



UNIVERSITY OF THE
WITWATERSRAND,
JOHANNESBURG

PROCUREMENT DOCUMENT

FOR

RFP - ICT PANEL OF SERVICE PROVIDERS FOR END- USER COMPUTING DEVICES

Reference No.:	Wits Tender / 2023:16	
Description:	ICT-Panel of Service Providers for End- User Computing Devices	
Issue Date:	02 July 2023	
Issued by:	ICT	
Submission Date and Time:	Date: 04 August 2023	Time: 23h59 (Before Midnight)
Important Information:	Compulsory Briefing Session	Date: 14 July 2023 @ 14h00

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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
Annexure D	Draft Contract The draft Contract will be uploaded onto the website on or before 10 July 2023.
Schedule 4	Compliance Schedule
Schedule 6A	Customer Reference Template

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 Information Communication and Technology invites Tenderers to supply, support, and maintenance of end-user computing devices across all geographical locations of the University for a period of 5 (five) years.

1.3 Tender Description

1.3.1 The primary operational objective is to appoint a reputable panel of providers to supply, support and maintenance of end-user computing devices across all geographical locations of the University, as described in Annexure A: Scope of Work.

1.4 Procurement Strategy

1.4.1 The University may appoint a panel of providers the work allocation will be awarded based on a request for quote. The University will consider the submissions, delivery timeframes, price and B-BBEE 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 This is an open, competitive tender process.

1.4.3 The objective is to appoint a panel of a minimum of 3 (three) , and maximum of 4 (four) OEM accredited service providers, with the necessary capacity to supply, support and maintain end-user computing devices in accordance with the needs of the University, including but not limited to Desktop/Laptop/Tablet for a period of 5 (five) years, through leasing and outright purchase at negotiated profit margins that are in favour of the University. The required end-user computing device services will include but not be limited to supply, support, maintenance, setup, installation, and transfer of data, honouring the Original Equipment Manufacturer (OEM) warranty requirements.

1.4.4 No partnership, joint ventures or subcontracting will be accepted unless a large organisation (BBBEE Generic) is subcontracting EME or QSE (same financial & supporting documents to be submitted)

1.5 Pre-qualification Criteria

1.5.1 Tenderers who have suitable experience and demonstrated capacity in the required work activities in the supply, support and maintenance of end-user computing devices may be 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 must be signed by a duly authorised representative
2.	must provide proof of your legal entity's registration documentation (e.g., CIPC) indicating the date of registration/incorporation, list of directors, partners, and members.
3.	must provide proof of valid SARS Tax Pin
4.	if applicable, provide a VAT Registration Certificate. Provide rationale if VAT is not applicable.
5.	must provide audited company financial statements for the past 3 (three) years, in line with the Companies act.
6.	provides (current) Letter of Good Standing from its bankers and/or bank confirmation letter, on the bank's letterhead, dated, stamped, and signed with contact details
7.	provide their insurances —



	The Service Provider must provide comprehensive protection until the goods are delivered to the designated delivery points/site(s) and the University has confirmed in writing that the goods are fit for purpose, undamaged, and meet the University's requirements. The University will not be liable for any expenses associated with insurance coverage concerning the successful tenderer's insurance costs as outlined herein.
No.	Functionality (including Technical) Mandatory Criteria
	It is compulsory that the Tenderer:
8.	must have a current track record for at least the last 3 (three) years for the supply, installation, support and maintenance of laptops, desktops, All-in-One [this is a combined desktop computer, including the processor, memory, graphics, and storage, with a monitor and speakers into a single piece of equipment], Tablets and other computer accessories. Provide a reference to support at minimum three years record, reference information as per the returnable schedule. Provide company profile and a list of your key clients.
9.	must have a presence in the Gauteng province to fulfil the requirement as per the scope of work. Provide supporting evidence confirming presence in the Gauteng province, such as a lease agreement, utility bill or similar.
10.	must be willing and able to provide support for the university Nationally (outside of Gauteng) and internationally where equipment is within the warranty terms and conditions.
11.	must provide a minimum of 3 (three) recent reference sites in South Africa where they have provided goods and services as requested in this tender. One of the sites should demonstrate at least an implementation (supply, image, install, data transfer and decommission of equipment) of a minimum of 80 desktops/laptops/all-in-ones in a single order. References should be within the last 5 (five) years, with at least 1(one) local reference site based in Gauteng.
12	<p>Must submit evidence of being an authorised sales and service partner for the Original Equipment Manufacturer (OEM) that they are tendering for. Provide applicable OEM accreditation, including at minimum silver status OEM certification of one of the brands as listed below:</p> <ul style="list-style-type: none"> • HP (Desktops, Laptops and All-in-ones) • Dell (Desktops, Laptops and All-in-ones) • Lenovo (Desktops, Laptops and All-in-ones) <p>The tenderers can also propose any other brands they are OEM accredited for if they are minimum silver status for sales and support. kindly note that OEM certification for Samsung and Apple is for certified sales only.</p> <ul style="list-style-type: none"> • Samsung (Tablets) subject to HP, Dell, Lenovo, or any other OEM accredited brands if you have certification for sales and support. • Apple (Tablets, Desktops, Laptops)
13	must have a minimum OEM partnership accreditation(s) of silver status excluding Samsung and Apple brands.
14	fully complies with compliance Schedule 4 mandatory criteria
15	must provide Annexure C: Pricing schedule information
16	must indicate which brands you are tendering for in Annexure B
17	agrees that Wits will enforce the use of Wits Financing house to the awarded tenderers. Confirm by ticking the required box in the returnable schedule.

