



UNIVERSITY OF THE
WITWATERSRAND,
JOHANNESBURG

PROCUREMENT DOCUMENT

FOR

RFP - OFMD – HOT WATER SOLAR SYSTEM SERVICE AND MAINTENANCE

Reference No.:	Wits Tender / 2026:02	
Description:	OFMD – Hot Water Solar System Service and Maintenance	
Issue Date:	12 April 2026	
Issued by:	Operations and Facilities Management Department (OFMD)	
Submission Date and Time:	Date: 19 May 2026	Time: 23h59 (Before Midnight)
Important Information:	Compulsory Onsite Briefing Session	Date: 29 April 2026 @ 11h00

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ATTACHMENTS:

List of Annexures	Description of Annexures
Annexure A	Scope of Work
Annexure B	Returnable Schedules and Documents
Annexure C	Pricing Schedule
Annexure D	Draft Contract

PART A: TENDER OVERVIEW

1 TENDER OUTLINE

1.1 University's Background

The University of the Witwatersrand, Johannesburg (the “**University**”) is a leading university in Africa, as reflected by its international standing and the quality of its graduates, many of whom have played a major role in founding industries in South Africa, including sectors such as mining, financial services, and information technology. The University prepares students for managerial, professional and leadership positions in the public, private and non-governmental sectors. The University has more than 30000 students and approximately 6500 staff and is one of the biggest sources of skills in Africa.

1.2 Tender Background

The University's Operations and Facilities Management Department (OFMD) invites accredited and experienced Tenderers to perform preventative and corrective maintenance on hot water solar systems as required for 5 (five) years.

1.3 Tender Description

1.3.1 The primary operational objective is to appoint a reputable service to perform preventative and corrective maintenance on hot water solar systems installed in five major campuses and off-campus facilities, as described in Annexure A: Scope of Work.

1.4 Procurement Strategy

- 1.4.1 The University wishes to appoint a single service provider.
- 1.4.2 The University will consider a number of elements including but not limited to, the submissions, maintenance approach, capacity, competency, risk, price and B-BBEE to select the service provider.
- 1.4.3 This is an open, competitive tender process.
- 1.4.4 Subcontracting is permitted for the testing and maintenance of pressure vessels, subject to the University's prior approval.
- 1.4.5 No partnership or joint ventures will be permitted.

1.5 Pre-qualification Criteria

- 1.5.1 Tenderers who have suitable experience and demonstrated capacity in the required work of servicing, preventative maintenance and corrective maintenance or repairs of hot water solar systems may be eligible to participate in this Tender.
- 1.5.2 Only Tenderers who satisfy the pre-qualification criteria as set out in the table below should submit a Tender Submission, failure to do so will result in disqualification.

No.	Procurement Mandatory Criteria
	It is compulsory that the Tenderer:
1.	provides Schedule 1: Signed Submission which must be signed by a duly authorised representative of the company.
2.	must provide proof of your legal entity's registration documentation (e.g., CIPC) indicating the date of registration/incorporation, list of directors, partners, and members.
3.	must provide proof of valid SARS Tax Pin
4.	if applicable, provide a VAT Registration Certificate. Provide rationale if VAT is not applicable. This will be considered for acceptability.
5.	must 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.
6.	provides (current) Letter of Good Standing from its bankers and/or bank confirmation letter, on the bank's letterhead, dated, stamped, and signed with contact details
7.	must provide proof of valid Compensation for Occupational Injuries and Diseases Act (COIDA)

8.	provide their insurances — If your insurance does not meet these requirements at minimum, you need to provide a letter of commitment indicating that if you are awarded this contract you will meet the requirement with no impact on the pricing you submitted. Public liability to the value of at minimum R 21 million; and Product liability insurance to the value of at minimum R 5 million.
Functionality (including Technical) Mandatory Criteria	
It is compulsory that the Tenderer:	
9.	must have a track record for at least 5 (five) years for maintenance of hot water systems for commercial and industrial applications. Provide a client list indicating activity for the past five years. This will be assessed for acceptability. The university reserves the right to follow up and verify the information provided.
10.	must provide at a minimum of 3 (three) recent relevant local client reference letters where you have maintained hot water systems (references must be for commercial and industrial application). One reference must be for the Gauteng region. Reference letters must be associated with contract value of a minimum of R100 000.00 (excl. VAT) or more. References must be within the last five (5) years and will be assessed for acceptability.
11.	must provide Annexure C: Pricing schedule information.

