



UNIVERSITY OF THE
WITWATERSRAND,
JOHANNESBURG

PROCUREMENT DOCUMENT

FOR

RFP FOR WCCO- MASIDLENI DAIL MEAL PROGRAMME TENDER

Reference No.:	Wits 2024:18	
Description:	Masidleni Daily Meal Programme	
Issue Date:	01 September 2024	
Issued by:	Wits Citizenship and Community Outreach (WCCO)	
Submission Date and Time:	Date: 23 September 2024	Time: 23h59

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PART A: TENDER OVERVIEW

1 TENDER OUTLINE

1.1 University's Background

The University of the Witwatersrand, Johannesburg (the “**University**”) is a leading university in Africa, as reflected by its international standing and the quality of its graduates, many of whom have played a major role in founding industries in South Africa, including sectors such as mining, financial services and information technology. The University prepares students for managerial, professional and leadership positions in the public, private and non-governmental sectors. The University has more than 40000 students and approximately 6500 staff and is one of the biggest sources of skills in Africa.

1.2 Invitation to Tender

The Wits Citizenship and Community Outreach (WCCO) office, in the Centre for Student Development within the Division of Student Affairs at the University of the Witwatersrand, Johannesburg request proposals from qualified food service providers, catering companies, and other entities such as humanitarian and relief/aid organisations specializing in large-scale meal preparation and delivery, capable of supplying up to 1000 hot meals per term day to Wits University to tender for the supply of meals to support students experiencing hunger on campus.

1.3 Tender Background

A daily hot meal is currently required for up to 1000 students who are food insecure on campus. This is based on current funding. To note the demand for assistance with meals exceeds the supply.

Food insecurity among students is a growing concern and even a potential public health crisis. Many studies in the past years show alarming rates of food insecurity among students at universities in South Africa (Mabharwana, 2021; Munro et al., 2013; Sabi et al., 2020; Van den Berg & Raubenheimer, 2015; Rudolph et al., 2018). These studies have identified students' socio-economic status as contributing to the high rates of student hunger in South Africa.

Student hunger as a phenomenon is an accepted fact and a reality at Wits University as reflected in a study carried out with the entire 2019 first-time, first-year undergraduate student cohort (n=5 356). The study revealed that nearly a quarter of the students (23%) were experiencing food insecurity with hunger (Wagner et al., 2021).

The Division of Student Affairs in its quest to support student success, has since 2017 provided a food programme which comprises the Masidleni daily hot meal project for 1000 students per term day; a Wits Food Bank which distributes food parcels to students in need; and the Wits food gardens to make available vegetables for students.

The Wits Food Programme is run by the Wits Citizenship and Community Outreach (WCCO) office in the Centre for Student Development within the Division of Student Affairs at the University of the Witwatersrand.

A public tender is required to solicit proposals from entities who can prepare and deliver up to a 1000 (one thousand) hot meals per term day to Wits university. 1000 hot meals per term day is required from February/March until the end of exams in November. 400 Meals is delivered to the Education Campus and 600 meals to the East Campus. A term day refers to a teaching and learning day when students are on campus. For the academic year 2025, ± 185 term days are envisaged.

Reasonably priced nutritious meals are required to tend to the material need of food insecure students. University donations remain the main source of funding for the meal project; hence pricing of meals should consider limitations brought by this given the inconsistencies in donations.

1.4 Tender Description

The University's Division of Student Affairs through the Wits Citizenship and Community Outreach (WCCO) office in the Centre for Student Development, invites catering companies, food service providers, and other entities such as humanitarian and food relief/aid organisations specializing in large-scale meal preparation and delivery, capable of serving up to 1000 hot meals per term day to tender for the supply of meals to support students experiencing hunger on campus.

