



**Request for Proposal for the Provision of
Development and Maintenance of MIS System for the
period of thirty-six (36) months**

**TWO STAGE BIDDING- SEPARATE THE PROPOSAL
FROM THE FINANCIALS PROPOSAL**

BID NO: CHE/CS/10/01/2025.

Date Issued: 15 October 2025

Closing Date and Time: 05 November 2025 at 11:00 am
Compulsory Briefing Session: 22 October 2025 at 09:00 am, Door
closes at 09:15am.
at the address below
No.: 1 Quintin Brand Street
Perseus Technopark
Brummeria
Pretoria East
0020

Bid Validity Period: 90 days.

TENDER BOX ADDRESS:

The Council on Higher Education (CHE)
Reception Area
No.: 1 Quintin Brand Street
Perseus Technopark
Brummeria
Pretoria East
0020

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE COUNCIL ON HIGHER EDUCATION

BID NUMBER:	CHE/CS/10/01/2025	DATE OF ISSUE: CLOSING DATE:	15 October 2025 05 November 2025	CLOSING TIME:	11:00 am
DESCRIPTION	Provision of development and maintenance of MIS system for thirty-six (36) months.				
COMPULSORY BRIEFING SESSION	22 October 2025 at 09:00 (Door closes at 09:15am) Venue: 1 Quintin Brand Avenue, Persequor Park, Lynwood, Pretoria (Doors closes at 09:15)				
BID RESPONSE DOCUMENTS MUST BE SUBMITTED TO THE FOLLOWING ADDRESS:					
1 Quintin brand street Persequor Park Lynwood Pretoria East 0020					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Future Gumede		CONTACT PERSON	Luzuko Hute	
TELEPHONE NUMBER	012 349 3876		TELEPHONE NUMBER	012 349 3800	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Gumede.F@che.ac.za		E-MAIL ADDRESS	Luzuko.H@che.ac.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS SWORN AFFIDAVIT		LEVEL [TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
---	--	--	--

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO			
DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO			
DOES THE ENTITY HAVE PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO			
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO			
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO			
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.			

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1 Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.
1.2 All bids must be submitted on the official forms provided– (not to be re-typed) as listed under – paragraph 3.1 [mandatory requirements] below.
1.3 This bid will be evaluated in terms of the preferential procurement policy framework act, 2000, and the preferential procurement regulations, 2022 under the 80/20 preference points system.
1.4 This bid shall be governed by the general conditions of the contract (GCC) which can be obtained from the national treasury website: ocpo.treasury.gov.za/Resource_Centre/Legislation/General%20Conditions%20of%20Contract
1.5 Bidders who wish to claim the preference points should complete SBD 6.1 form in full. (attached).
1.6 The bid must be submitted with the following standard bidding documents: SBD 4 and SBD 1
1.7 The bid must be accompanied by a briefing session certificate as proof that they have attended the compulsory briefing session as indicated in part a above.
1.8 Copy of a BBBEE certificate issued by SANAS accredited verification agency or original certified sworn affidavit.
2. TAX COMPLIANCE REQUIREMENTS
2.1 Bidders must ensure compliance with their tax obligations.
2.2 Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of the state to verify the taxpayer's profile and tax status.
2.3 Application for tax compliance status (TCS) pin may be made via e-filing through the SARS website www.sars.gov.za .
2.4 Bidders may also submit a printed TCS certificate together with the bid.
2.5 In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate TCS CERTIFICATE / PIN / CSD Number.
2.6 Where no TCS pin is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

DATE:

.....

INTRODUCTION

1. PURPOSE OF THE REQUEST

CHE seeks to appoint a service provider that will render development and maintenance of the MIS system for a period of thirty-six (36) months

1.1.1. OBJECTIVES OF THE BID

CHE intends to select a preferred service provider for the services mentioned above based on the fulfillment of the specification requirements and competitive price that will be submitted.

2. ENQUIRIES

2.2.1. Should it be necessary for a supplier to obtain clarity on any matter arising from or referred to in this Bid document, please refer your inquiries, in writing, to the contact person(s) listed below. CHE reserves the right to place responses to such queries on the website.

Mr. Future Gumede	Telephone	012 349 3876
	E-mail	Gumede.F@che.ac.za

3. RESPONSE FORMAT

Suppliers shall submit the response per the **format specified below** together with a **formal proposal**; failure to do so may result in a disqualification of the bidder's response.

3.1 The Mandatory documents

Portfolio of Evidence or documents	Yes	No
3.2 Provide recent financial statement		
3.3 Proof of attendance of compulsory briefing session		

NB: Failure to meet all requirements above, the bidder(s) will be disqualified.

