



UNIVERSITY OF THE
WITWATERSRAND,
JOHANNESBURG

PROCUREMENT DOCUMENT

FOR

RFP – ICT CISCO PANEL OF PROVIDERS

| | | |
|----------------------------------|------------------------------------|-------------------------------|
| Reference No.: | Wits Tender 2022: 1 | |
| Description: | ICT Cisco panel of providers. | |
| Issue Date: | 13 March 2022 | |
| Issued by: | ICT infrastructure | |
| Submission Date and Time: | Date: 07 April 2022 | Time: 23h59 (Before Midnight) |
| Important Information: | Non-Compulsory Briefing Session | Date: 23 March 2022 @ 14h00 |

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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 ICT infrastructure department, invites Tenderers to establish a Cisco panel of providers as described in the Annexure A: Scope of Work). This is to strengthen the capacity of ICT department to deliver strategic initiatives for the University.

1.3 Tender Description

1.3.1 The primary operational objective is to appoint a reputable panel of providers to provide the specified requirements, as described in the Annexure A: Scope of Work.

1.4 Procurement Strategy

1.4.1 The University may appoint a panel of providers (the work will be awarded based on a request for quote). The University will consider the submissions, delivery timeframes, price and B-BEE to select the provider(s). Therefore, the University does not agree to use a successful service provider exclusively, nor does the University agree to offer any minimum amount of work to the successful service provider.

1.4.2 The intention is to shortlist to a panel of not more than four (4) service providers and to select one of the shortlisted providers for maintenance of the networking infrastructure.

1.5 Pre-qualification Criteria

1.5.1 Tenderers who have suitable experience and demonstrated capacity in the required work activities in Cisco supply, maintenance, implementation and Support maybe eligible to partake in this Tender.

1.5.2 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. | provides Schedule 1: Signed Submission which has be signed by a duly authorised representative |
| 2. | provides proof of your legal entity's registration documentation (e.g. CIPC) indicating date of registration/incorporation, list of directors, partners, and members |
| 3. | provides proof of proof of valid SARS Tax Pin |
| 4. | if applicable, provide VAT Registration Certificate |
| 5. | provide audited company financial statements for the past 3 (three) years |
| 6. | provides proof of bank confirmation letter and/or letter of good standing. The letter should include: <ul style="list-style-type: none"> • The Tenderer's bank account name and number; • A statement that engagements and accounts with the bank have always been properly and satisfactorily conducted; and • The Tenderer has access to lines of credit with the bank, they have the resources to meet their commitments, and that the bank considers the Tenderer a counterparty of good risk and good for business. |
| 7. | must be a South African entity with Cisco technical expertise in wireless, wired, security and load balancing and have an office located in the Gauteng region that includes the technical team. |
| No. | Functionality (including Technical) Mandatory Criteria |
| | It is compulsory that the Tenderer: |

| | |
|-----|--|
| 8. | Track record: Tenderer must have a proven track record for supplying, installing and maintaining the full network which includes the following: the Cisco wired network, Cisco wireless Network and Network monitoring and Cisco security component at the scale indicated below: a) Cisco wired network(Min: 300 switches): At minimum 5 Years' experience in installation and maintenance AND b) Cisco wireless Network(Min:300 APs): At minimum 3 Years' experience AND c) Cisco Security Components- (Cisco security component; including but not limited to the following: ISE, WSA, ESA & ASA): At minimum 3 Years' experience. Include details related to your latest installations and indicate your earliest installation (preceding the five years) to help us determine if you qualify for the minimum track record as per above. Indicate your number of years' experience with respect to each of the four network areas above. Provide in Schedule 4A the detailed track record of client installations related to the above four components including the client name, time period of the installation and a description for the installation, and the scale of installation (e.g. number of switches, number of APs etc.) |
| 9. | must be currently certified by Cisco as a gold partner and have that status for a minimum of three (3) years. |
| | must provide reference details as per Schedule 5 in Annexure B for criteria 10 to 12 Additional references will impact on your scoring. References will be confirmed and/or assessed for acceptability. Reference must be recent and within the last five (5) years. Wits references will not be accepted for this Tender. |
| 10. | At minimum, the Tenderer must provide 1 (one) relevant acceptable reference where the following requirements were included at one client implementation project: the full network implementation and maintenance Cisco secured network which include the following Cisco wired network, Cisco wireless Network and Cisco security component. |
| 11. | At minimum the Tenderer must provide 3 (three) local relevant acceptable reference where you have implemented a Cisco secured wired network at least one reference has a minimum of 300 switches. |
| 12. | At minimum, the Tenderer must provide 3 (three) local relevant acceptable reference where you have implemented a Cisco secured wireless Network where at least one reference has a minimum of 300 Access Points (APs). |
| 13. | provides pricing as per Annexure C. |