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

1.6 Tender Terms and Conditions

1.6.1 The [Tender Terms & Conditions](#) apply to and form an integral part of this Tender.

Full link: <https://www.wits.ac.za/media/wits-university/footer/about-wits/procurement/Tender%20Terms%20%20Conditions%2015.08.2020.pdf>

1.6.2 Words and phrases defined in the Tender Terms & Conditions shall also apply in the interpretation of

the same words and phrases in this Tender, save where specifically otherwise indicated.

PART B: KEY INFORMATION

2 TENDER TIMELINE

2.1 The table below lists key events, dates, and periods applicable to this Tender:

No.	Description	Date / Period
1.	Invitation to Tender notice release via print media	02 July 2023
2.	Publication of Tender available on the University's Procurement website	04 July 2023
3.	The due date for Tenderer to submit its intention to respond - COMPULSORY REGISTRATION	11 July 2023 @ 23h59
4.	<p>Compulsory On-site Briefing Session</p> <p>Date and time: 14 July 2023 14h00</p> <p>Venue: To be made available to all Tenderers that register their intent to submit a Tender Submission</p> <p>Map: https://www.wits.ac.za/maps/</p> <p>Note: it is highly recommended that the person/s that will be working on the submission attend the briefing session.</p>	
5.	Submission Date and Time	04/08/2023 23h59 (Before Midnight)
6.	Presentation Date and Time	September 2023 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 INTENT TO SUBMIT A TENDER SUBMISSION

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

4 UNIVERSITY CONTACT INFORMATION

Queries relating to the issue of the Tender Documents must be addressed to the Tender Administrator at admin.tenders@wits.ac.za and Nkhumeleni Nethavhani (**Procurement Representative**) via e-mail: nkhumeleni.nethavhani@wits.ac.za.

5 DEVELOPING YOUR TENDER SUBMISSION

5.1 The Tender Documents set out the step-by-step process and conditions that apply.

5.2 Tenderers should take time to read and understand the Tender Documents, in particular:

5.2.1 the Tender Terms & Conditions,

5.2.2 the Tender Submission protocol (please refer to section 6),

5.2.3 develop a strong understanding of the University's Scope of Work detailed in 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 the parties indicated in section 4 above.
- 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 the parties indicated in section 4 above. Please note that additional information supplied to anyone Tenderer may also be provided to other Tenderers via e-mail.
- 5.5 It must be noted that the University shall not be held liable for any loss or damage incurred to the Tenderer should the Tenderer fail to fulfil the requirements of the Tender.

6 SUBMITTING YOUR TENDER SUBMISSION

- 6.1 The mode of delivery for submission is set out below and will apply to this Tender:
- 6.2 Electronic Submissions:
- 6.2.1 The [Electronic Submission Protocol](#) will apply to this Tender.
Full Link: <https://www.wits.ac.za/media/wits-university/footer/about-wits/procurement/Electronic%20Submission%20Protocol%2015.08.2020.pdf>
- 6.2.2 Tenderers must submit Annexure C: Pricing in an editable - 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 regarding the goods and/or services.
- 7.2 **Evaluation Procedure:**
- 7.2.1 The University may request additional information, clarification, or verification in respect of any information contained in or omitted from a Tenderer's Tender Submission and this information will be



requested in writing.

- 7.2.2 The University may enforce whatever measures it considers necessary to ensure the confidentiality and integrity of the contents of the Tender.
- 7.2.3 The University will evaluate the proposals with reference to the University's set and approved evaluation criteria as indicated in these Tender Documents.