Schedule 1: Invitation to bid SBD 1
Schedule 2: Declaration of Interest – SBD 4
Schedule 3 **SBD 6.1** in terms of PPR of 2022

4. CHE's TERMS AND CONDITIONS OF THE BID

1. CHE's conditions of purchase shall apply.
2. No services must be rendered, or goods delivered before an official CHE Purchase Order form has been received or a service level agreement is signed.
3. Late and incomplete submissions will not be accepted.
4. The tax matter must be tax compliant as requested.
5. Responses to this bid must be submitted in a sealed envelope, clearly marked with the description and number of the bid.
6. CHE shall pay 30 days after receipt of an original invoice.
7. All invoices must be submitted to Finance.

5. TAX CLEARANCE REQUIREMENTS

- a) Bidders are required to submit a CSD report indicating the bidder's tax matters or CSD number.
- b) Failure to be tax compliant or fix tax matters within seven (7) days after receiving notification will disqualify your response to this bid.

6. EVALUATION CRITERIA

Will be an evaluation of price and preferences.

This bid will be evaluated in terms of the 80/20 preference point system prescribed by the Preferential Procurement Regulations, 2022. The allocation of points will be as follows:

Price	80
Specific goal:	
51% Black Owned	10
51% Ownership by Black Women	10
Total	100 points

NB It is the responsibility of the service provider to submit proof of specific goals.

5. PRICING REQUIREMENTS.

All prices must be quoted in South African Rand (ZAR) and the foreign currency amount applicable must be stated.

- a) The Supplier must indicate **clearly** which portion of the price is linked to the exchange rate.
- b) The cost of delivery and other charges must be included in the total price.
- c) Please note that CHE will require the successful bidder to obtain forward cover (where applicable) equal to this amount immediately upon receipt of a letter of acceptance.

6. REASONS FOR DISQUALIFICATION

CHE reserves the right to disqualify any bidder which does any one or more of the following,

- a. Suppliers who are not tax compliant within seven (7) days after sending the notification.
- b. Suppliers who submitted incomplete information and documentation according to the requirements of this Bid.
- c. who submitted information that is fraudulent, factually untrue, or inaccurate, for example, memberships that do not exist, BEE credentials, experience, etc.
- d. Supplier who received information not available to other vendors through fraudulent means; and/or
- e. Suppliers who do not comply with any other *requirements* as stipulated in this bid document.
- f. Suppliers who do not comply with the mandatory functional requirements suppliers who fail to sign their bid response or do not complete SBDs.
- g. CHE reserves the right to cancel or reject any quote and not to award the bid to the lowest bidder or award parts of the bid to different bidders, or not to award the bid at all.

DECLARATION BY BIDDER

the undersigned (NAME).....certify that:

- i. I have read and understood the conditions of this Bid.
- ii. I have supplied the required information and the information submitted as part of this Bid is true and correct.

.....
Signature

.....
Date

Capacity.....

7. BID EVALUATION CRITERIA AND METHODOLOGY

9.1 CHE reserves the right not to accept the lowest bid price from a service provider.

9.2 Similarly, CHE reserves the right not to select any of the prospective service providers submitting proposals.

9.3 CHE will take into consideration black economic empowerment, and proof of this to accompany the bid response.

9.4 The 80/20 preferential point system will be applied to evaluate the Bid.

EVALUATION CRITERIA: PRICE & PREFERENCES	
A: Pricing proposal	80 points
B: Specific goals as stipulated under SBD 6,1	20 points

SPECIFICATION / TERMS OF REFERENCE

SEE ATTACHED ANNEXURE A

PRICING SCHEDULE TO BE PUT IN A SEPARATE ENVELOP (FINANCIAL PROPOSAL)

Table A: Implementation Pricing

DESCRIPTION	NUMBER OF DAYS	RATE	TOTAL
Project Kickoff and Planning			
System Development			
Data Transfer or Migration			
Implementation			
Training			
Handover and Project Closeout			

NB: A detailed breakdown of the milestones and cost must be submitted on a separate envelope with the bid document in line with section 09 special conditions.

Table B: Rate breakdown for maintenance for 24 months as and when requested post implementation

Breakdown of Rates in terms of Level			
Service Type	Junior Level Rate per hr (VAT inclusive)	Mid- Level Rate per hr (VAT inclusive)	Senior Level Rate per hr (VAT inclusive)
Maintenance for as and when required; possible caps may apply based on budget as and when requested			

NOTES REGARDING PRICING

*The total contract amount (Total Development Cost plus Maintenance Cost in Table A) **must** be all-inclusive. This means all direct and indirect related costs must be included in the annual fee. No additional cost will be considered post-award of the bid. Note that failure to propose the fee will render the entire bid non- responsive and will result in the bidder scoring zero out of 80 points achievable on the price criteria.*

** Rate should based on the senior level rate per hour as per Rate breakdown Table (Table B).*

1. Compulsory/Mandatory Requirements

Gate 1:

Table C: Compulsory/Mandatory requirements:

Portfolio of Evidence or documents	Yes	No
1.1 Provide recent financial statement		
1.2 Proof of attendance of compulsory briefing		

NB: Failure to meet all mandatory requirements above, the bidder(s) will be disqualified.