- 1.5.3 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.
- 1.5.4 Tenderers who fail to provide the required schedules and documents will not have their Tender Submissions evaluated further.
- 1.5.5 Despite the above, the University reserves the right to request 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 is insufficient, is not supplied, is unsuitable or does not provide adequate detail.

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 March 2022 |

| | | |
|----|--|---|
| 2. | Publication of Tender available on the University's Procurement website | 14 March 2022 |
| 3. | Due date for Tenderer to submit its intention to respond – COMPULSORY REGISTRATION | 22 March 2022 |
| 4. | Non-Compulsory visit to the University Site(s) Briefing session to registered tenderers Online/Digital Date and time: 23 March 2022 14h00 The link to the session will be made available to all Tenderers that register their intent to submit a Tender Submission | |
| 5. | Submission Date and Time | 07 April 2022 23h59 (Before Midnight) |
| 6. | Presentation Date and Time | May 2022 (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 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 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 Nkhumeleni Nethavhani (**Procurement Representative**) via e-mail: nkhumeleni.nethavhani@wits.ac.za

4 DEVELOPING YOUR TENDER SUBMISSION

- 4.1 The Tender Documents set out the step-by-step process and conditions that apply.
- 4.2 Tenderers should take time to read and understand the Tender Documents, in particular:
- 4.2.1 the Tender Terms & Conditions;
- 4.2.2 the Tender Submission protocol (please refer to section 5);
- 4.2.3 develop a strong understanding of the University's Scope of Work detailed Annexure A;
- 4.2.4 in structuring your Tender Submission consider how it will be evaluated, Part C: The Evaluation Process of this document describes the evaluation approach;
- 4.2.5 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.
- 4.3 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 Nkhumeleni Nethavhani at nkhumeleni.nethavhani@wits.ac.za and have the same rectified.
- 4.4 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 nkhumeleni.nethavhani@wits.ac.za Please note that additional information supplied to any one Tenderer may also be provided to other Tenderers via e-mail.
- 4.5 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.

5 SUBMITTING YOUR TENDER SUBMISSION

- 5.1 The mode of delivery for submission is set out below and will apply to this Tender:

5.2 **Electronic Submissions:**

5.2.1 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>

5.2.2 Tenderers must submit Annexure C: Pricing in an editable xls - Microsoft Excel file and a .pdf - PDF file.

5.3 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.

5.4 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

6 EVALUATION METHODOLOGY

6.1 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:

6.1.1 The financial offer;

6.1.2 The Tenderer's ability to match service requirements as set out in Annexure A: Scope of Work and adequate client liaison;

6.1.3 The type of organisation and the number of years in operation in the industry;

6.1.4 The track record and experience of the Tenderer;

6.1.5 The Tenderer's contactable client references;

6.1.6 The competence of the proposed management, project managers and staff of the Tenderer;

6.1.7 The Tenderer's commitment to staff development and economic empowerment;

6.1.8 The Tenderer's commitment to employment equity plans drawn up in this regard;

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

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

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

6.2 **Evaluation Procedure:**

6.2.1 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.

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

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

7 EVALUATION CRITERIA

7.1 **Stage 1: Pre-qualification Stage (Procurement Mandatory Criteria & Functionality Criteria)**

7.1.1 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.

7.1.2 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.

7.1.3 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;

7.1.4 Tenderers that do not meet the pre-qualification criteria may not advance to the next stage of evaluation.

7.1.5 Please note that no points are allocated at this stage.

Note: Documents submitted in support of this Tender must be documents of the Tenderer's entity. It is not permitted that documents submitted pertain to different companies or business units within a group.