1.5.3 The Tenderer's attention is drawn to the pre-qualification criteria which requires the Tenderer to provide the necessary evidence (please refer to Annexure B: Returnable Schedules and Documents) to be eligible, failure to do so will result in disqualification.

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

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

1.6 Tender Terms and Conditions

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

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

1.6.2 Words and phrases defined in the Tender Terms & Conditions shall also apply in the interpretation of the same words and phrases in this Tender, save where specifically otherwise indicated.

PART B: KEY INFORMATION

2 TENDER TIMELINE

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

No.	Description	Date / Period
1.	Invitation to Tender notice release via print media	12 April 2026
2.	Publication of Tender available on the University's Procurement website	13 April 2026 14h00
3.	NON-COMPULSORY REGISTRATION Note that any amendments or additional information related to this tender will be made available on the University's website and tender page. Ensure that you check the site on a regular basis for updates.	
4.	Compulsory Onsite Briefing Session Date and time: 21 April 2026 11h00 Onsite: Procurement Office, Facilities and Services Building, Braamfontein, West Campus Refer to http://www.wits.ac.za/about-wits/tenders/ for the directions. Note: it is compulsory that the person/s that will be working on the submission attend the onsite briefing session.	
5.	Submission Date and Time	05 May 2026 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 accordance with Section 6 of the Tender Terms and Conditions, the University may issue amendments until 3 (three) Business Days before the Submission Date and Time.

3 UNIVERSITY CONTACT INFORMATION

Queries relating to the issue of the Tender Documents must be addressed to the Tender Administrator at admin.tenders@wits.ac.za and Bonolo Mpshe (**Procurement Representative**) via e-mail: bonolo.mpshe@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 6),

4.2.3 develop a strong understanding of the University's Scope of Work detailed in 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 parties indicated in section 4 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 sent by email to the parties indicated in section 4 above. Please note that additional information supplied to anyone Tenderer may also be provided to other Tenderers via e-mail.
- 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 by Email to the contact persons indicated above.
- 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 - Microsoft Excel file and a .pdf - PDF file.
- 5.3 Tenderers are urged to contact the University's Procurement Representative if unsure which mode of delivery applies to the Tender. The University will not be held responsible where the Tenderer incorrectly interprets the mode of delivery.
- 5.4 For the avoidance of doubt, 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 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 regarding the goods and/or services.
- 6.2 **Evaluation Procedure:**
- 6.2.1 The University may request additional information, clarification, or verification in respect of any information contained in or omitted from a Tenderer's Tender Submission and this information will be requested in writing.
- 6.2.2 The University may enforce whatever measures it considers necessary to ensure the confidentiality and integrity of the contents of the Tender.
- 6.2.3 The University will evaluate the proposals with reference to the University's set and approved evaluation criteria as indicated in these Tender Documents.

7 EVALUATION CRITERIA

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

- 7.1.1 The University has a defined minimum pre-qualification listed in the table under section 1.5 that must be met by the Tenderer 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: Functional including Technical Evaluation**

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

No.	Criteria	Weight
1	Track Record /Experience	Maximum 15 Points
1.1	Must submit evidence of company experience involving the servicing and maintenance of hot water systems in the last 5 years for commercial and industrial applications. Provide your information for this section in Annexure B Returnable Schedule, Schedule 5A	15 Points
2.	References	Maximum 15 Points
2.1	Must submit a minimum of 3 (three) recent relevant local client references where you have maintained hot water systems (references must be for commercial and industrial applications). References must be within the last 5 (five) years. One reference must be in the Gauteng region. One reference must be at minimum a similar requirement stated in the Scope of Work. Provide your information for this section in Annexure B Returnable Schedule, Schedule 5B	15 Points
3	Competency & Capacity of Proposed Technical Lead Technician (Attach CVs, Relevant Accreditations and Certifications)	Maximum 20 Points
3.1	The tenderer must provide one of the following as Lead technician: a) Service/ contracts manager: with NQF 5 or higher in mechanical or electrical engineering. b) Plumber: with 5 years' experience. To submit CV and trade test information. c) Electrician: with NQF level 5 or higher, a minimum of 5 years' post registration experience, relevant gas boilers experience, and registration with the Department of Labour (wireman's license). Provide your information for this section in Annexure B Returnable Schedule, Schedule 5C	20 Points
4	Plant and Equipment	Maximum 10 Points
4.1	Proof of ownership for two or more vehicles, allowing for services to be provided. Artisans have access to calibrated electrical and mechanical e.g. testing instruments, calibrated manometers, leak detection solution, etc. Provide your information for this section in Annexure B Returnable Schedule, Schedule 5D	10 Points
5	Quality Management	Maximum 10 Points
5.1	The bidder must provide proof of implementing a quality management system(s), preferably a quality management certification such as ISO 9001:2015. A Quality Management Plan will be deemed acceptable. Provide your information for this section in Annexure B Returnable Schedule, Schedule 5E	10 Points