Gate 2: Functionality Evaluation criteria and presentation

Gate 3: Price and specific goals

Only Bidders that have met the **compulsory requirements** in Gate 1 and Gate 2 will be evaluated in Gate 3 for price and specific goals. Price and Specific Goals will be evaluated as follows:

In terms of Preferential Procurement Regulations (2022) pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the **80/20** - preference point system in terms of which points are awarded to bidders based on:

- ❖ The bid price (maximum **80** points).
- ❖ Specific goals – 10 points for 51% black-owned companies and 10 points for 51% women-own companies (maximum **20** points)

1. BID EVALUATION CRITERIA

Bids will be evaluated as follows:

1.1 PREFERENCE POINT SYSTEM

The formula below will be used to calculate the preference points system:

This bid will be evaluated in terms of the 80/20 preference point system prescribed by the Preferential Procurement Regulations, 2022. The allocation of points will be as follows:

Where 80 points are for price and 20 points are for specific goals as per the below table.

Ps = Points scored for the comparative price of a bid under consideration

Pt = Comparative price of the bid or offer under consideration

Pmin = Comparative price of lowest acceptable bid

The table below reflects the number of points to be allocated to a bidder based on broad-based black economic empowerment contribution:

Price	80
Specific goal:	
51% Black Owned	10
51% Ownership by Black Women	10
Total	100 points

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors/trustees/shareholders/members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietors/directors/trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

.....
.....

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND
COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....	
Signature	Date
.....	
Position	Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS, AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the **80/20** preference point system.

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and specific goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black Ownership (51%)		10		
Black Women Ownership (51%)		10		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
☐ One-person business/sole propriety
☐ Close corporation
☐ Public Company
☐ Personal Liability Company
☐ (Pty) Limited
☐ Non-Profit Company
☐ State Owned Company
 [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process.
- (b) recover costs, losses or damages it has incurred or suffered because of that person's conduct.
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	

ANNEXURE A

CHE-MIS

REQUEST FOR PROPOSALS

FOR

Design, develop, implement, maintain, and support the Council on Higher Education (CHE): Management Information System (MIS) for a period of three (3) years with an option to renew for two (2) years.



Abbreviations

Acronyms	Description
CHE	Council on Higher Education
CoP	Community of Practice
HEQC	Higher Education Quality Committee
HEQSF	Higher Education Qualifications Sub-Framework
KPI	Key Performance Indicator
MIS	Management Information System
MVP	Minimum Viable Product
NLRD	National Learner Record Database
NQF	National Qualifications Framework
QAF	Quality Assurance Framework
QPCD	Quality Promotion and Capacity Development
RFP	Request for Proposal
RMPA	Research, Monitoring, Policy and Advice

TABLE OF CONTENTS

1. BACKGROUND.....	4
2. INTRODUCTION.....	4
3. PURPOSE.....	5
4. SCOPE	5
4.1 CONTEXT DIAGRAM	6
4.2 KEY FUNCTIONAL FEATURES	6
5. GENERAL REQUIREMENTS.....	7
5.1 REQUIRED SERVICE LEVELS	7
5.2 SOLUTION REQUIREMENTS	7
6. SCOPE OF WORK (HIGH-LEVEL FUNCTIONAL REQUIREMENTS).....	7
6.1 SYSTEM SECURITY, USER AUTHENTICATION AND AUTHORIZATION	7
6.2 ACCREDITATION ONLINE	8
6.3 QUALITY REVIEWS ONLINE	10
6.4 RESEARCH, MONITORING, POLICY AND ADVICE	10

6.5	INSTITUTIONAL PROFILES	12
6.6	COMMUNITY OF PRACTICE	12
6.7	HEQSF (HIGHER EDUCATION QUALIFICATIONS SUB-FRAMEWORK)	13
6.8	HEQC (HIGHER EDUCATION QUALITY COMMITTEE)	16
6.9	REPORTING AND DASHBOARDS	17
6.10	SITE VISITS	18
6.11	QAF STANDARDS MANAGEMENT	19
6.12	INTEGRATION	20
6.13	DELIVERY MILESTONES (HIGH-LEVEL)	20
6.14	POST IMPLEMENTATION PLAN	21
7.	MANDATORY REQUIREMENTS	21
8.	EVALUATION CRITERIA.....	22

1. BACKGROUND

The Council on Higher Education (CHE) is committed to advancing a robust and responsive quality assurance (QA) system that supports the evolving needs of South Africa's higher education landscape. Its strategic objectives are as follows:

- Develop and implement a future-oriented QA framework that is agile and adaptable to national planning priorities, policy developments, sectoral differentiation, and emerging workplace demands.
- Enhance the quality of higher education through active engagement with Higher Education Institutions (HEIs) and targeted initiatives under the Quality Promotion and Capacity Development (QPCD) programme.
- Support institutional innovation and responsiveness to both national imperatives and global trends, with the aim of fostering a more sustainable, inclusive, and equitable society.
- Establish a fully functional external quality assurance (EQA) system that is efficient, scalable, and aligned with available funding and human resource capacity—while enabling sector-wide analysis, benchmarking, and strategic intelligence.
- Integrate and align CHE's EQA functions to create a cohesive and comprehensive view of institutional QA performance. This integrated perspective will inform CHE's differentiated engagement approach with institutions, ensuring targeted support and oversight.

