



UNIVERSITY OF THE  
WITWATERSRAND,  
JOHANNESBURG

## PROCUREMENT DOCUMENT

FOR

**WITS TENDER 2025:01 – EGO – GRADUATION PHOTOGRAPHY**

## RFP DOCUMENT

|                                  |  |                                |
|----------------------------------|--|--------------------------------|
| <b>Reference No.:</b>            | Wits Tender / 2025:01                    |                                |
| <b>Description:</b>              | EGO – Graduation Photography             |                                |
| <b>Issue Date:</b>               | 30 March 2025                            |                                |
| <b>Issued by:</b>                | Examinations and Graduation Office (EGO) |                                |
| <b>Submission Date and Time:</b> | Date: 23 April 2025                      | Time: 23h59 (Before Midnight)  |
| <b>Important Information:</b>    | Non-Compulsory Briefing Session          | Date: 04 April 2025 @ 10h00 am |

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## ATTACHMENTS:

| List of Annexures | Description of Annexures           |
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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 40 000 students and approximately 6500 staff and is one of the biggest sources of skills in Africa.

#### 1.2 Tender Background

The University's Examinations and Graduation Office (EGO), invites Tenderers to submit proposals for the supply of Graduation photography services during ceremonies for a period of 3 years.

This is an open competitive tender process.

#### 1.3 Tender Description

The primary operational objective is to deliver professional photography services at the University's Graduation Ceremonies to graduands who are preparing to graduate, and who have previously graduated, including all honorary graduands.

The service provider will also be responsible for providing photography services at the inauguration ceremonies of either the Chancellor or Vice Chancellor of the University.

The service provider must also provide services complementary and ancillary to the photography services.

##### 1.3.1 Procurement Strategy

The primary operational objective is to appoint a single reputable service provider to supply photography services for graduation ceremonies or as requested, as per Annexure A: Scope of Work.

Joint ventures, partnerships or sub-contracting collaborations will not be accepted for this tender.

#### 1.4 Pre-qualification Criteria

1.4.1 Tenderers who have suitable experience and demonstrated capacity in the required work activities in Graduation Photography may be eligible to partake in this Tender.

1.4.2 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.  | is a South African registered entity  |
| 2.  | submits a signed submission by an authorised employee of the company  |
| 3.  | provides proof of their legal entity's registration documentation (e.g. CIPC) indicating date of registration/incorporation, list of directors, partners, and members   |
| 4.  | can show a current and valid Tax Clearance certificate/Pin  |
| 5.  | provides their VAT registration details if relevant. Provide reasons if VAT registration is not available. This will be assessed for acceptability.   |
| 6.  | provide audited company financial statements for the past 3 years in line with the Companies Act. Provide rationale if financial statements are not audited. This will be assessed for acceptability. The University reserves the right to request additional information if required to assess financial |
| 7.  | provides a Letter of Good Standing from its bankers or a bank confirmation letter   |
| 8.  | provide proof of insurance cover for their goods (equipment) or show commitment to have the appropriate insurance in place at time of contract if awarded with no impact on submitted pricing.  |

| No.  | Functionality (including Technical) Mandatory Criteria  |
|--|---|
| <b>It is compulsory that the Tenderer:</b> |   |
| 9.   | must show a minimum of 5 years' track record/experience with successful delivery of similar scale and requirement as set out in the (SoW) Scope of Work in performing Photography Services for a high volume of requests and multiple sessions in one day.  |
| 10.  | must provide at minimum 3 local references. Additional may be to your benefits. At minimum 1 of the reference(s) must show a volume of more than 300 or more individual photographs as a single session and for one client where multiple sessions are held on one day. Additional references will be considered and may impact your scoring. <b>Note at least one reference must be deemed as relevant and acceptable. References must not be older than 5 years.</b>  |
| 11.  | must ensure that proposed graduation photography services meet all mandatory requirement listed in the <b>Schedule 4: Compliance Schedule</b> and be able to demonstrate this if required.  |
| 12.  | must have a lead photographer with at least a minimum of 5 years' photography experience of similar environment. Provide evidence for by attaching CV of photographer and complete <b>Schedule 3K template in the Annexure B: Returnable Schedule.</b>  |
| 13.  | must provide two (2) physical samples of 20X30cm and 30x45cm colour photographs shot at previous Graduation Ceremonies of the following:<br>Individual studio photograph<br>Individual stage photograph<br>Family studio photograph   |
| 14.  | must provide digital samples (high resolution photographs) via email of the following:<br>Individual studio photograph<br>Individual stage photograph<br>Family studio photograph   |
| 15.  | must describe their Disaster Management Protocol. (e.g. SOP= Standard Operating Procedure, Risk Register) Including but not limited to the points below.<br>1. Disaster preventing photography equipment delivered on site.<br>2. On site: (student or staff protests).<br>3. On their premises: (theft, fire etc).<br>4. Describe the type of backup inventory in place.<br>5. Describe contingency plans in place for access to temporary relief staff.<br>6. Describe the backup plan if the lead photographer is not available on the day.  |
| 16.  | must show evidence of a professional studio which must be based in Gauteng, within a 100km radius from the University's Braamfontein Campus or must commit to having a' studio in place within 3 months' post contract award as set out in the scope of work. Indicate the physical address of your Professional studio in Gauteng. If this is not located in Gauteng, provide the address of the studio you have in place. The premises are to cater for walk in graduation photography services for the full contract duration/period. must provide a utility bill or lease agreement as evidence of the Professional studio. |
| 17.  | must provide evidence of the usage of social media platforms including links to those platforms, referring to the interaction with graduands.<br>The social media platforms will be assessed for relevancy and prominence.  |
| 18.  | must provide details of their electronic payment option, as well as any other online payment. Any other means of online payment are acceptable. EFT, Cash and Credit/Debit Card facility (on-site & off-site) is a mandatory requirement.   |
| 19.  | must provide details of their resource proposal for the onsite teams including the volume of staff and type of staff (admin support or other) that would be present at the main venue, holding (visitor) venue and mobile studios to ensure that the service delivered meets expectations.<br><br>Include details related to the roles and responsibilities of the proposed onsite team for a graduation ceremony where 300 graduands are expected to graduate per ceremony.<br><br>The appropriateness of the set-up, volume of staff and their roles and responsibilities will be assessed.                                   |
| 20.  | must provide details of how they would assist students with graduation photography before or after graduation ceremonies. This will be on the day of the graduation.  |
| 21.  | must describe their <b>query management protocol</b> that they have in place on-site and off-site. The comprehensiveness of this will be assessed.  |