7.2 Stage 2: Functional including Technical Evaluation

7.2.1 In this stage, the Tenderer must get a minimum of **80%**, in order to move on to the next stage of evaluation. The top seven (7) Tenderers that meet this threshold will be invited to the next stage.

7.2.2 The evaluation of the Functionality Criteria of the Tender Submission will be based on the following criteria which tenderers should provide supporting information for:

| No. | Criteria | Proof and Documents Required | Max Points |
|-----|--------------|--|------------|
| 1. | Track record | <p>Years of experience - Indicate your Years of experience related to the following services and substantiate with a reference and description of services provided. Reference information should detail the period related to when the services were provided, and describe the services, and provide contact information related to the client. You may submit more than one reference to substantiate your years of experience for the categories below. Additional years of experience above the required minimum illustrated in the prequalification phase, will result in higher point scoring. Complete Schedule 4A.</p> <p>1a: Cisco Wired 1b: Cisco Wireless 1c: Cisco Security</p> <p>Provide the above information in Schedule 4A</p> | 10% |
| 2. | References | <p>2a) At minimum, the Tenderer must provide 1 (one) relevant acceptable reference where the following requirements were included at one client implementation project: the full network implementation and maintenance Cisco secured network which include the following Cisco wired network, Cisco wireless Network, and monitoring. More relevant experience will be advantageous.</p> <p>2b) At minimum, the Tenderer must provide 3 (Three) relevant acceptable reference where you have implemented a Cisco secured wired network at least one reference have a minimum of 300 switches. Endpoint count should be approximately 50 000. Clustered ISE and Firewalls, ESA and WSA setup More relevant experience will be advantageous</p> <p>2c) At minimum, the Tenderer must provide 1 (one) relevant acceptable reference where you have implemented a Cisco secured wireless Network where at least one reference has a minimum of 300 Access Points (APs). More relevant experience will be advantageous</p> <p>Provide the above information in Schedule 4B</p> | 15% |

| | | | |
|----|---|--|-----|
| 3. | Cisco Qualified resources with minimum 3 (Three) years related/relevant experience; Provide all copies of valid certificates and CVs that show relevant experience. More experience will be advantageous. | <p>3a) CCNP (Wired, Wireless, Datacentre and Unified Communication) access to CCIE for escalation; Minimum of 3 CCNP certified personnel with 3 years related/relevant experience. At least 2 of the 3 must be CCNP wired</p> <p>3b) CCNP (Security) access to CCIE for escalation; Minimum of 1 CCNP certified personnel with 3 years related/relevant experience.</p> <p>3c) CCIE - 3 years experience, type of implementation, Support/consultation clients, number of nodes they have supported(group them by type)</p> <p>Provide the above information in Schedule 4C</p> | 20% |
| 4. | <p>Maintenance and support</p> <p>High priority calls (P1) must be attended to by within 30 minutes after the call is logged and should be resolved in 4 hours on any day of the week. In addition, an hourly update is required to monitor progress. Standard calls must be attended to within 30 to 60 minutes after the call is logged and should be resolved in 24 hours. If there are holidays then the next business day; Assumption is Cisco Certified expert (CCNP with access to CCIE DC, Enterprise, Security etc.) will be available to attend to call within specified timelines.</p> | <p>4a) Incident: Provide a step by step process for incident resolution: start from call logging process, response time and type, assignment to technical personnel (include professional levels), resolution time, Sign-off and reporting (format of the report); include estimated time for each incident level. Refer to the Annexure A (Scope of Work: section 7) for expected service level response time</p> <p>i) P1 escalations incident processes for the following scenarios:</p> <ul style="list-style-type: none"> • An incident that may be resolved remotely (not from the University Campus/s). • An incident that may need an engineer to be onsite to resolve (the University Campus/s) <p>ii) Standard incident processes for the following scenarios:</p> <ul style="list-style-type: none"> • An incident that may be resolved remotely (not from the University Campus/s). • An incident that may need an engineer to be onsite to resolve (the University). <p>4b) RMA: Provide a step by step process for Return Material Authorization (RMA) for whole equipment and components: start from call logging process, response time and type, assignment to technical personnel (include professional levels), Replacement of the faulty equipment (required details), turnaround time, Sign-off and Return of faulty equipment to the OEM (Required details); include estimated time for each incident level. Refer to the Annexure A (Scope of Work: section 7) for equipment delivery process.</p> <p>4b) The Return Material Authorization (RMA) processes for the following scenarios:</p> <p>i) Mission critical and Data Center hardware, this equipment includes but not limited to the below (incl. SUP Module, Blades, Power supplies, Fan, etc.)</p> <ul style="list-style-type: none"> Nexus Hardware chassis switches Nexus Switch Hardware components (SUP module) Nexus Hardware 100Gbps blades Nexus Hardware Data Centre (stand alone) switches <p>ii) Access hardware, this equipment includes but not limited to the below (incl. Fibre Module, Power supplies, Fan, etc.)</p> <ul style="list-style-type: none"> Switch Switch Hardware components Aironet Access Point: Indoor Aironet Access Point: Outdoor Aironet Access Point: Point to Point <p>iii) Wireless Controllers (incl. Fibre Module, Power supplies, Fan, etc.)</p> | 20% |
| | | | 25% |

