

PROCUREMENT DOCUMENT

REQUEST FOR PROPOSAL (RFP)

FOR

Wits / 2026:09 - ICT - Backup Solution

Reference No.:	Wits Tender/2026:09	
Description:	Backup Solution	
Issue Date:	14 June 2026	
Issued by:	WITS ICT	
Submission Date and Time:	Date: 13 July 2026	Time: 23h59 (Before Midnight)
Important Information:	Mandatory Tender Submission via PURCO SA website: https://purcosa.co.za	

FOR INFORMATION PURPOSES ONLY

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ATTACHMENTS:

List of Annexures	Description of Annexures
Annexure A	Scope of Work
Returnable Schedules and Documents	
Annexure B	Procurement Returnable Schedules
Annexure C	Pricing Schedule
Annexure D	Draft Contract
Annexure E	PURCO SA Tender Guide to Purchase and Online Submission
Annexure F	Technical solution

PART A: TENDER OVERVIEW

1 TENDER OUTLINE

1.1 University's Background

The University of the Witwatersrand, Johannesburg ("the University") is a leading African University that is ranked in the top 1% of universities in the world. Located in the Economic Hub of Africa. In 2022, Wits celebrated 100 years of academic and research excellence, social justice and the advancement of public good. Our history is inextricably linked to that of mining, the city, civic and political activism. Our property portfolio consists of 400 buildings, 11 Libraries, and 17 Residences. The University has about 41 100 students and 6582 employees.

1.2 Tender Background

The ICT Department of the University of the Witwatersrand, Johannesburg in collaboration with Purchasing Consortium of Southern Africa (PURCO SA) requires a suitably qualified and experienced service provider to supply, install, support and provide maintenance for Backup, disaster and cyber solution recovery over a period of 3 (three) years.

1.3 Joint Ventures and Sub-contracting

The University strictly prohibits any joint ventures, partnerships and sub-contracting.

1.4 Tender Description

The University intends to appoint one (1) service provider that can work well with and have a cooperative relationship to help the University community. The ideal service provider must focus on providing good service while being proactive and innovative in finding ways to save costs. They should also be aware of and respectful towards the University's needs and culture. A crucial factor in selecting service providers will be whether the University believes they can establish a close working relationship with them, to benefit the students and staff.

1.5 Overview

The requirements are detailed in the Scope of Works document, Annexure A.

1.6 Procurement Strategy

The University will appoint 1 (one) service provider to supply, install, support and provide maintenance for an Backup, disaster and cyber solution recovery over a period of 3 (three) years.

1.7 Note Regarding Pricing

To ensure the accuracy of your Tender Submission for this Tender, it is imperative that Tenderer prices in accordance with the Tender Documentation. It is advisable for Tenderers to carefully review the tender documentation and consult with financial experts before submitting pricing.

1.8 Pre-qualification Criteria

Tenderers who have suitable experience and demonstrated capacity in the required work activities to supply, install, support and provide maintenance for a Backup, disaster and cyber solution recovery may be eligible to partake in this Tender.

Only Tenderers who satisfy the pre-qualification criteria as set out in the tables below should submit a Tender Submission, failure to do so will result in disqualification.

Procurement Eligibility/Mandatory Criteria	
1	Provide Schedule 1: Signed Submission which must be signed by a duly authorised representative.
2	Provide proof of its entity's registration documentation (e.g., CIPC) indicating the date of registration/incorporation, and a list of directors, partners, and members. Only South African registered entities are allowed to bid.
3	Provide proof of current and valid SARS Tax Pin and VAT registration certificate. Provide rationale if not VAT registered.
4	Provide company financial statements for the past 3 (three) years, in line with the companies act. If the financial statements are not audited, provide reasons and provide confirmation of your Public Interest Score noting that tenderers must submit annual financial statements for the last three (3) financial years. This will be assessed for acceptability. The financial standing and health of the tenderer will be assessed and inform risk elements that will be considered as part of the evaluation
5	Submit Annexure C, full pricing Schedule
Technical Eligibility/Mandatory Criteria	
	The Tenderer
6	must have a proven track record for installing and maintaining Backup and recovery solutions for a minimum of five (5) years. The tenderer is to state the number of years' experience for each of the following technology areas: - a) Backup and recovery: minimum of 5 Years. b) Cyber recovery: minimum of 5 Years. c) Cloud recovery: minimum of 5 Years
7	must supply a minimum of three (3) relevant and acceptable references where implementations and support services have been supplied by the tenderer that covers the technology areas listed below. References must be recent and within the last five (5) years. Evidence provided must include the below indicated user quantities for each technology area. References must be contactable and may be confirmed. References will be assessed for acceptability and relevancy. Area: Backup and recovery solution for 100+ servers (Physical or Virtual) – minimum 3 contactable references
8	must supply a minimum of one (1) relevant and acceptable references where implementations and support services have been supplied by the tenderer using the proposed solution that covers the technology areas listed below. References must be recent and within the last five (5) years. references must be contactable and may be confirmed. References will be assessed for acceptability and relevancy. Evidence provided must include the below indicated user quantities for each technology area: Cloud storage for backup data - 1 contactable reference Cloud recovery - 1 contactable reference Cyber recovery - 1 contactable reference
9	must be a current accredited partner of the OEM for the proposed solution. Provide the OEM accreditation / certification letter or document.
10	must be compliance with relevant data privacy regulations including GDPR or POPIA
11	must submit an organogram of the proposed implementation and support team and provide summary CVs for key staff members including their role, responsibility, appropriate qualifications/certifications, skills and years of relevant experience.
12	must propose a backup and recovery solution that meets all mandatory criteria listed in Annexure F (Compliance Schedule)
13	must propose a backup and recovery solution that meets a threshold of at least 80% of the non-mandatory criteria listed in Annexure F (Compliance Schedule).
Procurement Non-Mandatory Criteria	
14	Please provide the 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.