2. INTRODUCTION

CHE seeks to appoint a service provider to partner with us in our strategic digital transformation journey. A thorough business process review was conducted. This initiative resulted in the drafting of business requirements to support this strategic drive. Additionally, this review process highlighted the gaps in our current systems and limitations of doing some functions manually; as such, the following functions are identified as core to the implementation of the envisaged digital system:

- System security: User authentication and authorization
- Accreditation online
- Institutional Profiles
- Quality Reviews online
- Research, Monitoring and Advice
- Community of Practice
- HEQSF (Higher Education Qualifications Sub-Framework)
- HEQC (Higher Education Quality Committee)
- Reporting and Dashboards
- QAF Standards management
- Integration

The development and implementation of this system will also integrate to other internal and external systems to ensure seamless, secure and reliable data transfer and sharing.

- SAQA
- NLRD
- HEMIS
- Professional Bodies (where applicable)
- HEQCIS Higher Education Quality Committee Information System

3. PURPOSE

CHE is seeking a partnership with the service provider that can design, develop, implement, maintain and support CHE: MIS for a period of 3 years with an option of renewal for 2 years.

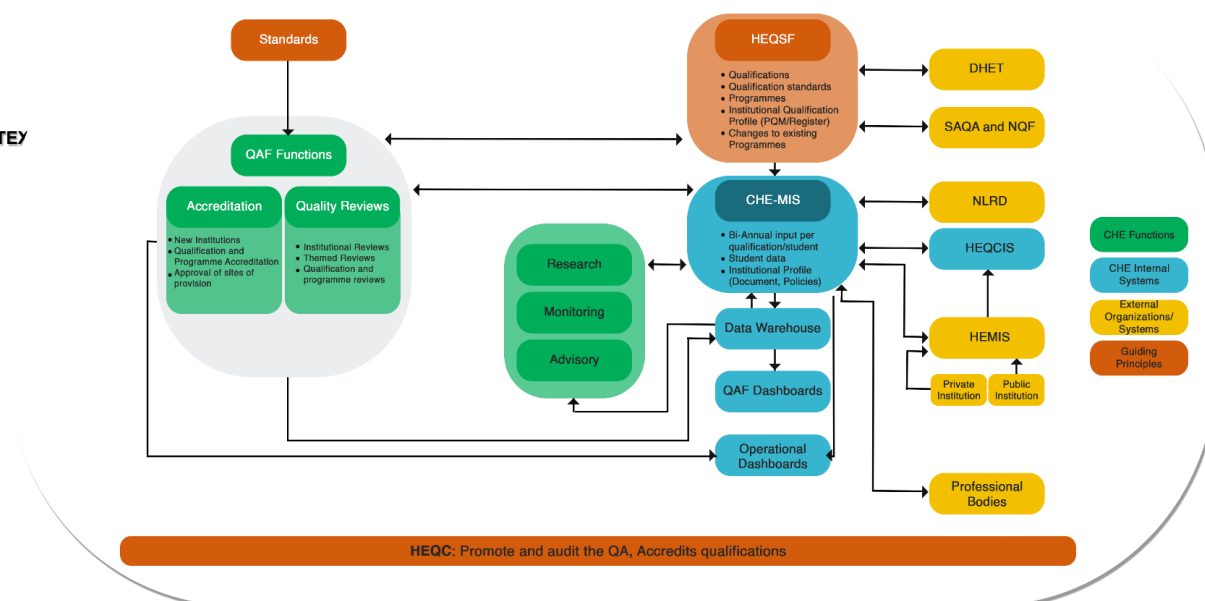
4. SCOPE

The scope of the include the following (not limited to):

- Analysis of the defined business requirements
- Solution architecture, that clear articulates the functional system modules, security and integration to other systems
- Drafting of user stories
- Design – this includes the data flows, user interfaces and databases
- Configuration of different environments (development, testing, production)
- Development of the solution
- Solution testing
- Deployments
- User training
- Post implementation support

CHE has adopted the strategic technology to be implemented on the Microsoft stack. The service providers are encouraged to use Microsoft in their proposed solutions to manage the maintenance and support of the system in the future. The CHE will prefer a cloud-based solution to manage the risk of service interruptions due to power failure or connectivity.