- 1.4.1 The provision of a minimum of 200 meals up to a maximum of 1000 individually packaged hot meals that are nutritious, tasty, well presented, cost-effective and delivered on time on every term day or as stipulated by the University's representative.
- 1.4.2 The service provider must comply with all applicable legislation in connection with the services and put in place such measures as may be prescribed in terms of legislation to ensure that food is safe for consumption
- 1.4.3 The service provider must hold a valid Certificate of Acceptability (COA) from the Department of Health for the entire duration of the awarded contract
- 1.4.4 In addition to section 1.4.3 the service provider must comply with all relevant food safety considerations, including but not limited to the Food, Cosmetics and Disinfectants Act of 1972, Regulation R638 and the Occupational Health and Safety Act no 85 of 1993.
- 1.4.5 The service provider must immediately inform the University and its duly authorized representative if there are any unforeseen changes in circumstances, or problems which are likely to impact on the provision of the meals.
- 1.4.6 The service provider must assign a staff complement sufficient both in numbers and skill to ensure due and proper performance of its obligations if successful as a service provider.
- 1.4.7 The service provider must always keep the channels of communication open.
- 1.4.8 The service provider must respond to WITS' request for meals by submitting a written response describing the meals to be provided and the price.
- 1.4.9 The service provider agrees if it is not able to provide a maximum of 1000 packaged hot meals per term day; within the prescribed time as set out in the request, WITS has the right to appoint another service provider to provide the meals. The service provider agrees that WITS will not be held liable for any damages, costs or any other repercussions directly or indirectly incurred by the successful service provider.

The contract is valid for a one academic year period – from February 2025 to end of exams in November 2025.

1.5 Procurement Strategy

The procurement strategy is to appoint preferably one (1) service provider who will have the capacity to satisfy the requirements as stipulated in the SoW (scope of work) in Annexure A. The contract will be for the period of one academic year from February 2025 to end of exams in November 2025.

1.6 Pre-qualification Criteria

- 1.6.1 Tenderers must have suitable experience and have demonstrated capacity in supplying meals for similar large-scale programs.
- 1.6.2 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.

1.6.3 The Tenderer must submit all the information required below in the Schedules:

Procurement Mandatory Criteria	
	It is compulsory that the Tenderer must:
1	provide the Schedule 1: Signed Submission which must be signed by a duly authorised representative
2	provide proof of their legal entity's registration documentation (e.g. CIPC or NPO certificate).
3	provide audited company financial statements for the past 2 (two) years, in line with the Companies act. Provide rationale if financial statements are not audited. This will be assessed for acceptability. The University reserves the right to request additional information if required to assess financial sustainability risks. This may impact on the qualification of your bid.
4	The Tenderer must provide (current) Letter of Good Standing from its bankers and/or bank confirmation letter.
5	provide a valid Tax Clearance certificate and a valid tax compliance status PIN or the rationale for tax exemption with supporting documentation. The rationale will be examined for acceptability.
6	provide Vat registration or rationale for vat exemption with supporting documentation. The rationale will be examined for acceptability.
7	The Tenderer must be a South African entity with a Gauteng presence.
8	Tenderer's meal preparation site must be within a 0-30 km radius from Wits University. Provide evidence thereof, by means of a utility bill or leasing or rental contract etc.
Functionality (including Technical) Mandatory Criteria	
	It is compulsory that the Tenderer must:
9	The Tenderer have a track record for at least two (2) years where a similar service has been provided, showing evidence of experience in handling large scale meals distributions, especially with educational institutions or large organisations. The track record will be assessed for relevancy. Attach Company Profile and indicate when the company started providing this service, duration and type of service provided, and for which clients.
10	The Tenderer must provide a minimum of two (2) references where a similar service has been provided as per the scope of work even if done at multiple client sites. At minimum one of the references should be a service that is provided on a continuous basis for a minimum of six months and where a minimum of 500 meals have been provided consistently daily (5days a week). References must be within the last 3 (three) years. References will be assessed for relevancy and acceptability.
11	Have a valid Certificate of Acceptability from the Department of Health to show evidence that this is in place for the indicated meal preparation site.
12	All food safety considerations must be adhered to, including the <i>Food, Cosmetics and Disinfectants Act of 1972, Regulation R638</i> and the <i>Occupational Health and Safety Act no85 of 1993</i> . Show evidence that audits are being conducted. The audit response will be assessed for acceptability.
13	The Tenderer must submit pricing according to the Pricing Schedule in Annexure C. The Tenderer must ensure that the cost of meals is in line with budget meals. The meal cost is expected to not exceed R25 per meal and quality must not be compromised.
14	The tenderer must provide their menu plan detailing the types of budget meals they can provide over a one-week (Monday to Friday) period. This must be in line with the following specification: a) 500g meal b) at least 120g-150g protein c) 50g vegetables and d) starch with each day having a different meal.

