

PROCUREMENT DOCUMENT

REQUEST FOR PROPOSAL (RFP)

ICT CISCO PANEL OF PROVIDERS FOR

SUPPLY AND INSTALL CISCO NETWORK INFRASTRUCTURE & MAINTENANCE AND SUPPORT OF THE CURRENT CISCO INFRASTRUCTURE

Reference No.:	Wits Tender 2025: 31	
Description:	Supply and Install Cisco Network Infrastructure & Maintenance and Support of the Current Cisco Infrastructure	
Issue Date:	13 July 2025	
Issued by:	Wits ICT	
Submission Date and Time:	4 August 2025	Time: 23h59 (Before Midnight)
Important Information:	Non-Compulsory Briefing Session	25 July 2025 @10h00

The tender is divided into the following components

Component 1	Panel Appointment	Supply and Install Cisco Network Infrastructure
Component 2	One SP Appointment	Maintenance and Support of the Current Cisco Infrastructure



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ATTACHMENTS:

List of Annexures	Description of Annexures
Annexure A	Scope of Work
Returnable Schedules and Documents	
Annexure B	Returnable Schedules and Documents
Annexure C	Pricing Schedule for ICT Component 1 and 2
Annexure D 1	Draft Tender Agreement for ICT Component 1
Annexure D 2	Draft Tender Agreement for ICT Component 2
Annexure E	WITS ICT Standards Document
Schedule 5A	References



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

1.2.1 The Information and Communication (ICT) department of the University of the Witwatersrand, invites Tenderers who are **Cisco certified gold partners** to submit proposals. This request has two (2) components.

1.2.2 **Component 1:** To appoint a panel of providers to Supply and Install Cisco Network Infrastructure as described in the **Annexure A: Scope of Work**.

Component 2: To appoint one (1) provider who will provide Maintenance and Support of the current Cisco Infrastructure.

1.2.3 These appointments are important in order to strengthen the capacity of ICT department to deliver strategic initiatives for the University.

No subcontracting and joint ventures will be allowed.

1.3 Tender Description

1.3.1 The primary operational objective is to appoint reputable providers to provide the detailed requirements of the University are described in the **Annexure A: Scope of Work**.

This is an open competitive tender process.

1.4 Procurement Strategy

1.4.1 **Component 1:** The University intends to appoint a panel of service provider who are Cisco approved Gold Partners (the work will be awarded based on a request for quote to the panel). 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. It is targeted to have a panel of 3 to 5 members appointed.

Component 2: The University intends to appoint one (1) of the service providers for Component 2. The service provider is selected from those who have been awarded to be part of the panel (Component 1). This service provider will provide Maintenance and Support of the Cisco current Infrastructure.

1.5 Pre-qualification Criteria

1.5.1 Tenderers who have suitable experience and are Cisco approved Gold Partners and demonstrated capacity in the required work activities in Supply and Install Cisco Network Infrastructure and Maintenance and Support of the Cisco Infrastructure 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: Component 1 and 2	Label as
It is compulsory that the Tenderer must:		
1.	provide Schedule 1: Signed Submission which has be signed by a duly authorised representative.	3A
2.	provide Company Registration document(s) - CIPC documents indicating the date of registration/incorporation, and a list of directors, partners, and members.	3B
3.	provide audited company financial statements for the past 3 (three) years in line with	3C