4.1 CONTEY



4.2 KEY FUNCTIONAL FEATURES

Sr #	Feature	Description
a)	User Access & Role Management	Ensure secure, role-based access across stakeholder groups
b)	Single Sign On	Integration with Azure AD and allow SSO for internal users
c)	Data Warehouse Integration	Centralize structured data for analytics and reporting
d)	Operational Dashboards	Provide real-time performance visualization using PowerBi
e)	Workflow Engine	Automate business processes, to include approvals and rejections.
f)	Audit Trail & Compliance Logging	Maintain transparency and accountability in all system activities
g)	Integration	The system should integrate to internal existing systems as well as external systems.
h)	eSigning	Provide an electronic signing capability for documents
i)	Scheduling	Ability to schedule projects/meetings, capture notes/minutes against each scheduled event. Preferably withing outlook.

5. GENERAL REQUIREMENTS

- Provide 24/7/365 client service support for all users, when required.
 - Provider must ensure a minimum of 99.8% system availability.
 - 5.1 ▪ The proposed solution must remain available during scheduled upgrades.
- REQUIRED SERVICE LEVELS**
- 5.2 ▪ The bidder/s shall be responsible for providing cloud, sizing, procurement, and installation for the proposed solution modules. **Cloud-based (All modules) and/or SAAS model** should be hosted in **South Africa**.
 - Licensing – the service provider must scope the required licenses for the implementation of the solution.
 - The design should support cross-browser rendering across all prominent operating systems (windows/ios/android/etc.) as well as platforms such as desktops, laptops, and mobile devices.
 - Have an Interactive dashboard to display user-specific information.
 - Reports for all modules (downloadable in various formats - Excel/PDF/etc).
 - Software and modules to be upgradable if installed on a server.
 - Hardware acquisition – If any hardware infrastructure is required, the service provider will provide the required hardware infrastructure.
 - Acquisition of SSL certificates.

6. SCOPE OF WORK (High-level Functional Requirements)

6.1 SYSTEM SECURITY, USER AUTHENTICATION AND AUTHORIZATION

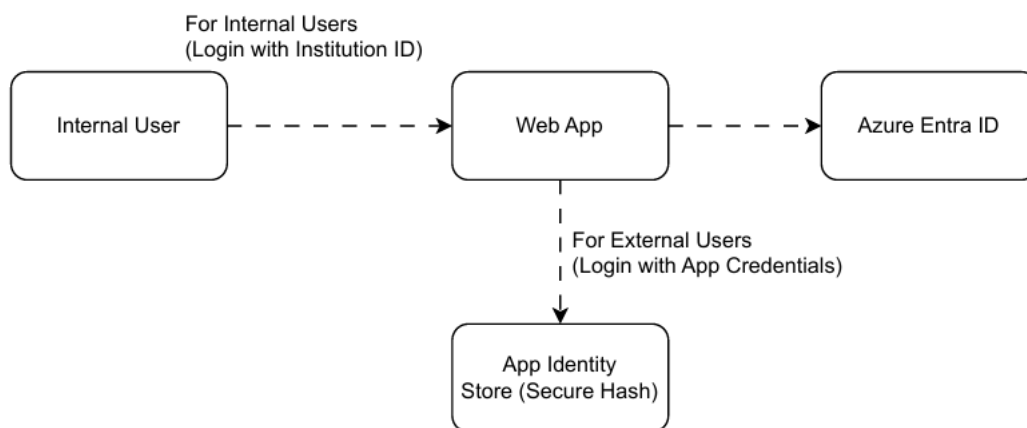
The system will be used by CHE internal users as well as external users.

- External users include communities of practice (contractors that are appointed based on a specific need or project), institutions of higher education staff (each institution will appoint certain people), users from other institutions such SAQA, professional bodies.
- Internal CHE users should be configured to use single sign on through Azure Entra ID (active directory).

The solution is required to implement “Least Privilege” principle: Users shall be granted the minimum level of access necessary to perform their authorized tasks. Key solution requirement requirements include (but not limited to):

- Build the administrative portal to assist Administrators to create, update and delete users. Additionally, the portal must allow them to manage access by assigning roles and privileges to users.
- The application must support authentication via Azure Entra ID (Microsoft Entra ID) using the OpenID Connect (OIDC) protocol for internal users.

- The application must support an alternative, secure authentication mechanism for external users. This could be a dedicated credentials store (e.g., application-managed identities with strong password hashing).
- For application-managed credentials (external users), passwords must adhere to a strong complexity policy. Never store passwords in plaintext.
- The application should support Multi-Factor Authentication (MFA).
- The application must implement role-based access control.
- The application must implement secure session management (Use secure, HTTP-only cookies for session tokens, Set a short idle timeout etc.).
- All data in transit must be encrypted.
- Sensitive data must not be exposed in client-side logs, URLs, or error messages.