- 1.6.4 The Tenderer's attention is drawn to the pre-qualification criteria which require the Tenderer to provide the necessary evidence (please refer to Annexure B: Returnable Schedules) to be eligible, failure to do so will result in disqualification.
- 1.6.5 Tenderers who fail to provide the required schedules and documents will not have their Tender Submissions evaluated further.
- 1.6.6 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.

1.7 Tender Terms and Conditions

- 1.7.1 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>
- 1.7.2 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	Time
1.	Invitation to Tender notice release via print media	01 September 2024	
2.	Publication of Tender available on the University's Procurement website	02 September 2024	
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.	Non – Compulsory Online/Digital Briefing Session Date and Time: 11 September 2024 / 14h00 Microsoft Teams: Join the meeting now Meeting ID: 352 016 288 697 Passcode: waPvMz		
6.	Submission Date and Time	23 September 2024	23h59

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

3 INTENT TO SUBMIT A TENDER SUBMISSION AND COMPULSORY TENDERER REGISTRATION



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

4 UNIVERSITY CONTACT INFORMATION

Queries relating to the issue of the Tender Documents must be addressed to the Tender Administrator at admin.tenders@wits.ac.za and Sharon Pillay (Procurement Representative) via email: Sharon.pillay@wits.ac.za

5 DEVELOPING YOUR TENDER SUBMISSION

- 5.1 The Tender Documents set out the step-by-step process and conditions that apply.
- 5.2 Tenderers should take time to read and understand the Tender Documents, in particular:
 - 5.2.1 the Tender Terms & Conditions.
 - 5.2.2 the Tender Submission protocol (please refer to section 6);
 - 5.2.3 develop a strong understanding of the University's Scope of Work detailed in Annexure A;
 - 5.2.4 in structuring your Tender Submission consider how it will be evaluated, Part C: The Evaluation Process of this document describes the evaluation approach.
 - 5.2.5 important checklists are included in Annexure B: Returnable Schedules and Documents to assist Tenderers with the completion of their Tender Submission. Tenderers are required to tick the relevant boxes for verification purposes. Where information is not applicable, the symbols N/A must be inserted in the space provided.
- 5.3 Tenderers are advised to check the number of pages, and should any be missing or duplicated, or the reproduction indistinct, or any descriptions ambiguous, or this document contain any obvious errors they shall inform the persons listed in Section 4 above.
- 5.4 The University will respond to requests for clarification received up to 5 (five) Business Days before the Submission Date and Time. Queries should be by email to admin.tenders@wits.ac.za and Sharon.pillay@wits.ac.za
- 5.5 Please note that additional information supplied to anyone Tenderer may also be provided to other Tenderers via e-mail.
- 5.6 It must be noted that the University shall not be held liable for any loss or damage incurred to the Tenderer should the Tenderer fail to fulfil the requirements of the Tender.

6 SUBMITTING YOUR TENDER SUBMISSION

- 6.1 Tender submissions will be electronic via the admin.tenders@wits.ac.za email. No hard copy, faxed, physical submissions will be accepted by the University:
- 6.2 The mode of delivery for submission is set out below and will apply to this Tender:
- 6.3 Electronic Submissions:
 - 6.3.1 The [Electronic Submission Protocol](#) will apply to this Tender.