	Companies Act. The financial health of the tenderer will be assessed and inform risk elements that will be considered as part of the evaluation.	
4.	Provide a (current) Letter of Good Standing from its bankers and/or bank confirmation letter.	3D
5.	provide a current and valid Tax Clearance certificate/PIN issued by the South African Revenue Services.	3E
6.	provide VAT registration certificate (if applicable) or proof from SARS if VAT exempted or rationale if not VAT registered. The rationale will be considered for acceptability.	3F
7.	provide proof that it is in possession of a letter of good standing from the Compensation Fund or a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Disease (COIDA) Act No. 130 of 1993. The proof must be valid at the time of close of the Tender and a valid certificate must be produced at the time of award if the certificate expires between close of Tender and award.	3G
8.	provide their insurances. 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 or provide their commitment to having the insurance in place at time of contract conclusion if awarded with no impact on submitted pricing. The Tenderer will have to establish its standard company insurance.	3H
9.	provide proof of being a South African entity with an office located in the Gauteng region that includes the technical team. Provide a utility bill and/or lease agreement and or evidence of the office location meeting the Gauteng based requirement. This will be assessed for acceptability.	3I
No.	Functionality (including Technical) Mandatory Criteria Component 1 and 2	
It is compulsory that the Tenderer must provide:		
10.	A Track record meeting the requirements listed below. Tenderer must have a proven track record for supplying, installing and maintaining full network which includes the following: Cisco wired network, Cisco wireless Network and monitoring and Cisco security component at the scale indicated below: a) Cisco wired network (Min: 300 switches): At minimum 5 Years experience in installation and maintenance AND b) Cisco wireless network (Min:300 APs): At minimum 3 Years experience AND c) Cisco Security Components- (Cisco security component; including but not limited to the following: ISE, WSA, ESA & ASA): At minimum 3 Years experience. Include your latest installations and indicate your earliest installation (preceding five years) to help us determine if you qualify for the minimum track record as per above. Indicate your number of years' experience with respect to each of the three network areas above. Provide in Schedule 3J Template the detailed track record of client installations related to the above three components including the client's name, time period of the installation and a description for the installation, and the scale of installation (e.g. number of switches, number of APs etc.)	3J
11.	current certification by Cisco as a gold partner and have that status for a minimum of three (3) years. Provide proof of certificate.	3K
	Reference details as per Schedule 5 in Annexure B: Returnable Schedules and Documents for criteria 12 to 14 is required. Additional references will impact on your scoring. References will be confirmed and/or assessed for acceptability. Reference must be recent and within the last Five (5) years.	
12.	At minimum, the Tenderer must provide 1 (one) relevant acceptable reference where the following requirements were included at one client implementation project: the full network implementation and maintenance Cisco secured network which include the following Cisco wired network, Cisco wireless Network and Cisco security component.	3L
13.	At minimum the Tenderer must provide 3 (three) local relevant acceptable	3L



	reference where you have implemented a Cisco secured wired network at least one reference has a minimum of 300 switches .	
14.	At minimum, the Tenderer must provide 3 (three) local relevant acceptable reference where you have implemented a Cisco secured wireless Network where at least one reference has a minimum of 300 Access Points (APs) .	3L
15	evidence that that they currently have at minimum two (2) CCNP certified personnel with 3 years related/relevant experience. Valid Certification of the current relevant personnel must be attached with their CVs.	3M
16.	provides pricing as per Annexure C and complete both worksheets (Component 1 and 2) .	3N
	Other required documentation (non-mandatory but will be considered in the final stage of the tender)	
17.	The tenderer should provide their current, valid B-BBEE certificate (SANAS accredited) or Sworn Affidavit.	3O

- 1.5.3 The Tenderer's attention is drawn to the pre-qualification criteria which requires the Tenderer to provide the necessary evidence (please refer to **Annexure B: Returnable Schedules and Documents**) in order to be eligible, failure to do so will result in disqualification.
- 1.5.4 Tenderers who fail to provide the required schedules and documents will not have their Tender Submissions evaluated further.
- 1.5.5 Despite the above, the University reserves the right to request 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.

1.6 Tender Terms and Conditions

- 1.6.1 The [Tender Terms and Conditions](#) apply to and form an integral part of this Tender.
Full link: <https://www.wits.ac.za/media/wits-university/footer/about-wits/procurement/Tender%20Terms%20%20Conditions%2015.08.2020.pdf>
- 1.6.2 Words and phrases defined in the Tender Terms & Conditions shall also apply in the interpretation of the same words and phrases in this Tender, save where specifically otherwise indicated.