1.4.3 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.

- 1.4.4 Tenderers who fail to provide the required schedules and documents will not have their Tender Submissions evaluated further.
- 1.4.5 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.

## 1.5 Tender Terms and Conditions

- 1.5.1 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>
- 1.5.2 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   | 30 March 2025         |
| 2.  | Publication of Tender available on the University's Procurement website   | 31 March 2025         |
| 3.  | <p>A Non-Compulsory Online Briefing session will be held on:</p> <p><b>Date and time: 04 April 2025   10h00</b></p> <p>Microsoft Teams: <a href="#">Join the meeting now</a><br/>Meeting ID: 356 457 928 085<br/>Passcode: qp28pH2G</p> <p><b>Note:</b> it is highly recommended that the person/s that will be working on the submission attend the online briefing session.</p> |                       |
| 4.  | Submission Date and Time  | 23 April 2025   23h59 |
| 5.  | Site Visit Date   | July 2025 (TBC)       |
| 6.  | Presentation Date   | July 2025 (TBC)       |

- 2.2 These dates and times do not create an obligation on the part of the University to take any action or create any right for a Tenderer to demand that the University executes a certain action on a specific date at a certain time.
- 2.3 In in accordance with section 6 of the Tender Terms and Conditions, the University may issue amendments until **3 (three) Business Days** before the Submission Date and Time.

## 3 UNIVERSITY CONTACT INFORMATION

Queries relating to the issue of the Tender Documents must be addressed to the Tender Administrator at [admin.tenders@wits.ac.za](mailto:admin.tenders@wits.ac.za) (**Procurement Representative**) via e-mail: [doris.manyamalala@wits.ac.za](mailto:doris.manyamalala@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](mailto:admin.tenders@wits.ac.za) and to insert email address 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](mailto:admin.tenders@wits.ac.za) and to [doris.manyamalala@wits.ac.za](mailto:doris.manyamalala@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%202015.08.2020.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 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 Accuracy and presentation of the calculations which must be sufficient for comparison purposes;

- 6.1.9 Financial ability of the Tenderer to provide the goods and/or services and to meet its contractual obligations;
- 6.1.10 Adequate insurance coverage with regard to the goods and/or services.
- 6.1.11 The acceptability of photography samples provided.
- 6.1.12 Risk will be assessed and inform the evaluation process.
- 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 1.4 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 1.4 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.
- 7.1.6 **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.

### 7.2 Stage 2: Functional including Technical Evaluation

- 7.2.1 In this stage, the Tenderer must get a minimum of **70%**, in order to move on to the next stage of evaluation.
- 7.2.2 The evaluation of the Functionality Criteria of the Tender Submission will be based on the following criteria:

| No. | Criteria  | Weight |
|-----|---|--------|
| 1.  | <b>Company experience:</b> Tenderer must show a minimum of 5 years' track record/experience with successful delivery of similar scale and requirement as set out in the (SoW) scope of work in performing Photography services for a high volume of requests and multiple sessions in one day.  | 12     |
| 2.  | <b>Client references:</b> Tenderer must provide at minimum 3 local references. Additional may be to your benefits. Reference will be assessed for acceptability and relevancy. At minimum 1 of the reference(s) must show a volume of more than 300 or more individual photographs as a single session and for one client where multiple sessions are held on one day. Additional references will be considered and may impact your scoring. Note at least one reference must be deemed as relevant and acceptable. <b>References must not be older than 5 years.</b> | 12     |
| 3.  | <b>Lead photographer:</b> Tenderer must have a lead photographer with at least a minimum of 5 years' photography experience of similar environment. (Attach CV of photographer complete <b>Schedule 3K</b> template in the <b>Annexure B: Returnable Schedule</b> . Experience will be assessed for appropriateness and acceptability   | 10     |
| 4.  | <b>Physical samples:</b> Tenderer must provide two (2) physical samples of 20X30cm and 30x45cm colour photographs shot at previous Graduation Ceremonies of the following:<br>Individual studio photograph  | 10     |

|     |   |             |
|-----|---|-------------|
|     | Individual stage photograph<br>Family (Group) studio photograph   |             |
| 5.  | <b>Digital samples:</b> Tenderer must provide digital samples (high resolution photographs) via email of the following:<br>Individual studio photograph<br>Individual stage photograph<br>Family (Group) studio photograph  | 10          |
| 6.  | <b>Disaster management:</b> Tenderer must describe their Disaster Management Protocol (e.g. SOP= Standard Operating Procedure, Risk Register) Including but not limited to the points below.<br>1. Disaster preventing photography equipment delivered on site.<br>2. On site: (student or staff protests).<br>3. On their premises: (theft, fire etc).<br>4. Describe the type of backup inventory in place.<br>5. Describe contingency plans in place for access to temporary relief staff.<br>6. Describe the backup plan if the lead photographer is not available on the day.<br><br>This will inform the risk assessment of your bid proposal   | 12          |
| 7.  | <b>Social media platforms:</b> Tenderer must provide evidence of the usage of the Social Media Platforms including the links to those platforms, referring to the interaction with graduands. The Social media platforms will be assessed for relevancy and prominence.   | 10          |
| 8.  | <b>Electronic payment:</b> Tenderer must provide details of their electronic payment option. Any other means of online payment are acceptable. EFT, Cash and Credit/Debit Card facility (on-site & off-site) is a mandatory requirement.  | 10          |
| 9.  | <b>Team:</b> Tenderer must provide details of your resource proposal for the onsite teams including the volume of staff and type of staff (admin support or other) that would be present at the main venue, holding (visitor) venue and mobile studios to ensure that the service delivered meets expectations.<br><br>Include details related to the roles and responsibilities of the proposed onsite team for a graduation ceremony where 300 graduands are expected to graduate per ceremony.<br><br>Provide an organogram of the roles you envision for Wits photography services 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.<br><br>The appropriateness of the set-up, volume of staff and their roles and responsibilities will be assessed. | 8           |
| 10. | <b>Query management:</b> Tenderer must provide details of how they would assist students with graduation photography during or after graduation ceremonies.<br><br>Describe your Query Management Protocol that you have in place on-site and off-site. The comprehensiveness of this will be assessed  | 6           |
|     | <b>Total Points</b>   | <b>100%</b> |
|     | <b>Threshold</b>  | <b>70%</b>  |

### 7.3 Stage 3: Site Visits

7.3.1 This phase of assessment will include site visits. Only successful Tenders that have met the minimum threshold of **70%** requirements in the technical/functionality stage will be considered.

#### 7.3.1.1 Site Visit

7.3.2 Client Site visits will be required as part of the process to allow Tenderers to present their solution and various aspects as identified by the University. There will be no threshold applicable at the site visits.

### 7.4 Stage 4: Presentation

#### 7.4.1 Presentations:

7.4.1.1 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.

7.4.1.2 Presentations are designed to give Tenderers the opportunity to present their solution and have a



question and answer clarifying session. A threshold of **75%** may apply to the presentation phase.

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

7.5.1 Tenderers who scored **75%** in stage 4 will be considered for stage 5 (final stage).

7.5.2 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:   | 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  | 5%          |
| <b>Total</b>  |   | <b>100%</b> |

**7.5.3 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.

**7.6 Price Points Calculation**

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

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

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.

**7.7 Other Information**

7.7.1 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.

7.7.2 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 work 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 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.
- 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, when providing provisions
- 10.6 **Annual Escalation Adjustments:**
- 10.6.1 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.
- 10.6.2 **Note:** CPI means the average annual rate of change (expressed as a percentage) in the Consumer Price Index for all metropolitan areas as published by Statistics South Africa (or such other index reflecting the official rate of inflation in the Republic of South Africa as may replace it), which annual change shall be determined by comparing the most recently published index with the average index published over the 12 (twelve) months preceding the anniversary of the start date of the awarded Contract, and applying the lower of the 2 (two) compared indices.

### PART G: INSURANCE

## 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 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:

- 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:           | 01 September – 31 August 2028     |
| Indicative Contract Duration:        | 3 years                           |
| Classification and Type of Contract: | <b>Service Provider Agreement</b> |

- 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 the 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.