| | | | |
|------------------|---|--|-------------|
| | | <p>iv) Unified Computing System (UCS)</p> <p>v) Security devices: ISE servers Firewalls Mail Gateways Load balancers Proxies</p> <p>Provide the above information in Schedule 4D</p> | |
| 5. | <p>Risks, Assumptions, Exclusions and Dependencies Backup and contingency plans should be included. At minimum consider global, local, higher education challenges and your business and sector challenges.</p> | <p>5a) Risks and Dependencies Backup and contingency plans should be included</p> <p>5b) Assumptions Provide the above information in Schedule 4E</p> | 10% |
| Total | | | 100% |
| Threshold | | | 80% |

7.3 Stage 3: Presentation.

7.3.1 This phase of assessment is the third stage in the evaluation process and only successful Tenders that have met the minimum requirements in the technical/functionality stage will be considered.

7.3.2 Presentations:

7.3.2.1 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.

7.3.2.2 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 80% will apply to the presentation phase. Client Site visits may be required as part of the process.

7.4 Stage 4: Price, Preference (B-BBEE) Evaluation and where applicable Consideration of Previous Stages

7.4.1 Tenderers who scored a minimum of 80 points in stage 3 will be considered for stage 4 (final stage).

7.4.2 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. Note the B-BBEE score will consider the certification level (10%) and whether the tenderer is 51% or more black ownership (10%) | 20% |
| Functionality | | 10% |
| Presentation | | 10% |
| Total | | 100% |

7.4.3 B-BBEE Score Card

| B-BBEE Status Level Contributor | Number of Points (10% B-BBEE) |
|---------------------------------|----------------------------------|
| 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 | 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.

7.5 Price Points Calculation

A maximum of 60 = X 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.

7.6 Other Information

- 7.6.1 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.
- 7.6.2 The detailed evaluation results and Tenderer ratings will not be published or made available to anyone.

PART D: SCOPE OF WORK

8 SCOPE OF WORK

- 8.1 The detailed scope of worked is attached to the Tender Documents and marked as Annexure A: Scope of Work.
- 8.2 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.
- 8.3 **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

9 THE SUBMISSION OF RETURNABLE SCHEDULES & DOCUMENTS

- 9.1 The Tender Submission will be evaluated based on the information submitted as instructed through the returnable schedules and documents.
- 9.2 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.
- 9.3 Tenderers must complete the returnable schedules in type-written format and submit them in PDF and/or Excel compatible (.xls) (where indicated).
- 9.4 Tenderers must ensure that all returnable schedules, documents, and certificates are legible, current, legally compliant and valid.