PART B: KEY INFORMATION

2 TENDER TIMELINE

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

No.	Description	Date / Period		
1.	Invitation to Tender notice release via print media	13 July 2025		
2.	Publication of Tender available on the University's Procurement website	14 July 2025		
3.	Briefing session Non-Compulsory briefing session will be held online via Ms Teams <table><tr><td>Date and time:</td><td>25 July 2025 10h00</td></tr></table> Online via Microsoft Teams Join the meeting now Meeting ID: 349 997 258 335 4 Passcode: 3X2sU3H9		Date and time:	25 July 2025 10h00
Date and time:	25 July 2025 10h00			
6.	Submission Date and Time	04 August 2025 23h59 (Before Midnight)		

- 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 and Submissions relating to the issue of the Tender Documents must be addressed to the following contact persons only: Tender Administrator at admin.tenders@wits.ac.za and to Doris Manyamalala (**Procurement Representative**) via e-mail: 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 the contact persons as indicated above.
- 4.4 The University will respond to requests for clarification received up to 5 (five) Business Days before the Submission Date and Time. Queries should be by email to admin.tenders@wits.ac.za and to 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. Submission is via email to the contact persons listed above. Refer to the link below for the instructions/protocol related to the submission.
Full Link: <https://www.wits.ac.za/media/wits-university/footer/about-wits/procurement/Electronic%20Submission%20Protocol%2015.08.2020.pdf>
 - 5.2.2 Tenderers must submit **Annexure C: Pricing** in an editable xls - Microsoft Excel file and a .pdf - PDF file.
- 5.3 Tenderers are urged to contact the University's Procurement Representative if unsure which mode of delivery applies to the Tender. The University will not be held responsible where the Tenderer incorrectly interprets the mode of delivery.
- 5.4 **Note:** The University will not accept any telegraphic, telephonic, telex, facsimile, physical submissions, and late submissions.



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 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:**
- 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)

- 7.1.1 The University has a defined minimum pre-qualification listed in the table under section 1.5 that must be met by the Tenderer in order for the University to accept the Tender Submission for evaluation.
- 7.1.2 The pre-qualification evaluation will be carried out by the University's tender evaluation committee members to determine which Tender Submissions are compliant or non-compliant with the requirements issued by the University as part of this tender process.
- 7.1.3 Where there is failure to comply with the pre-qualification criteria as set out in section 1.5 or the University is for any reason unable to verify whether the pre-qualification criteria are fully complied with, the University may disqualify the Tender Submission;
- 7.1.4 Tenderers that do not meet the pre-qualification criteria may not advance to the next stage of evaluation.
- 7.1.5 Please note that no points are allocated at this stage.
- 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: Functionality including Technical Evaluation

- 7.2.1 In this stage, the Tenderer must get a minimum of **80%**, in order to move on to the next stage of evaluation.
- 7.2.2 The evaluation of the Functionality Criteria of the Tender Submission will be based on the following criteria:



