

1 APPLICATION

- 1.1 Words and phrases defined in the [Tender Terms & Conditions](#)¹ shall also apply in the interpretation of the same words and phrases in the Electronic Tender Submission Protocol, save where specifically otherwise indicated.
- 1.2 Email or any other electronic platform may be considered as a method by the University to receive Tender Submissions from Tenderers for all types of solicitation methods.
- 1.3 This document is intended to assist Tenderers in understanding:
 - 1.3.1 the risks associated with submitting an emailed or electronic Tenderer Submission;
 - 1.3.2 the pitfalls that should be avoided when submitting an emailed or electronic Tender Submission; and
 - 1.3.3 specific terms and conditions that apply to an emailed or electronic Tender Submission.
- 1.4 Although electronic submission platforms are commonly used and emails are sent every day without incident; however, there are several risks that could occur and delay the receipt of a Tender Submission.
- 1.5 Never assume that a Tender allows for an emailed or electronic Tender Submission.
- 1.6 Emails or an electronic platform should only be used as a delivery mechanism when the Tender expressly allows for it or where the University has notified Tenderers in writing.
- 1.7 Delays can occur when a Tender Submission moves from server to server between the sender and the recipient, meaning that the time when a Tender Submission is received in the University's server can be later – and sometimes considerably later – than the time when it was sent.
- 1.8 Never assume which email address or electronic platform is being used for Tender Submission.
- 1.9 Carefully read the instructions as set out in the Tender Documents and ask questions well in advance of the Submission Date and Time if the Tender is not clear. If uncertain, Tenderers must direct all questions to the named Procurement Representative as indicated in the Tender.
- 1.10 Tender Submissions that are emailed to any address other than the one expressly stated for the purpose may be rejected as missing a mandatory requirement of the Tender.

2 PROTOCOL

- 2.1 The University will only accept the following file extensions: **.zip** - [Zip](#) compressed file², **.doc** and **.docx** - [Microsoft Word](#) file³, **.pdf** - [PDF](#) file⁴, **.xls** - [Microsoft Excel](#) file⁵ and **.mp4** - [MPEG4](#)⁶ video file when email or electronic Tender Submissions are permitted.
- 2.2 Avoid emailing or sending a Tender Submission electronically in the last 60 (sixty) minutes that the Tender is open. Sufficient time should be left prior to closing to ensure that the Tender Submission was received, and to resubmit before closing if a problem occurs.
- 2.3 The University's server has technical and security limitations on the size and type of files that will be accepted. The University's server cannot accept Tender Submission containing zip files or attachments that exceed 20 MB. Therefore, please split attachments over multiple emails when exceeding the size limit.
- 2.4 Where applicable, subject lines must be used to identify the Tender Submission. Tenderers must use the following identification format:

Number of Email Sent | Tender Reference Number | Tender Short Description | Tenderers Company Name

For example Email 1 of 4 | Wits Tender / 2020:1| ICT Audio Visual Core Refresh: Enterprise | Joe Soap Pty Ltd
- 2.5 Tenderers must ensure that all returnable schedules, annexures and any other documentation that form part of the Tender Submission are completed and labelled correctly and included in one submission, for example, Annexure B: Returnable Schedules and Documents | Joe Soap Pty Ltd, Annexure C: Pricing | Joe Soap Pty Ltd, etc. If Tenderers are unsure of this requirement and prior to its Tender Submission, please contact the Procurement Representative as set out in the Tender.
- 2.6 The University's server has protocols whereby a Tender Submission may be investigated as potential spam or containing a virus / malware. Such protocols may result in a Tender Submission being sent late. The University's server is designed to reject any Tender Submission that is considered spam or that contains a virus or malware. Tenderers must ensure that their Tender Submission including all attachments do not include a virus or malware (please ensure that the Tender Submission including all attachments pass through an Email Antivirus Scan prior to sending it to the University).
- 2.7 Do not assume that the Tender Submission has been received. Where appropriate, Tenderers must ensure that all emails are sent with a read and delivery receipt request. If a Tenderer is unsure how to send an email with a read and delivery receipt search online for instructions specific to the Tenderers email system (e.g. [Outlook](#)⁷, [Gmail](#)⁸, etc.).
- 2.8 Do not ignore any error message received from the University's server regarding the rejection of a Tender Submission. If such a message

¹ <https://www.wits.ac.za/about-wits/tenders/contracts/>

² <https://www.computerhope.com/jargon/z/zip.htm>

³ <https://www.computerhope.com/jargon/m/microsoft-word.htm>

⁴ <https://www.computerhope.com/jargon/p/pdf.htm>

⁵ <https://www.computerhope.com/jargon/e/excel.htm>

⁶ <https://www.computerhope.com/jargon/m/mpeg4.htm>

⁷ <https://support.office.com/en-us/article/add-and-request-read-receipts-and-delivery-notifications-a34bf70a-4c2c-4461-b2a1-12e4a7a92141>

⁸ <https://support.google.com/mail/answer/9413651?hl=en>

is received prior to the Submission Date and Time, please immediately resend your Tender Submission. Note that this error email may come from a generic email address rather than the named contact or email address in the Tender.

- 2.9 If time permits prior to closing, possible remedies include:
- 2.9.1 If the collective size of the emailed attachments exceeds 20 MB, resubmit over multiple emails; clearly identify how many emails constitute the full Submission and how to collate the files.
 - 2.9.2 If the Tender Submission included zipped files, unzip or remove the files and resubmit over one or more emails (see section 2.9.1 if the files collectively exceed 20 MB).
 - 2.9.3 Resend the Tender Submission from a different email account.
 - 2.9.4 In addition, when sending the Tender Submission to the University copy yourself and/or a work colleague as proof that the Tender Submission was sent before the Submission Date and Time.

Note: none of the above-mentioned remedies will be available after the Submission Date and Time.

3 SPECIFIC TERMS & CONDITIONS

Tenderers agree to be bound to the following specific terms and conditions when submitting a Tender Submission via email or electronically.

- 3.1 The Tenderer acknowledges and agrees that:
- 3.1.1 all risks associated with an emailed or electronic Tender Submission is the Tenderers sole responsibility;
 - 3.1.2 it will comply with all the protocol as set out in section 2 above;
 - 3.1.3 the University will discard any email sent by the Tenderer:
 - 3.1.3.1 after the Submission Date and Time as communicated to the Tenderer;
 - 3.1.3.2 containing a virus or malware;
 - 3.1.4 there may be time delays in transmission between the Tenderers computer and the University's server when sending its Tender Submission;
 - 3.1.5 the University will not be held responsible for lost, delayed, misdirected, internet or computer malfunctions, errors in transmission or any condition beyond the control of the University which may cause the Tenderer Submission to be disrupted or corrupted;
 - 3.1.6 the University will not be held responsible for any loss of damage to any Personal Information or other data caused directly or indirectly by technical problems, power failures, unlawful acts (such as data theft), any harmful computer program or because of the Tenderers own negligence;
 - 3.1.7 the University will not be held responsible for any loss that results from any event which the University has no direct control; and
 - 3.1.8 it will not to hold the University and its Personnel responsible for any liability, loss, expense, claim, penalty or damage, whether direct, indirect, special, incidental, consequential or punitive damages in terms of any contract, delict (breach of a duty of care) or law, arising from its emailed or electronic Tender Submission.