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.

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

Despite the above, the University reserves the right to request 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 is insufficient, is not supplied, is unsuitable or does not provide adequate detail.

1.9 Tender Terms and Conditions

1.9.1 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>

1.9.2 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	14 June 2026
2	Publication of Tender available on the University's Procurement website	15 June 2026
3	<p>Non-Compulsory Online Briefing Session to be held as follows:</p> <p>Date and time: 23 June 2026 11:00 to 12:30</p> <p>Microsoft Teams: The link to the session will be made available to all Tenderers that register on the PURCO SA website</p>	
4	<p>Submission Date and Time : 13 July 2026 (23H59)</p> <p>Via Purco SA Website Tender Box</p>	(Before Midnight 23h59)
5	Presentations	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 any issues of the Tender Documents must be addressed to the Tender Administrator at admin.tenders@wits.ac.za and to Lavern Kuppen Cullen via e-mail: lavern.cullen@purcosa.co.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 must 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 complete the compliance schedule as per Annexure F;
 - 4.2.5 in structuring your Tender Submission consider how it will be evaluated, Part C: The Evaluation Process of this document describes the evaluation approach;
 - 4.2.6 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, the reproduction indistinct, or any descriptions ambiguous, or this document contain any obvious errors they shall inform admin.tenders@wits.ac.za and Lavern Cullen at Lavern.Cullen@purcosa.co.za and have the same rectified. Queries to be posted on the PURCO SA website.
- 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 posted on the PURCO SA website. Please note that additional information supplied to any one Tenderer may also be provided to other Tenderers via the PURCO SA website.
- 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 **Tender submissions will be electronic via the PURCO SA Website ONLY.** No hard copy, faxed, physical submissions or e-mailed submissions will be accepted by the University.
- 5.2 To submit your Tender Submission please log in to the <https://purcosa.co.za> website using the username and password of the individual who purchased the Tender Documents. **Refer to Annexure E for a Detailed Guide.**
- 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.

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 be 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;
 - 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 Accuracy and presentation of the calculations which must be sufficient for comparison purposes;
 - 6.1.8 Risk and Financial ability of the Tenderer to provide the goods and/or services and to meet its contractual obligations;

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

6.2 Evaluation Procedure:

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

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.

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

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

Tenderers are urged to study the information provided in detail before responding to the Tender. It is of utmost importance that the information and conditions set out in this specification and "Tender Forms" be completed and submitted in the indicated format and order. Should the information not be submitted in the required format, the University reserves the right not to assess the Tender received and to disqualify such Tender Submissions. Preferences are offered to Tenderers that are Broad-Based Black Empowerment Contributors.

7 EVALUATION CRITERIA

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

The University has a defined minimum pre-qualification listed in the table under Part A that must be met by the Tenderer in order for the University to accept the Tender Submission for evaluation.

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.

Where there is failure to comply with the pre-qualification criteria as set out in Part A 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.

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

Please note that no points are allocated at this stage. However, Annexure F compliance schedule will impact on criteria for the next 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 units within a group.

Stage 2: Functional including Technical Evaluation for Backup, Disaster and Cyber solution recovery

7.1.1 In this stage, the Tenderer must score a minimum of 80% in order to move on to the next stage of evaluation as per the pre-qualification requirement.