Functionality (including Technical) Response	Max Points
1. Track record	10%
Years of experience - Indicate your Years of experience related to the following services and substantiate with a reference and description of services provided. Reference information should detail the period related to when the services were provided, and describe the services, and provide contact information related to the client. You may submit more than one reference to substantiate your years of experience for the categories below. Additional years of experience above the required minimum illustrated in the prequalification phase, may result in additional point scoring. Complete Schedule 3J Template in Annexure B: Returnable Schedules and Documents 1A: Cisco Wired 1B: Cisco Wireless 1C: Cisco Security	
2. References	15%
Reference details will be provided as per summary in Schedule 5 in Annexure B: Returnable Schedules and Documents with supporting reference letters/templates (Schedule 5A). Additional references may impact on your scoring. References will be confirmed and/or assessed for acceptability. Reference must be recent and within the last Five (5) years.	
2A. At minimum, the Tenderer must provide 1 (one) relevant acceptable reference where the following requirements were included at one client implementation project: the full network implementation and maintenance Cisco secured network which include the following Cisco wired network, Cisco wireless Network, and monitoring. More relevant experience will advantageous.	5%
2B. At minimum, the Tenderer must provide 3 (Three) relevant acceptable reference where you have implemented a Cisco secured wired network at least one reference have a minimum of 300 switches. Endpoint count should be approximately 50 000. Clustered ISE and Firewalls, ESA and WSA setup. More relevant experience will advantageous.	5%
2C. At minimum, the Tenderer must provide 1 (one) relevant acceptable reference where you have implemented a Cisco secured wireless Network where at least one reference has a minimum of 300 Access Points (APs). More relevant experience will advantageous.	5%
3. Skills/Competencies related to Cisco qualified resources	30%
Resource competency (certification and years of relevant experience) and capacity related to the tenderer and the University's requirement will be assessed. Cisco Qualified resources with minimum 3 (Three) years related/relevant experience is expected; Provide all copies of valid certificates and CVs that show relevant years of experience via CV or CV summary for each of the points below.	



3A. CCNP (Wired, Wireless, Datacentre and Unified Communication) access to CCIE for escalation; Minimum of 3 CCNP certified personnel with 3 years related/relevant experience. At least 2 of the 3 must be CCNP wired. Indicate how many CCNP certified personnel you have with 3 or more years relevant experience.	10%
3B. CCNP(Security) access to CCIE for escalation; Minimum of 1 CCNP certified personnel with 3 years related/relevant experience. Indicate how many CCNP certified personnel you have with 3 or more years relevant experience.	10%
3C. CCIE – provide Years experience, type of implementation, Support/consultation clients, number of nodes they have supported (group them by type). Personnel should have at minimum 2 years' experience. Indicate how many CCIE certified personnel you have with 2 or more years relevant experience.	10%
4. New equipment and project installation: - The successful panel of service providers must have Cisco capabilities to install, support and maintain existing, new and integrated network and security infrastructure as described in Annexure A: Scope of Work and Annexure E: WITS ICT Standards Document. Provide process and a plan for each scenario listed below: This must take into account the requirements as listed in the Scope of Work and factor into consideration weekends, holidays and afterhours.	40%
4A. Project for additional/extensions for the existing network installations Provide the process and plan including your approach with detailed steps including but not limited to indicating resources to be used, equipment to be installed and timelines to ensure that the approach submission is within 1 business day after the scoping session. This is to ensure that the requirements you have in your approach matches what was communicated as requirements in the scoping session. The process and plan should also include the following elements: - Once the final bill of quantity has been determined, and communicated to panel members, quotations are to be provided within 7 business days. - Also ensure the validity of pricing is for a minimum of 30 calendar days and to ensure that the University's requirements are met. The completeness and comprehensiveness of the steps followed including adherence to the requirements as listed in the Scope of work and standards, will be assessed.	15%
4B. Project for new network installations Provide the process and plan including your approach with detailed steps including but not limited to indicating resources to be used, logistics, equipment to be installed and timelines to ensure that the detailed project plan is provided within 7 business days after the scoping session. This is to ensure that the requirements you have in your approach matches what was communicated as requirements in the scoping session. The process and plan should also include the following elements: - Once the final bill of quantity has been determined, and communicated to panel members, quotations are to be provided within 7 business days. - Also ensure the validity of pricing is for a minimum of 30 calendar days and to	25%



ensure that the University's requirements are met. • Ensure that the Equipment/Goods are ordered within 1 business day after Purchase Order (PO) is issued with price assurance/fixed • Project implementation commencement within 5 business days of equipment delivery to the University's premises. The completeness and comprehensiveness of the steps followed including adherence to the requirements as listed in the Scope of work and standards, will be assessed.	
5. Risks, assumptions, exclusions and dependencies and mitigations	5%
Backup and contingency plans should be included	
• Risks and dependencies and mitigations • Backup and contingency plans must be included Create a risk template for the Wits Environment detailing Risks, assumptions, dependencies, and exclusions your company might encounter during the engagement with Wits University and provide mitigations. The complexity, completeness and maturity of your information will be assessed. Consider risks related to the industry sector and the higher education sector. Illustrate your mitigations for the risks.	5%
Total	100%
Threshold	80%