6	Risk/Assumptions/Dependencies/Exclusions (RADE)	Maximum 10 Points
6.1	Create a risk template for the Wits Environment detailing possible Risks, assumptions, dependencies and exclusions your company might encounter during the engagement with Wits University and provide possible mitigations. The complexity, completeness and maturity of your information will be assessed. Consider risks related to the industry sector and the higher education sector Provide your information for this section in Annexure B Returnable Schedule, Schedule 5F	10 Points
7	Proximity to University location	Maximum 20 Points
7.1	This criterion evaluates the proximity of the tenderer's workshop to the University, with the general location being Braamfontein. Points will be allocated based on the distance between the tenderer's address and the University's location within Braamfontein. This assessment ensures that proximity is considered when awarding the tender, considering the convenience and accessibility of the tenderer's location in relation to the University. The University may verify the location. Provide your information for this section in Annexure B Returnable Schedule, Schedule 5G	20 Points
	Total	100%
	Threshold	70%

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 **70** 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:

Price and B-BBEE and Consideration of Previous Stages	Documents Required	Weighting %
Price	Annexure C: Pricing to be completed	60%
B-BBEE	Please submit a current, valid B-BBEE certificate issued by a SANAS accredited verification agency unless the Tenderer is an exempted micro enterprise (EME) or a qualifying small enterprise (QSE), in which case the Tenderer may submit sworn in affidavit in accordance with the B-BBEE Act: Codes of Good Practice published in Government Gazette No. 36928.	20%
Functionality	Prorates	20%
Total		100%

7.3.3 *B-BBEE Score Card*

B-BBEE Status Level Contributor	Number of Points (20% B-BBEE system)
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.	

7.4 Price Points Calculation

A maximum of 60 = X 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 the comparative price of Tender Submission under consideration;
X = Ratio allocated to pricing for scoring purposes;
Pt = Comparative price of the Tender Submission under consideration; and
Pmin = Comparative price of the lowest acceptable Tender Submission.

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

PART E: RETURNABLE SCHEDULES & DOCUMENTS

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 (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: Price Schedule, must be used to submit the applicable pricing as indicated in these Tender Documents. NOTE: There are **multiple worksheets** in Annexure C for the BOQ that is required for you to complete. Note the 'Summary', 'Bill No. 1-Initial Inspection' and the individual worksheets referred to below.
- 10.2 Tenderers must show their pricing information using the pricing template and worksheets contained in Annexure C: Price Schedule.
- 10.3 Pricing must be submitted in editable and printable softcopy in both the original Excel compatible and PDF formats.
- 10.4 Tenderers hereby acknowledge and agree that in the event of their failure to specify a fee or price for a particular item within their submission, said item(s) will be deemed to be encompassed within the overall fees and/or prices submitted by the Tenderer.
- 10.5 Tenderers must carefully consider the provisions as set out in sections 11.6 , 11.7, and 11.8 when providing provisions.

10.6 Annual Escalation Adjustments:

10.6.1 Corrective Maintenance costing

- 11.6.1.1 Refer to the Pricing worksheets labelled with 'Adhoc' Bill Nos 2, 2A, 2B, 2C and 2D.
- 11.6.1.2 The prices for the local goods and/or services specified in Annexure A: Scope of Work will remain unchanged for the first 12 (twelve) months of the Contract.
- 11.6.1.3 The mark-up on the goods/material is capped at the mark-up indicated in the submitted pricing schedule subject to agreement with the University. This is related to each of the years indicated in the BOQ. Indicated mark-ups cannot be increased for an annual period.
- 11.6.1.4 The annual escalation related to local services is capped at the rates you have submitted for the particular year.
- Note: each of the required local services has a tab for each year of the contract. The rates you insert in the respective year will be applicable for that year only.