No	Functionality Criteria	Points Allocated	
1	Tenderer Experience and Track Record - Schedule 5.1		Maximum 15 Points
	"Backup and recovery: - minimum of 5 years experience	10	
	"Cyber recovery - minimum of 3 years experience.	5	
2	TECHNICAL Solution (Pro rated from Annexure F response)	60	Maximum 60 Points
3	Project Team		Maximum 25 Points
	Submit Schedule 7 Resources , Skills and Capacity. a) The tenderer's key personnel of the proposed implementation team must have relevant and appropriate qualifications, skills and experience to match the envisioned plan. Attach all relevant curriculum vitae's(CV's) with certifications for the key staff member/s that match as a minimum portfolio positions as listed below. b) The deployment staff must have deployed the key technology areas at least twice prior to this deployment.. c) The appropriateness of the team 's experience and composition will be assessed based on their relevant experience (backup and recovery) and qualifications. d) The tenderer is encouraged if deemed appropriate to add to the named portfolios as required. e) The tenderer is expected to supply sufficient resources to complete the necessary tasks timeously. It is also required that a contingency plan is in place should any member of the proposed team become unavailable to perform their duties		
	Account Manager -	5	
	Project Manager	10	
4	Lead Engineer/s	10	
TOTAL POINTS FOR FUNCTIONALITY			100 Points

1.1 Stage 3: Presentation/Demo and other due diligences

1.1.1 This phase of assessment will include Presentation or other due diligences for respective options. Only successful Tenders that have met the minimum threshold of **80%** requirements in the technical/functionality stage (Stage 2) will be considered.

1.1.2 Presentations:

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

1.1.2.2 Presentations are designed to give Tenderers the opportunity to present their solution and have a question and answer clarifying session. A threshold maybe be applicable at this stage.

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

7.2.1 Tenderers who met the thresholds in the previous stages will be evaluated further, as described below.

7.2.2 In this final stage the criteria elements below will be considered. Therefore, a Tenderer's Tender Submission will be evaluated based on the weightings set out below and indicated formulae:

Component	Documents Required	Weighting %
Price	Annexure C: Price Schedules to be completed	60%

B-BBEE	Please submit a current, valid B-BBEE certificate issued by a SANAS accredited verification agency unless the Tenderer is an exempted micro enterprise (EME) or a qualifying small enterprise (QSE), in which case the Tenderer may submit a sworn affidavit in accordance with the B-BBEE Act: Codes of Good Practice published in Government Gazette No. 36928. <i>Refer to below 8.5.4 B-BBEE Score Card</i>	20%
Functionality (pro-rated)	Technical/Functionality evaluation including tenderer track record and their client references	10%
Presentation (pro-rated)	If applicable	10%
Total		100%

7.2.3 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.

7.3 Price Points Calculation

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

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

Where:

- Ps = Points scored for comparative price of Tender Submission under consideration;
- 60 = Ratio allocated to pricing for scoring purposes;
- Pt = Comparative price of the Tender Submission under consideration; and
- Pmin = Comparative price of the lowest acceptable Tender Submission.

7.4 Other Information

7.4.1 A short list of potential Tenderers may be compiled after a review of all the Tender Submissions. Short listed Tenderers may be required to make a further online presentation to the University's tender evaluation committee members, at a time and venue to be advised by the University.

7.4.2 The University may elect to conduct a due diligence investigation on any Tenderer which may include but not limited to the following. This will inform risk elements.:

- Interviewing the Director/Manager of any Tenderer;
- Interviewing client references;
- Conducting on-site inspections and/or investigations (if not done so already);
- Tenderers maybe requested to provide access to information.

7.4.3 All Tenderers will be formally notified (successful or not) after the evaluation process has been completed and are requested not to contact the University in this regard.

PART D: SCOPE OF WORK



8 SCOPE OF WORK

- 8.1 The detailed scope of work is attached to the Tender Documents and marked Annexure A.
- 8.2 Tenderers must ensure that before submitting a Tender Submission that they are able to meet the University's requirements as set out in Annexure A.
- 8.3 **Note:** The University will not accept any variation to Annexure A.