6.2 ACCREDITATION ONLINE

Accreditation refers to the process of evaluating qualifications and programmes intended for offering by Higher Education Institutions (HEIs) in accordance with higher education practice standards (HEPS), qualification standards and the Criteria for Programme Accreditation by the CHE through the Higher Education Quality Committee (HEQC). Qualifications and programmes that meet the requirements will be conferred accredited status. Accreditation module has the following requirements:

- **Institutional Administrator:** The institutions will nominate an administrator that will have access to the system to perform the accreditation functions for that institution. The nomination and access granting process is described in detail in the Institutional profile requirements. Once the institution administrator has authentication credentials, they will login to the system.
- **Application Window/ timeframe:** The time frame in which accreditation applications can be made/submitted. CHE Accreditation Administrator should be able to create/define the application windows on the system. System should alert the CHE Accreditation Administrator annually (the beginning of calendar year) to create/capture the application window schedule.

- **Accreditation Application:** Web based Application form that the institutional administrator submits for accreditation. Example fields for the form, Acknowledgement of the terms on guidelines, CHE Reference No, Institution name, Provider type, Programme name, Site(s) of delivery, Date of submission, Qualification and programme information.
- **Resourcing/Work Planning:** The CHE will plan for resources (COP/ teams) based on the submitted applications.
- **Generate Invoice:** The invoice detailing the amount that the institutions should pay for the accreditation applications they submitted.
- **Check Payment:** Confirmation of payment by the institution. System should periodically check on SAGE by using the application reference if the payment is received. If payment is not received within the predefined payment due date, the system should send reminders to the institution and log the time stamp when sending reminders. If the payment due date has lapsed, the system should flag the application as “Non Payment” and cancel the application, the application cannot be processed further. The institution can re-submit in the next application window. The system should record the entire lifecycle of the application (audit trails).
- **Checklisting:** Verifying if all applications meet the required information and all attachments are verified. This is done together with SAQA
- **Peer evaluation by COP:** User form/screen that the COP captures the recommendation per qualification.
- **AC Agenda:** Preparation of the agenda to be discussed at the AC (Accreditation Committee), and this is system generated agenda in preparation for the AC meeting. This agenda contains all applications, evaluations, and their recommendations, grouped by institution.
- **Populate QAF-MIS Dashboards:** System should automatically update the data warehouse with the outcomes of the HEQC which will update the dashboards.
- **Generate Outcome letters:** Letters that will be prepared and created based on the outcomes of the HEQC meeting, these letters will be sent to the institutions.
- **Update SAQA:** For all qualifications with an accredited outcome, the system will populate the SAQA system with the qualification data required for registration and add the qualifications and outcomes to the HEQSF qualifications record of M-HEQSF.
- **Send Letters to Institution:** The accreditation administrator will send out the letters to the institution.
- **SAQA Qualification Registration:** SAQA registers the accredited qualification on their system. This happens on the SAQA system and not on CHE-MIS.
- **Update Qualification with SAQA reg no:** Once SAQA has registered the qualification, SAQA system should automatically pass the qualification registration number to the CHE accreditation system. The CHE system should update the qualification with the registration number.

There is currently a web-based application used for this purpose. The application is old and unsupported. There is a requirement to migrate the existing data from this application to the new one.

The Quality Reviews Online module is a strategic component of the CHEMIS platform, designed to digitize and streamline the end-to-end process of institutional and programme-level quality reviews within South Africa's higher education sector.

6.3 **QUALITY REVIEWS ONLINE** The following are the functional requirements for the Quality Review function:

- **Terms of Reference:** The system will support the creation of a Terms of Reference (ToR) document, serving as the guiding framework for the review process. Stakeholders will be able to collaborate on this document by making edits, and before the review commences, the relevant parties will formally sign off on it.
- **Self-Evaluation Reports:** CHE administrators will have the ability to design and issue standardized self-evaluation report templates. Institutional administrators can then complete these reports, save drafts for later, make updates when required, and finally submit the approved version. Supporting documents can also be uploaded directly into the system to accompany the submission.
- **Review Panel Appointment and Access:** To ensure smooth review operations, the CHE administrator should be able to appoint panel members and assign tailored access rights. Review panels will then be able to securely access all relevant documentation, including the self-evaluation report.
- **Collaboration and Feedback:** The system must provide mechanisms for review panel members to comment on submissions, track discussions, and share insights in real time. During site visits, both panel members and institutional representatives can sign an electronic attendance register, while reviewers can also add notes linked to the visit.
- **Evaluation and Ratings:** Panel members should be able to assess institutions against Higher Education Practice standards and allocate appropriate ratings within the system.
- **Implementation Planning:** Following the review, institutional administrators should be able to create structured implementation plans directly within the platform, ensuring that recommendations are tracked and acted upon.