8 EVALUATION CRITERIA

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

- 8.1.1 The University has a defined minimum pre-qualification listed in the table under section 1.5 that must be met by the Tenderer for the University to accept the Tender Submission for evaluation.
- 8.1.2 The pre-qualification evaluation will be carried out by the University's tender evaluation committee members to determine which Tender Submissions are compliant or non-compliant with the requirements issued by the University as part of this tender process.
- 8.1.3 Where there is failure to comply with the pre-qualification criteria as set out in section 1.5 or the University is for any reason unable to verify whether the pre-qualification criteria are fully complied with, the University may disqualify the Tender Submission;
- 8.1.4 Tenderers that do not meet the pre-qualification criteria may not advance to the next stage of evaluation.
- 8.1.5 Please note that no points are allocated at this stage.
- 8.1.6 **Note:** Documents submitted in support of this Tender must be documents of the Tenderer's entity. It is not permitted that documents submitted pertain to different companies or business units within a group.

8.2 Stage 2: Functional including Technical Evaluation

- 8.2.1 In this stage, the Tenderer must get a minimum of **70%**, 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 which tenderers should provide supporting information for:

No.	Criteria	Weight
1	Track Record /Experience	Maximum 35 Points
1.1	Provide a minimum of 3 (three) recent references (last 5 years). One of the references should be Gauteng based and you should have performed all the following deliverables: (delivery, installation, imaging, data migration, configuration and maintenance of desktop/laptop equipment not limited to the brand you are tendering for) . One reference must meet the minimum order (at least 80 devices) requirement as per the eligibility criteria. Note: Provide your evidence for these criteria in Annexure B Retainable Schedule, Schedule 5A (track record) and 6A (reference) references must be on letterhead, must have a clear contact person, telephone numbers, email addresses and must be date stamped.	
1.2	At least one of the confirmed references provided must have completed all the above deliverables.	35 Points
1.3	At least one of the confirmed references provided must have completed 2 (two) of the deliverables above.	25 Points
1.4	At least one of the confirmed references provided must have completed one of the deliverables above.	10 Points
2.	Support Team Competency and Structure	Maximum 25 Points
2.1	Attach a summary of CVs for the competency of business / account manager, technical team lead and support team proposed for the Wits Contract: (Skills/Competency/ Capacity). Please provide detailed Organogram of the envisaged Wits support structure. Provide this information in Annexure B Retainable Schedule, Schedule 5B	
2.2	Business/account manager including their certifications (certified for sales for the brands that you are tendering for) and relevant years of experience. Provide this information in Annexure B Retainable Schedule, Schedule 5B	5 Points

2.3	<p>Technical Team Leader / Manager: For the Wits Contract if you were awarded including their certifications, relevant experience, and years of experience. The technical team leader must be certified for support for the brands that you are tendering for.</p> <p>Provide this information in Annexure B Retainable Schedule, Schedule 5B.</p>	5 Points
2.4	<p>Provide an organogram of the support structure you envision for the Wits account with an indication of the roles and minimal skills/competencies/qualifications/ certifications/ track record and years of experience for the Wits contract if you were awarded. Relevant staff members should have a track record of at least 2 (two) years in delivering the required services. If these are current staff members employed by your organisations, then provide supplier training and Certifications of support staff envisioned for this account. It is preferred that the team should be certified for support with a minimum of 2 (two) years' experience.</p> <p>Provide this information in Annexure B Retainable Schedule, Schedule 5B</p>	15 Points
3	Reports:	Maximum 5 Points
3.1	<p>Provide an Excel template report that Wits will receive from the inception of the order until delivery/ installation and payment. Indicate if reports are customisable. Indicate if there is a cost for customisation of reports or not. Provide monthly Reports to show spend, transaction details, equipment purchased details, detail, and summary reports.</p> <p>Provide your template detail and summary report(s) in Annexure B Retainable Schedule, Schedule 5C</p>	5 Points
4	Backup/Contingency plans for Human Resources:	Maximum 10 Points
4.1	<p>In the context of point number 2 of this document, provide information related to the contingency plan of human resources to ensure business continuity. This will be considered when assessing the maturity and relevancy of the Company's experience. Detail the size of the company and human resource information for various elements of this contract including the service desk/order provision and installation/support and maintenance including detailing your human resource plan.</p> <p>Provide your information in Annexure B Retainable Schedule, Schedule 5D</p>	10 Points
5	Company's ability and capacity related to the University's scale of requirements.	Maximum 10 Points
5.1	<p>The University's structure is a decentralised procurement model and requests for quotes are processed by different cost centres and individuals. Goods and services rendered are received in multiple locations in and around Johannesburg. Wits ICT manages the contracts and the relationships with the desktop/laptop environment providers and sets the respective standards for this environment (hardware and software).</p> <p>a) Provide your company's experience, information, structure, and business model demonstrating your company's ability to render services to multiple stakeholders and locations for a single client.</p> <p>b) Demonstrate your company's ability to meet large order/service requirements. Wits single large order requirement is 80+ (plus) machines. An indication of the possible (not guaranteed) volume/scale of the contract is summarised in the tender document. It would be to your company's advantage if you can show evidence of a client(s) within a Metro precinct, multiple sites at different geographic locations and/or in a decentralised model. If you do not have appropriate references showing this, provide us with evidence that you can deal with the size, scale and complexity related to this University requirement.</p> <p>c) Should you have or not have rendered these services indicated in points above, demonstrate through a written plan, how you would go about rendering these services.</p> <p>Provide your information for this section in Annexure B Retainable Schedule, Schedule 5E.</p>	10 Points
6	Multiple brands tendered for:	Maximum 5 Points
6.1	You will be allocated points according to the number of brands you are tendering for.	5 Points
7	Risk/Assumptions/Dependencies/Exclusions (RADE)	Maximum 10 Points