PART F: PRICING

10 PRICING INSTRUCTIONS

- 10.1 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. The pricing worksheets must be completed. Prices must be wholly inclusive of all costs as per the scope of work and must include VAT.
- 10.2 Tenderers must show its pricing information using the pricing template contained in Annexure C: Pricing
- 10.3 Pricing must be submitted in editable and printable softcopy in both the original Excel compatible (.xls) and .pdf formats.
- 10.4 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.
- 10.5 Tenderers must carefully consider the provisions as set out in sections 10.6, 10.7, and 10.8 when providing provisions
- 10.6 **Annual Escalation Adjustments:**
- 10.6.1 The maintenance and support contract pricing is firm and fixed for the duration of the Contract. The University will not accept any pricing adjustments for maintenance and support for the contract period.
- 10.6.2 For locally provided services (consulting or other) and locally manufactured equipment, the annual escalation will be a maximum of CPI as defined below.
- 10.6.3 For imported equipment: indicated markup percentage will be negotiated on contract level and will not be allowed to change upwards.
- 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.
- 10.7 **Exchange Rate Fluctuations:**
- 10.7.1 For the future projects (installations) the University will request forward cover on a case-by-case basis when the University asks for equipment quotations from the successful service provider(s).
- 10.7.2 The mark up % is indicated on the pricing schedule and is the cap/maximum percentage to be applied to imported goods for the duration of the Contract.
- 10.8 **Cost Savings:**
- 10.8.1 The University expects the Tenderer to be an active partner in generating ideas to reduce costs beyond only price reductions. Alternative cost reduction methods can be included in a separate spread sheet in Annexure C: Pricing.

PART G: INSURANCE

11 INSURANCE REQUIREMENTS

- 11.1 A Tenderer must demonstrate that it has adequate insurance cover to meet the minimum requirements as set out in the Scope of Works 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:
- 11.1.1 public liability; and/or
- 11.1.2 professional indemnity insurance; and/or
- 11.1.3 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
- 11.1.4 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.

- 11.2 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

12 THE CONTRACT

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

| | |
|--------------------------------------|---|
| Indicative Contract Dates: | Start Date – End Date (TBC) Target from June 2022, Maintenance contract from January 2023 |
| Indicative Contract Duration: | 3 (Three) years |
| Classification and Type of Contract: | Services Agreement for Wireless Network Connectivity |
| Panel of Service Providers | The University reserves the right to appoint successful service provider(s) to serve on a panel as a potential provider for the deliverables and the successful service provider(s) shall be eligible to be considered by the University during the term of this Agreement. |
| OEM Discount | Any and all OEM discount(s) including but not limited to educational discounts must be passed on to the University during the term of the Agreement. |

- 12.2 Any award made as a result of this Tender process will be governed by the regents of the Contract.
- 12.3 In the event that a Contract has been included in the Tender Documents (see Annexure D: Draft Contract) and if a Tenderer takes exception or wishes to propose a deviation to any term or condition in the Contract, it must be done clearly and conspicuously by referencing the specific clause number or the term or condition and by describing the exception or deviation in the Annexure B under the Contract Deviation Schedule. If a Tenderer does not clearly and conspicuously take an exception or propose a deviation to a specific term or condition, the Tenderer shall be bound by such term or condition in the event the award is made to it. The University reserves the right to in each instance to:
- 12.3.1 Accept the deviations or exceptions; or
- 12.3.2 Negotiate the deviations or exceptions; or
- 12.3.3 Reject a proposal with deviations or exceptions deemed unacceptable by the University at its option and in the exercise of its sole discretion.
- 12.4 The rejection or amendment by the Tenderer of any terms and conditions contained in the Contract may increase the risk to the University and will thus be taken into consideration when assessing the Tenderer's Tender Submission.
- 12.5 Tenderers should not provide or include their own contract, service level agreement or '*reserve the right to negotiate if the Tenderer is selected as the preferred service provider*' statement (the University will not consider this type of documentation). Tenderers must ensure that they follow the protocol as set out in section 12.3.
- 12.6 The Tender awarded will be conditional and subject to successful negotiations and signing of a written contract, failing which the University reserves the right to withdraw the Tender and to award another Tenderer without the need to repeat the same Tender process.
- 12.7 Should final contract negotiations with the preferred Tenderer not be concluded within 4 (four) 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.