6.4 **Research, Monitoring, Policy and Advice (RMPA)** There are no computerized systems used for this currently. The implementation of the system is required to deliver the following functional requirements:

The Research, Monitoring, Policy and Advice (RMPA) module is a strategic pillar of the CHEMIS platform, designed to support the Council on Higher Education's mandate to generate evidence-based insights, monitor sectoral performance, develop and/or review policies and provide informed policy advice. This module enables the systematic collection, analysis, and dissemination of data across accreditation, quality reviews, and institutional engagements.

There are no computerized systems used for this currently. The implementation of the system is required to deliver the following functional requirements:

- The system should allow the RMPA team member to create a new research case, with an ability to be edited and annotated.
- The system should allow the Research committee to approve or reject the research proposal documented by the RMPA team member.
- **Data Collection:** The system should be able to collect data from universities, colleges, and other educational institutions regarding enrolment statistics, graduation rates, academic performance, faculty qualifications, and other relevant metrics.
- **Performance Monitoring:** The system should monitor the performance of educational institutions based on predefined key performance indicators (KPIs) such as student retention, graduation rates, student satisfaction, and employment outcomes.
- **Quality Assurance:** The system should include mechanisms to assess and monitor the quality of education provided by institutions, such as accreditation processes, program evaluations, and curriculum reviews.
- **Research Support:** The system should facilitate research activities within the higher education system by providing access to research databases, funding opportunities, collaboration platforms, and tools for data analysis.
- **Policy Development:** The system should support the development of policies and guidelines related to higher education, based on research findings, market trends, and stakeholder input. It should facilitate collaboration and communication among council members for policy discussions and decision-making.
- **Advisory Services:** The system should provide advisory services to educational institutions on matters such as curriculum development, strategic planning, pedagogical approaches, and quality improvement initiatives.
- **Stakeholder Engagement:** The system should enable communication and collaboration with various stakeholders, including government agencies, educational institutions, employers, students, and other relevant organizations. It should facilitate feedback collection, surveys, and consultation processes.
- **Data Analysis and Reporting:** The system should have robust data analysis capabilities to identify trends, patterns, and insights from the collected data. It should generate reports and visualizations to present research findings, performance assessments, and policy recommendations in a clear and accessible manner, refer to the “Reporting and Dashboards” requirement.
- **Decision Support:** The system should provide decision support tools to aid council members in making informed decisions related to resource allocation, policy formulation, and strategic planning for the higher education system.
- **Security and Privacy:** The system should ensure the security and privacy of sensitive data collected from educational institutions, students, and other stakeholders. It should comply with relevant data protection regulations and implement appropriate security measures.
- **Documentation and Auditability:** The system should maintain documentation of research methodologies, data sources, policy decisions, and system configurations for auditability, transparency, and accountability purposes.

This module is a new implementation and data migration will be needed.

This module of the system should enable the institutional administrator to capture and edit this data about the institution. All the data should be captured to complete the institution profile. The system security should be configured, that the institution administrator can have access to the institution they are employed. The institution will capture/save and edit the data, and the CHE will verify whether the attached documents are correct manually. Once the verification is complete, the data will be committed on the system. Institutional profile includes information categorized as follows:

6.5 INSTITUTIONAL PROFILES

- Institutional information
- Institutional policies
- Institutional Qualification Profile
- Staff Profile
- Sites of Provision
- Student Profile
- Governance

Functional requirements for this module:

- Save new and update existing Institutional Information and Institutional policies
- Save or upload Institutional Qualification Profile. The system should enable institutional administrator to capture/save upload (bulk) the institutional Qualification Profile
- Save or upload Institutional staff information. The system should enable institutional administrator to capture/save or upload (bulk) the institutional staff profiles
- Save/ edit Institutional sites of provision
- Save or upload Institutional student information. The system should enable institutional administrator to capture/save or upload (bulk) the institutional student profiles

6.6 COMMUNITY OF PRACTICE

- Save/Edit Institutional governance information

This module of the system allows the CHE to maintain a database of academic specialists (similar to a recruitment system) that can be contracted for projects. This system should also allow the individuals to create their profiles by capturing their details and CV's. The CHE should be able to search for suitable specialist based on their needs. The system should also keep track of which specialist is assigned to which project to avoid using the same people for multiple assignments. The following are the requirements that the system should address within the process:

- **Call for nominations:** Functionality to enable CHE to invite/advertise to individual(s) to submit their CV's and create their profiles in the system. The candidates should be able to create their profiles (the full names, address, ID number, contact details, email address, upload CV, education background) and upload supporting documents (CV, qualifications)

- **Evaluation:** Functionality to enable CHE to search and filter candidates by name, skills, field/profession.
- **Formulate Panel:** Functionality to create a panel (group of specialists for a specific project) from the shortlisted candidates from the previous step of Evaluation. The created panel should be sent/workflow to the CHE function director for approval.
- **Panel Contracting:** Functionality to create a contract from the pre-defined contract templates. They will fill in the details of each panel member. They will also add additional and specific details/deliverables to the contract. They will also upload any additional documents. System should create a unique contract number. This number will be used for payment purposes. Upload/attach any additional documents.
- The panel members should be able to complete a conflict of interest declaration.
- **Panel invoice and Payment:** The contracted panel will produce deliverables as described in their contract or project plan. System should provide function to review the work and approve or reject. Once the deliverable(s) is approved then they will compile invoices and submit to the CHE for payment.