7.3 **Stage 3: Price, Preference (B-BBEE) Evaluation and where applicable Consideration of Previous Stages**

7.3.1 Tenderers who scored a minimum of 80 points in stage 2 will be considered for stage 3 (final stage).

7.3.2 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. Pricing elements to be considered in this phase includes the mark-up% applied and the other elements detailed in the pricing schedule including the discount rates you receive from the OEM. The pricing/financial offer of the top 5 ranked tenderers qualified from functionality will be considered to inform the component 2 final scorecard calculation.

Price and B-BBEE and Consideration of Previous Stages	Documents Required	Weighting %
Price	Annexure C: Pricing to be completed	60%
B-BBEE	Please submit a current, valid B-BBEE certificate issued by a SANAS accredited verification agency unless the Tenderer is an exempted micro enterprise (EME) or a qualifying small enterprise (QSE), in which case the Tenderer may submit a sworn affidavit in accordance with the B-BBEE Act: Codes of Good Practice published in Government Gazette No. 36928.	10%
Functionality	Pro-rated	30%
Total		100%



7.3.3 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	8
Level 4 contributor	5
Level 5 contributor	4
Level 6 contributor	3
Level 7 contributor	2
Level 8 contributor	1
Non-Compliant contributor	0
Note: Non-compliant contributors or failure to provide certification substantiating the B-BBEE status level of contribution will result in the Tenderer being awarded zero (0) points for the preference point system.	

7.4 Price Points Calculation

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

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

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.

7.5 Other Information

- 7.5.1 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.
- 7.5.2 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 not is not limited to the products, services and service levels).

PART E: RETURNABLE SCHEDULES & DOCUMENTS

9 THE SUBMISSION OF RETURNABLE SCHEDULES & DOCUMENTS

- 9.1 The Tender Submission will be evaluated based on the information submitted as instructed through the returnable schedules and documents.
- 9.2 The Tenderer's Tender Submission must be composed according to, and in the sequence as set out in **Annexure B: Returnable Schedules and Documents**. Additional instructions are contained under the applicable sections per **Annexure B: Returnable Schedules and Documents**.
- 9.3 Tenderers must complete the returnable schedules in type-written format and submit them in PDF and/or Excel compatible (.xls) (where indicated).
- 9.4 Tenderers must ensure that all returnable schedules, documents, and certificates are legible, current, legally compliant and valid.



PART F: PRICING

10 PRICING INSTRUCTIONS

- 10.1 The pricing that the Tenderer submits will be considered the Tenderer's final pricing which will be included in the Contract. To prevent any uncertainty, Tenderers are hereby notified against furnishing all-inclusive pricing. 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 **all worksheets** 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 The pricing that the Tenderer submits will be considered the Tenderer's final pricing which will be included in the Contract.
- 10.5 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.
- 10.6 The Tenderer's proposals must be in South African Rands and valid for a period of 120 (one hundred and twenty) days from the date of the Tenderer's Submission
- 10.7 **Annual Escalation Adjustments and Pricing protocol:**
- Component 1**
- 10.7.1 The prices for the local services specified in **Annexure A: Scope of Work** will remain unchanged for the first 12 (twelve) months of the Contract. The annual escalation will be capped at CPI for local services and capped at a margin for imported goods. Thereafter, such amounts related to local services 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 will remain unchanged for a calendar month based on the exchange rate quoted for component 1 quotation requests. 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. The mark-up % is indicated on the pricing schedule and is the cap/maximum percentage to be applied to imported goods for the duration of the Contract.
- 10.7.2 **Component 2**
- 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.
- 10.7.3 **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.
- 10.8 **Exchange Rate Fluctuations:**
- 10.8.1 Tenderers agree that any escalation exchange rate fluctuations ("ROE") must be discussed and agreed with the University's duly representative in writing at the time of order award. The University reserves the right to refuse any exchange rate fluctuations ("ROE") fluctuations.
- 10.9 **Cost Savings:**
- 10.9.1 The University expects the Tenderer to be an active partner in generating ideas to reduce costs beyond