7.1	Create a risk template for the Wits Environment detailing possible Risks, assumptions, dependencies, and exclusions your company might encounter during the engagement with Wits University and provide possible mitigations. The complexity, completeness and maturity of your information will be assessed. Consider risks related to the industry sector and the higher education sector. Provide your information in Annexure B Retainable Schedule, Schedule 5G.	10 Points
	Total	100%
	Threshold	70%

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

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.

8.3.2 Presentations:

8.3.2.1 The University will 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 allow Tenderers 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.

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

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

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 sworn in affidavit in accordance with the B-BBEE Act: Codes of Good Practice published in Government Gazette No. 36928. BEE (recommendation is 10% Level and for 51% black owned (5%) and EME or QSE (5%))	20%
Functionality		10%
Presentation		10%
Total		100%

8.4.3 B-BBEE Score Card

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

8.5 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 the 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.

8.6 Other Information

- 8.6.1 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.
- 8.6.2 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 work is attached to the Tender Documents and marked as Annexure A: Scope of Work.
- 9.2 Tenderers must carefully review Annexure A: Scope of Work and confirm their ability to meet all the requirements outlined therein before submitting a Tender Submission.
- 9.3 The University strictly prohibits any material variation to Annexure A: Scope of Work. This prohibition encompasses but is not limited to changes in the products, services, and service levels specified in the scope of work. Any Tender Submission that deviates materially from the requirements stated in
- 9.4 Annexure A will not be accepted by the University.
- 9.5 Tenderers explicitly and unequivocally confirm that the pricing submitted encompasses all activities outlined within Annexure A: Scope of Work, and includes any associated costs, materials, and services required for the successful completion of the Contract. The Tenderer acknowledges and agrees that the pricing provided is comprehensive and accounts for all foreseeable expenses related to the specified activities. Any additional costs incurred due to incomplete or inaccurate pricing will be the sole responsibility of the Tenderer, and no claims for reimbursement will be entertained by the University.

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 (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 their 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 and PDF formats.
- 11.4 Tenderers hereby acknowledge and agree that in the event of their failure to specify a fee or price for a particular item within their submission, said item(s) will be deemed to be encompassed within the overall fees and/or prices submitted by the Tenderer.
- 11.5 Tenderers must carefully consider the provisions as set out in sections 11.6 and 11.7 **Error! Reference source not found.** when providing provisions.
- 11.6 **Annual Escalation Adjustments:**
- 11.6.1 The annual escalation will be capped at CPI for local services and at the margin for imported goods. 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).
- 11.6.2 The prices for the goods will remain unchanged for a calendar month of the Contract. The margin cap will apply to all imported hardware. The prices for the goods and/or services must include VAT, all other taxes (insofar as they are applicable) and insurance as required.
- 11.6.3 **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.
- 11.7 **Cost Savings:**
- 11.7.1 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 spreadsheet in Annexure C: Pricing.

PART G: INSURANCE

12 INSURANCE REQUIREMENTS

- 12.1 A Tenderer must demonstrate that it has an 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 The successful tenderer assumes all risks associated with damage, loss, or delay of the goods upon successful delivery by the successful tenderers at the designated location/site(s). The successful tenderer must obtain comprehensive insurance from a reputable insurer, covering the entire invoice value of each delivery. The insurance coverage must provide comprehensive protection until the goods are delivered to the designated delivery points/site(s) and the University has confirmed in writing that the goods are fit for purpose, undamaged, and meet the University's requirements. The University will not be liable for any expenses associated with insurance coverage concerning the successful tenderer's insurance costs as outlined herein.
- 12.2 Tenderers agree that should it be awarded as a successful service provider that it shall always 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 – End Date (TBC) Target from November 2023
Indicative Contract Duration:	5 (five) years
Classification and Type of Contract:	End-User Computing Devices

13.2 Any award made because 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 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:

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 the 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 a final contract negotiation 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 that the parties cannot agree to, the University reserves the right to cancel the award and select an alternative Tenderer.