Full Link:

<https://www.wits.ac.za/media/witsuniversity/footer/aboutwits/procurement/Electronic%20Submission%20Protocol%202015.08.2020.pdf>

- 6.4 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

7 EVALUATION METHODOLOGY

7.1 The University will apply a multi-criteria approach in evaluating the prospective Tender Submissions. It is envisaged that the following core criteria (not complete and in order of preference) will amongst others form the basis of the tender evaluation:

- 7.1.1 The financial offer.
- 7.1.2 The Tenderer's ability to match service requirements as set out in Annexure A: Scope of Work and adequate client liaison.
- 7.1.3 The type of organisation and the number of years in operation in the industry.
- 7.1.4 The track record and experience of the Tenderer.
- 7.1.5 The Tenderer's contactable client references.
- 7.1.6 The competence of the proposed management, project managers and staff of the Tenderer.
- 7.1.7 Accuracy and presentation of the calculations which must be sufficient for comparison purposes.
- 7.1.8 Financial ability of the Tenderer to provide the goods and/or services and to meet its contractual obligations.
- 7.1.9 Adequate insurance coverage regarding the goods and/or services.

7.2 Evaluation Procedure:

- 7.2.1 The evaluation phase includes the prequalification phase for procurement, technical and functional elements.
- 7.2.2 The University may request additional information, clarification, or verification in respect of any information contained in or omitted from a Tenderer's Tender Submission and this information will be requested in writing.
- 7.2.3 The University may enforce whatever measures it considers necessary to ensure the confidentiality and integrity of the contents of the Tender.
- 7.2.4 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.

8 EVALUATION CRITERIA

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

- 8.1.1 The University has a defined minimum pre-qualification listed in the table under section 0 that must be met by the Tenderer for the University to accept the Tender Submission for evaluation.
- 8.1.2 The pre-qualification evaluation will be carried out by the University's tender evaluation committee members to determine which Tender Submissions are compliant or non-compliant with the requirements issued by the University as part of this tender process.
- 8.1.3 Where there is failure to comply with the pre-qualification criteria as set out in section 1.8 or the University is for any reason unable to verify whether the pre-qualification criteria are fully complied with, the University may disqualify the Tender Submission.
- 8.1.4 Tenderers that do not meet the pre-qualification criteria may not advance to the next stage of

evaluation.

8.1.5 Please note that no points are allocated at this stage.

8.1.6 **Note:** Documents submitted in support of this Tender must be documents of the Tenderer's entity. It is not permitted that documents submitted pertain to different companies or business units within a group.

8.2 Stage 2: Functional Evaluation including Technical Evaluation

8.2.1 In this stage, the Tenderer must score a minimum of **70%** to move on to the next stage of evaluation as per the pre-qualification requirement.

8.2.2 The evaluation of the Functionality Criteria of the Tender Submission will be based on the following criteria which tenderers should provide supporting information for:

No	Functionality Criteria	Maximum Points Allocated
1	Track record and experience	<i>Maximum Points</i>
	The Tenderer have a track record for at least two (2) years where a similar service has been provided, showing evidence of experience in handling large scale meals distributions, especially with educational institutions or large organisations. The track record will be assessed for relevancy. The greater the number of years, the greater the points to be allocated	20
2	Sustainability	
	The Tenderer's financial statements will be assessed to determine going concern / sustainability. Any evidence to support this can be provided. The University reserves the right to request additional information if required to assess financial sustainability risks. This may impact on the qualification of your bid.	10
3	Food Service Requirements	
	The service provider must submit a one-week menu plan (Monday to Friday) including a variety of meals. The Tenderer's one-week varied menu plan will be assessed for acceptability including but not limited to factors such as variety and nutritional value.	20
4	Transportation of meals	
	The Service Provider must provide evidence of their ability to transport food to WITS in a manner that is approved, ensuring the prevention of cross-contamination, temperature deviations (e.g. hot boxes/cold storage etc.), and addressing other potential risks. Include the vehicle details. The Tenderer's ability to deliver and distribute meals efficiently, effectively and on time will be assessed.	30
5	Capacity and resources of the service provider and training and development plan of staff	

	Provide an organogram of the proposed team that would be providing the service, summarising the roles and responsibilities of the proposed team and indicating the key representative who would be liaising with the University representatives. The volume and appropriateness of the team composition will be assessed for acceptability.	10
6	Risks, Assumptions, Dependencies & Exclusions (RADE)	
	Provide a contingency plan for all unforeseen events to ensure business continuity – strikes, load shedding, water crisis, religious holidays or any other disastrous events, and the mitigations/contingencies in place to address those risks.	10
	TOTAL POINTS FOR FUNCTIONALITY	100