only price reductions. Alternative cost reduction methods must be included in a separate spread sheet in **Annexure C: Pricing**. Refer to the OEM discount clause below and note the related requirement.

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 their commitment to having the insurance in place at time of contract conclusion if awarded with no 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:
- 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:	1 January 2026 to 31 December 2030
Indicative Contract Duration:	5 years – 60 Months
Classification and Type of Contract:	Component 1: Professional Services Agreement.
Panel of Service Providers	The University reserves the right, in its sole and absolute discretion, to appoint the successful service provider(s) to a panel of pre-approved service providers for the possible provision of the deliverables described in the Contract. Appointment to such a panel shall not create any expectation, entitlement, obligation or guarantee of any work or engagement on the part of the University. The University retains the right, in its sole discretion, to allocate work (if any) to any panel member or to any other service provider in accordance with its internal policies, procedures, and applicable laws.
OEM Discount	The successful service provider(s) must ensure that any and all discounts, including but not limited to Original Equipment Manufacturer (OEM) discounts, educational discounts, or any other preferential pricing received or made available in respect of the goods and/or services supplied under the Contract, are fully and transparently passed on to the University for the duration of the Contract. The successful service provider(s) must not withhold, retain, or apply any such discounts for its own benefit, whether directly or indirectly. The University reserves the right to request written proof of such discounts at any time and to conduct an audit to verify compliance. Failure



	to comply with this provision will constitute a material breach of the Contract.
Classification and Type of Contract:	Component 2: Cisco Support and Maintenance Agreement

- 12.2 Any award made as a result of this Tender process will be governed by the regents of the Contract.
- 12.3 In the event that a Contract has been included in the Tender Documents (**see Annexure D1: Component 1 and Annexure D2: Component 2**) 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: Returnable Schedules and Documents** under the Contract Deviation Schedule. If a Tenderer does not clearly and conspicuously take an exception or propose a deviation to a specific term or condition, the Tenderer shall be bound by such term or condition in the event the award is made to it. The University reserves the right to in each instance to:
- 12.3.1 Accept the deviations or exceptions; or
- 12.3.2 Negotiate the deviations or exceptions; or
- 12.3.3 Reject a proposal with deviations or exceptions deemed unacceptable by the University at its option and in the exercise of its sole discretion.
- 12.4 The rejection or amendment by the Tenderer of any terms and conditions contained in the Contract may increase the risk to the University and will thus be taken into consideration when assessing the Tenderer's Tender Submission.
- 12.5 Tenderers should not provide or include their own contract, service level agreement or '*reserve the right to negotiate if the Tenderer is selected as the preferred service provider*' statement (the University will not consider this type of documentation). Tenderers must ensure that they follow the protocol as set out in section 12.3.
- 12.6 The Tender awarded will be conditional and subject to successful negotiations and signing of a written contract, failing which the University reserves the right to withdraw the Tender and to award another Tenderer without the need to repeat the same Tender process.
- 12.7 Should final contract negotiations with the preferred Tenderer not be concluded within **4 (four) weeks** of the tender award or the preferred Tenderer takes exception to certain terms in the Contract which the parties cannot agree to, the University reserves the right to cancel the award and select an alternative Tenderer.