
4	Provide a current tax clearance certificate , VAT certificate and tax pin for tenders issued by the South African Revenue Services
5	Provide a Letter of Good Standing from its bankers (*Note this is not Letter of Bank Confirmation)
6	Submit all required schedules, documents and annexures indicated in this documents.

Technical Eligibility Criteria

7.	Proof from Original Equipment Manufacturer (OEM) and Reseller and Support Accreditation if the respondent is not the OEM. Respondent to supply partner status if not OEM. *Only top tier partner status will be preferred.
8.	The tenderer must have a track record for at least 3 (three) years for installation, commissioned, maintenance & support of a Managed Print Solution.
9.	Provide at minimum three recent acceptable references where a similar scale and complexity for a MPS Solution were provided. At least one client reference must not be older than three (3) years. Reference should indicate where the tenderer supplied the equipment and provided support thereof to their Client. One reference must be in the Gauteng region and must include a SLA. Provide evidence by a means of at minimum one reference where tenderer have deployed a minimum of 200 MPS devices at a single client. One reference of a client where deployment of multiple & complex site. References will be confirmed and assessed in terms of acceptability.
10.	Have an established existing local client base. Provide a list of the top 3 MPS clients in Gauteng.
11.	Provide proof distribution/ technical hub and presence in the Gauteng region. (within 100km radius from WITS)
12.	Key Account Manager must have a track record for at least 5 (five) years in implementing the products that are being recommended. This track record must include the certification for sales and support of the relevant MPS as per the scope requirements. (OEM specific Certs/ Accreditation where applicable)
13.	Tenderer should have access to expert technical resources during implementation and contract period. Technical Team Lead must have a track record for at least 5 (five) years in MPS solution and have relevant certifications/accreditations. (OEM specific Certs/ Accreditation where applicable)
14.	Complete Schedule 4 -Technical Compliance. Tenderers must score a minimum of 80% for the compliance schedule and must meet all the mandatory criteria requirements in the technical compliance schedule.
15.	Be a registered South African entity
16.	Must have a B-BBEE level certification of 1 to 4.

- 1.6.4 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.
- 1.6.5 Tenderers who fail to provide the required schedules and documents will not have their Tender Submissions evaluated further.
- 1.6.6 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	1 November 2020
2.	Publication of Tender available on the University's Procurement website	3 November 2020 (14:00)
3.	Due date for Tenderer to submit its intention to respond – Compulsory registration closing date	6 November 2020
4.	Non-Compulsory Online Briefing Session to be held as follows: Date and time: 10 November 2020 13:00 -14:00 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	26 November 2020 (23:59) midnight
7.	Proposed Presentation Date and Time	27 January 2021
8.	Proposed Site Visit (Client Reference Site) Date and Time	8 February 2021

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 has been extended by 1(one) day to the 6th November 2020, due to website publishing date adjustment.

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: Pricing and Schedule 4: Compliance Schedule 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, e-mail, 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 The Tenderer's commitment to staff development and economic empowerment;
- 7.1.8 Accuracy and presentation of the calculations which much 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.
- 7.2 **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 as indicated in these Tender Documents.
- 7.2.5 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.
- 7.2.6 The University may enforce whatever measures it considers necessary to ensure the confidentiality and integrity of the contents of the Tender.
- 7.2.7 The University will evaluate the proposals with reference to the University's set and approved evaluation criteria as indicated in these Tender Documents.
- 7.2.8 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 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 get a minimum of **80%**, 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:

Functionality Criteria	Weights
1. Track Record and Experience	Maximum 10 Points
1.1. Provide at minimum three recent acceptable references where a similar scale and complexity for a MPS Solution were provided. At least one client reference must not be older than three (3) years. One reference must be in the Gauteng region and must include a SLA. Provide evidence by a means of at minimum one reference where tenderer have deployed a minimum of 400 MPS devices at a single client. One reference of a client where deployment of multiple & complex site. References will be confirmed and assessed in terms of acceptability. = 5 points	5
1.2. Provide at minimum three recent acceptable references where a similar scale and complexity for a MPS Solution were provided. At least one client reference must not be older than three (3) years. One reference must be in the Gauteng region and must include a SLA. One reference must be in the Gauteng region and must include a SLA. Provide evidence by a means of at minimum one reference where tenderer have deployed a minimum of 200 MPS devices at a single client. Reference should indicate where the tenderer supplied the equipment and provided support thereof to their Client. References will be confirmed and assessed in terms of acceptability. = 4 points.	
1.3. Tenderer provide company profile indicating the track record for MPS 1.3.1. > 3years to 5years =4 1.3.2. > 5years = 5	5
2. Comprehensive Project Plan for this particular WITS Tender	Maximum 10 Points
2.1. Tenderer to provide a project plan that is inclusive of implementation, installation and commissioning of devices from date of award. 2.2. Proposed date of Award 1 March 2021 and 3-month window period for installation and commissioning (July 2021 -September 2021). 2.3. The proposed plan should include 700 devices across the multiple sites & campuses including 5 teaching hospitals. 2.4. Key milestones, timelines, completeness and comprehensive will be assessed.	10
3. Device (Road Map)	Maximum 5 Points
3.1. Is this a current model in your product range? (The product launch must not be older than 5 years)	5
4. Tenderers Service and Support Centre	Maximum 3 Points
4.1. Service & Operating Centre located in Gauteng Province (within 100km radius from WITS)	3
5. Access to skills/competency of technical lead resource for the WITS contract	Maximum 5 Points
Attach CV with relevant qualifications, including OEM certification for repairing equipment's and access to resources for technical lead resource(s)	5
5.1. ≥ five (5) years' relevant experience	
5.2. ≤five (5) years 'relevant experience	
6. Onsite support model	Maximum 10 Points
6.1. Provide organogram and summary of the skill sets and competency of the proposed staff. 6.2. The onsite technician must have at minimum 1-year experience in MPS environment.	10