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 Annexures C.1: Price Schedule 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 C.1 Price Schedule.
- 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. Pricing must be wholly inclusive of all costs including VAT.
- 10.5 Pricing must be wholly inclusive of all costs (including the rebate) related to the component and related to the delivery of the services of the total solution in accordance with Annexure A: Scope of Work.
- 10.6 **General:**
 - 10.6.1 The Tenderer's proposals must be in South African Rand inclusive of VAT and valid for a period of 180 (one hundred and eighty) days from the date of the Tenderer's Submission, subject only to the applicable Rate of Exchange (ROE).
 - 10.6.2 Please note that all costs must be firm from the date of receipt of purchase order issued by the University. Furthermore, no additional costs will be accepted by the University.
 - 10.6.3 Escalations per annum can be applied and clearly stated where applicable, similarly these would need to be fixed for the period for the items specified in C.1: Price Schedule. No price adjustments over the period quoted will be accepted other than ROE adjustments where they apply. The coverage period for all components is to become effective from the date of delivery acceptance as detailed in Annexures A: Scope of Work.
- 10.7 **Annual Escalation Adjustments:**
 - 10.7.1.1 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

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

10.7.2 Exchange Rate Fluctuations:

Apply the spot rate at the time of order as per the quotation provided. This may relate to a Rand or foreign currency order.

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. Tenderers must complete the required pricing worksheets and can provide alternative cost reduction methods that may benefit the University. These alternatives must be included in separate worksheet(s) in workbook: C.1. Price Schedules and/or in a separate information schedule.

10.9 PURCO Rebate:

The service fee that is invoiced and collected by PURCO SA on behalf of the University from the successful tender(s), will not be an additional cost added to the price that is charged to the University. This service fee is the successful tenderer's cost of doing business with the consortium, which is used to cover expenses incurred by PURCO SA, being an additional marketing resource, to assist the contracted suppliers to market their products and services to a vast PURCO SA Membership that is widely located across Southern Africa. Additionally, any service fees that remain, are distributed back to the member institutions as their back-end savings.

The successful Tenderer must provide a 2% service fee calculated on the total value of each invoice issued by the successful tender for or otherwise relating to the supply of goods and/ or performance of the Services to the University (including any additional/ad hoc goods supplied or services rendered, and including any extension of the service and/or renewal, payable to PURCO SA on submission of a relevant invoice to the University.

The successful Tenderer must send a copy of the monthly invoice and statement to both PURCO SA and the Institution by the tenth day of every month. Upon receipt of the monthly sales report from the successful Tenderer, PURCO SA shall invoice and claim from the successful Tenderer a minimum of 2% service fee based on the Rand value of the total monthly sales/service which is payable to PURCO SA within 30 (thirty) days of the invoice date. Quotation(s) for any additional services that hold financial implications must be submitted both to PURCO SA and to the University before implementation of such service. The additional services must be approved by the University and signed by both parties in writing.

Non payment of Rebate is viewed as a breach of contract.

Tenderers are required to be in good financial standing, meaning they must not have any negative credit listings. In addition, bidders must be in good legal standing, with no current or pending legal actions or disputes involving PURCO SA or any of its Members. Furthermore, in the event of any dispute or differing interpretation between the Bid Document, the Letter of Award, and the Lease Agreement, the Tender Document shall take precedence over all other documents.

10.10 Right to Offset

The supplier acknowledges and agrees to provide consent to the University to withhold and offset any outstanding amounts owed under this agreement. In the event that the supplier fails to fulfil its payment obligations to PURCO SA under this agreement and incurs an outstanding balance, the University reserves the right to offset any such amounts owed by the supplier against any outstanding amounts that the University owes to the supplier under this agreement or any other related agreements. The supplier hereby consents to such offset and acknowledges that the University may withhold and apply the owed amounts toward the outstanding balance without further notice or consent. The offset shall be carried out in a

reasonable and fair manner, and any remaining balance, if applicable, shall continue to be owed by the supplier.

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 or provide a letter of commitment that they will have appropriate insurance in place if awarded prior to contracting without any impact on submitted pricing. The Tenderer will have to establish its standard company insurance (please refer to Annexure B: Returnable Schedules and Documents) and details of:
- public liability; and/or
 - professional indemnity insurance; and/or
 - 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
 - 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:	TBC
Indicative Contract Duration:	36 (thirty-six) months
Classification and Type of Contract:	RFP
Penalties:	Penalty clauses is indicated in the contract if applicable
Fees and fee escalation:	Annual based on CPI for local goods or services and based on ROE for imported goods/services and the spot rate on that day.
Indicative Payment Terms:	<p>Provided that the University is satisfied that the successful tenderer has:</p> <ul style="list-style-type: none"> i) Adhered to all the Contract terms and conditions; ii) provided the goods and/or services that are fit for the purpose, for which they were procured and of suitable quality, on time and within the agreed Contract price;

- 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 3 (three) weeks of the tender award or the preferred Tenderer takes exception to certain terms in the Contract which the parties cannot agree to, the University reserves the right to cancel the award and select an alternative Tenderer.