11.6 Preventative Maintenance plan costing

- 11.6.2.1 Refer to the Pricing worksheets labelled as Bills No 3. Weekly, No 4. Monthly, No 5. Bi-annual, No 6. Annual.
- 11.6.2.2 The prices for the services will remain unchanged for the first 12 (twelve) months of the Contract. Thereafter, the rates will be adjusted as per the indicated percentage(s) on the summary page of the bill of quantities.

11.7 Exchange Rate Fluctuations:

- 11.7.1 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 Contract award. The University reserves the right to refuse any exchange rate fluctuations ("ROE") fluctuations.

11.8 Cost Savings:

- 11.8.1 The University expects the Tenderer to be an active partner in generating ideas to reduce costs beyond only price reductions. Alternative cost reduction methods must be included in a separate spreadsheet in Annexure C: Pricing.

PART G: INSURANCE

12 INSURANCE REQUIREMENTS

- 12.1 A Tenderer must demonstrate that it has an adequate insurance cover to meet the minimum requirements as set out in the Scope of Work or obtain a letter of confirmation from its insurers indicating that the Tenderer

will qualify for adequate insurance cover to satisfy the minimum requirements or provide their commitment to having adequate 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:

- 12.1.1 The successful tenderer assumes all risks associated with damage, loss, or delay of the goods upon successful delivery by the successful tenderers at the designated location/site(s). The successful tenderer must obtain comprehensive insurance from a reputable insurer, covering the entire invoice value of each delivery. The insurance coverage must provide comprehensive protection until the goods are delivered to the designated delivery points/site(s) and the University has confirmed in writing that the goods are fit for purpose, undamaged, and meet the University's requirements. The University will not be liable for any expenses associated with insurance coverage concerning the successful tenderer's insurance costs as outlined herein.
- 12.2 Tenderers agree that should it be awarded as a successful service provider, that it shall always maintain insurance cover satisfactory to the University's insurance brokers. Proof of payment of premium for the respective policy shall be furnished annually to the University in the event the Tenderer is the successful service provider. This should not have an impact on the Tenderer's submitted pricing.

PART H: THE CONTRACT

13 THE CONTRACT

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

Indicative Contract Dates:	Start Date – End Date (TBC)
Indicative Contract Duration:	5 (Five) Years
Classification and Type of Contract:	Memorandum of Agreement

- 13.2 Any award made because of this Tender process will be governed by the regents of the Contract.
- 13.3 In the event that a Contract has been included in the Tender Documents (see Annexure D: Draft Contract) and if a Tenderer takes exception or wishes to propose a deviation to any term or condition in the Contract, it must be done clearly and conspicuously by referencing the specific clause number or the term or condition and by describing the exception or deviation in Annexure B under the Contract Deviation Schedule. If a Tenderer does not clearly and conspicuously take an exception or propose a deviation to a specific term or condition, the Tenderer shall be bound by such term or condition in the event the award is made to it. The University reserves the right to in each instance:
- 13.3.1 Accept the deviations or exceptions; or
- 13.3.2 Negotiate the deviations or exceptions; or
- 13.3.3 Reject a proposal with deviations or exceptions deemed unacceptable by the University at its option and in the exercise of its sole discretion.
- 13.4 The rejection or amendment by the Tenderer of any terms and conditions contained in the Contract may increase the risk to the University and will thus be taken into consideration when assessing the Tenderer's Tender Submission.
- 13.5 Tenderers should not provide or include their own contract, service level agreement or '*reserve the right to negotiate if the Tenderer is selected as the preferred service provider*' statement (the University will not consider this type of documentation). Tenderers must ensure that they follow the protocol as set out in section 13.3.
- 13.6 The Tender awarded will be conditional and subject to successful negotiations and the signing of a written contract, failing which the University reserves the right to withdraw the Tender and to award another Tenderer without the need to repeat the same Tender process.
- 13.7 Should a final contract negotiation with the preferred Tenderer not be concluded within 4 (four) weeks of the tender award or the preferred Tenderer takes exception to certain terms in the Contract that the parties cannot agree to, the University reserves the right to cancel the award and select an alternative Tenderer.