6.3. Key account manager must have at minimum 2 yrs. of relevant/, preferably sales and technical experience & certs in the MPS industry.	
7. Access to Support and After Hour Service	Maximum 10 Points
7.1. Provide afterhours plan & protocol in an event of emergency request. Tenderer's Operational Service Desk- 24/7	5
7.2. Provide your processes in line with ITIL requirements for incident management, services level, change & problem management	5
8. Risk/Assumptions/Dependencies/Exclusions (RADE)	Maximum 3 Points
8.1. The Services Provider to highlight RADE in the implementation, deployment, support & maintenance phases.	3
8.2. How are they going to mitigate it ?	
9. Managing Print Operations	Maximum 11 Points
9.1. The tenderer must provide a comprehensive Print/ User or Technical Policy (suitable for a University)	3
9.2. The tenderer must provide a solution that allows and support Digitisation (e.g. seamless scanning to cloud)	3
9.3. The tenderer must provide evidence of cost savings (through MPS)	5
10. Environmental	Maximum Points
10.1. Attach device enviro-friendly features for:	8
10.2. Warm up time from totally off and sleep mode	
10.3. Power consumption running	
10.4. Power consumption stand by and sleep (Watts)	
10.5. Energy star compliance	
Total Points for Functionality	Total Points 75

8.3 Stage 3: Presentation, Site Visits, Demonstrations, or other due diligences

- 8.3.1 This phase of assessment is the final 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 University the 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 have a question and answer clarifying session.

8.4 **Stage 4: 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:

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 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%
Consideration of Previous Stages	Functionality (15%), Presentation and/or Site visits(5%)	20%
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 oral 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 The University's tender evaluation committee members will select a preferred Tenderer considering the risks and the evaluation criteria set out in this Part C: The Evaluation Process including the applicable University policies and procedures (where applicable) as a guideline.
- 8.6.4 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.
- 8.6.5 The detailed evaluation results and Tenderer ratings will not be published or made available to anyone.

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 is not 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 C: Pricing 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: Pricing
- 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 Tenderers must carefully consider the provisions as set out in sections 11.6, 11.7, and 11.8 when providing provisions
- 11.6 **Annual Escalation Adjustments:**
- 11.6.1 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.

11.7 Exchange Rate Fluctuations:

11.7.1 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.

11.8 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. Alternative cost reduction methods must be included in a separate spread sheet in Annexure C: Pricing.

11.9 PURCO Rebate:

11.9.1 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).

11.9.2 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:	Start Date 1 st July 2021– End Date 1 st July 2026
Indicative Contract Duration:	5 years
Classification and Type of Contract:	Supply, install, commission, maintain and support
Type of Insurance Required:	Commercial liability and Professional Indemnity
Penalties:	Please refer to Annexure A : Scope of Work
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.

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

13.3 In the event that a Contract has been included in the Tender Documents (see Annexure D: Draft Contract) and if a Tenderer takes exception or wishes to propose a deviation to any term or condition in the Contract, it must be done clearly and conspicuously by referencing the specific clause number or the term or condition and by describing the exception or deviation in the Annexure B under the Contract Deviation Schedule. If a Tenderer does not clearly and conspicuously take an exception or propose a deviation to a specific term or condition, the Tenderer shall be bound by such term or condition in the event the award is made to it. The University reserves the right to in each instance to:

13.3.1 Accept the deviations or exceptions; or

13.3.2 Negotiate the deviations or exceptions; or

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

13.4 The rejection or amendment by the Tenderer of any terms and conditions contained in the Contract may increase the risk to the University and will thus be taken into consideration when assessing the Tenderer's Tender Submission.

13.5 Tenderers should not provide or include their own contract, service level agreement or '*reserve the right to negotiate if the Tenderer is selected as the preferred service provider*' statement (the University will not consider this type of documentation). Tenderers must ensure that they follow the protocol as set out in section 13.3.

13.6 The Tender awarded will be conditional and subject to successful negotiations and signing of a written contract, failing which the University reserves the right to withdraw the Tender and to award another Tenderer without the need to repeat the same Tender process.

13.7 Should final contract negotiations with the preferred Tenderer not be concluded within 3 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.