8.3 **Stage 3 Site Visit and Tasting**

- 8.3.1 This phase of assessment follows the technical compliance/functionality stage in the evaluation process and only successful Tenders that have met the minimum requirements in the technical/functionality stage will be considered. Further thresholds may be applicable at this stage.
- 8.3.2 The University may elect the top-ranked Tenderers to visit their premises and tasting. The top tenderers will be shortlisted based on the proposed functionality criteria.
- 8.3.3 A question-and-answer session is part of this phase.

8.4 **Final Stage: Price**

- 8.4.1 Tenderers who met the thresholds in the previous stages will be evaluated further.
- 8.4.2 In this final stage, the criteria elements below will be considered. Therefore, a Tenderer's Tender Submission will be evaluated based on the weightings set out below and indicated formulae:

Price	Documents Required	Weighting %
Price	Annexure C.1: Price Schedules to be completed	100%
Total		100%

The University reserves the right to disqualify any bids that are deemed to be unaffordable.

B-BBEE information

The University kindly requests that you submit your B-BBEE information. This is for information purposes only and will not be incorporated into the scoring. Refer to Annexure B the returnable schedule to label the document appropriately.

8.5 **Price Points Calculation**

A maximum of 100 = 100 points is allocated for price on the following basis:

$$PS = 100 \left\{ 1 - \frac{Pt - Pmin}{Pmin} \right\}$$

Where:

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

8.6 Other Information

- 8.6.1 All Tenderers will be formally notified (successful or not) after the evaluation process has been completed and are requested not to contact the University in this regard.
- 8.6.2 The detailed evaluation results and Tenderer ratings will not be published or made available to anyone.

PART D: SCOPE OF WORK

9 SCOPE OF WORK

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

PART E: RETURNABLE SCHEDULES & DOCUMENTS

10 THE SUBMISSION OF RETURNABLE SCHEDULES & DOCUMENTS

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

PART F: PRICING

11 PRICING INSTRUCTIONS

- 11.1 The pricing that the Tenderer submits will be considered the Tenderer's final pricing which will be included in the Contract. The Excel spreadsheet that is Annexure C: Pricing must be used to submit the applicable pricing as indicated in these Tender Documents.
- 11.2 Tenderers must show their pricing information using the pricing template contained in Annexure C: Pricing
- 11.3 Pricing must be submitted in editable and printable softcopy in both the original Excel compatible and PDF formats.
- 11.4 Tenderers hereby acknowledge and agree that in the event of their failure to specify a fee or price for a particular item within their submission, said item(s) will be deemed to be encompassed within the overall fees and/or prices submitted by the Tenderer.
- 11.5 Tenderers must carefully consider the provisions as set out in sections 11.6, 11.7, and 11.8 when providing provisions.
- 11.6 **Annual Escalation Adjustments:**
- 11.6.1 The pricing is fixed for the annual contract period. Escalations will be annual and based on CPI if the contract is extended for a further period.
- 11.7. **Cost Savings:**
- 11.7.1 The University expects the Tenderer to be an active partner in generating ideas to reduce costs beyond only price reductions. Alternative cost reduction methods must be included in a separate spreadsheet in Annexure C: Pricing.

PART G: INSURANCE

12 INSURANCE REQUIREMENTS

- 12.1 A Tenderer **must** demonstrate that it has an adequate insurance cover to meet the minimum requirements as set out in the Scope of Work **or obtain a letter of confirmation from its insurers** indicating that the Tenderer will qualify for adequate insurance cover to satisfy the minimum requirements **or provide their commitment to having the insurance in place at time of contract conclusion if awarded**. 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 coverage 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	01 February 2025
Indicative Contract Duration:	One (1) year, with the possibility of renewal
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 If a Contract has been included in the Tender Documents (see Annexure E: 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 to:

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