This module is a new implementation and data migration will be needed.

6.7 HEQSF (HIGHER EDUCATION QUALIFICATIONS SUB-FRAMEWORK)

The **Higher Education Qualification Sub-Framework (HEQSF)** is a CHE business unit responsible for student achievement data, the management of qualification framework policies, the record of HEQSF programmes / qualifications per institution, managing changes to existing qualifications, managing the qualification status and data on the NQF and coordinating memorandum of agreements with Professional bodies.

The student achievement data is managed through the **Higher Education Quality Committee Information System (HEQCIS)**.

- **HEQCIS** is the existing CHE system for private higher education providers. It stores and validates:
 - Person data (students and staff).
 - Institutional publications (optional).
 - Qualification enrolments and learner records.
- Institutions register on HEQCIS (unlimited users) and submit data bi-annually in a pre-defined format.
- The CHE validates data submissions and then uploads learner records to SAQA's Edu.Dex for validation and secure transfer to the National Learners' Records Database (NLRD).
- **Note:** HEQCIS itself is **not part of the implementation scope**, but **integration with CHE-MIS** is required, and existing data must be migrated into the CHE-MIS data warehouse for reporting and dashboards.

Below is a quick summary/overview of each functional requirement:

The management of qualification framework policies:

- **Develop Concept Note:** System must support the creation and storage of a structured concept note outlining the rationale, objectives, and scope of a new or revised HEQSF policy/qualification framework item.
- **MANCO Approval:** Workflow functionality must route the concept note to MANCO for review and approval, with digital tracking of decisions, comments, and approval status.
- **Appoint Peer Academics:** The system should enable the nomination, appointment, and tracking of Peer Academics who will contribute subject-matter expertise. Includes automated notifications and records of appointments.
- **Peer Academics First Draft:** Allow Peer Academics to collaborate and submit the first draft of the policy/qualification standard. The system must support version control and commentary features.
- **Appoint Reference Group:** Manage the appointment of a Reference Group to review drafts, ensuring appropriate representation and recorded accountability.
- **Incorporate Input:** System must provide functionality to collate and incorporate comments, recommendations, and edits from Peer Academics and Reference Groups into subsequent drafts.
- **M-HEQSF Review and Approval:** Enable the M-HEQSF team to review the consolidated draft, apply approvals, and record formal decisions within the system.
- **Submit to HEQC Agenda:** Provide workflow and reporting tools to prepare and submit the reviewed draft for inclusion in the HEQC agenda.
- **HEQC Approval:** Facilitate the formal approval process by the HEQC, including digital signoffs, tracking of deliberations, and outcome recording.
- **External Stakeholder Review:** Manage the distribution of the draft to external stakeholders (e.g., institutions, regulatory bodies) for consultation and feedback collection.
- **Proof Reading and Language Editor:** Support a structured process for professional proofreading and language editing prior to finalization, ensuring quality and accessibility.
- **Policy Sign-Off:** Enable the recording of official sign-off on the policy document, capturing approvers' details, timestamps, and audit trails.
- **Media Notice (Public Advertising):** Provide tools to generate and manage media notices, ensuring compliance with public communication requirements for new or amended policies.
- **Socio-Economic Impact Assessment System (SEIAS):** Ensure integration or linkage with the SEIAS framework, capturing socio-economic impact assessments as part of policy development.
- **Council Ratification:** Track and record the ratification of the policy by the CHE Council, ensuring alignment with governance processes.
- **Publication/Gazette:** Support the preparation and submission of the approved policy for publication in the Government Gazette, including workflow status tracking.
- **Socialize Policy:** Provide mechanisms for dissemination and stakeholder engagement on the newly approved policy, including notifications, workshops/webinars, and publication on CHE platforms.

The record of HEQSF programmes / qualifications per institution:

The CHE maintains a record of accredited programmes and qualifications per institution. This record is critical to manage the update of the HEQSF qualification status (registered, reregistered or passed the end date) on the NQF and therefore needs to be up to date. The record consists of the institution name; qualification name; NQF level, credits, fields of study (CESMs), CHE and SAQA reference numbers, outcomes and dates.

- **System Update:** The system must update or populate the HEQSF record with accreditation outcomes (accredited or accreditation withdrawn) per qualification that may arise from Accreditation, Quality Review or other CHE processes after an AC or HEQC meeting.
- **Report:** A report of the record must be available to internal and external users. The external users are the institutions, SAQA and DHE.
- **Data capture interface:** Internal users must be able to update the record and outcomes as well.

Existing data will need to be migrated from current systems.

- **Discontinuation of qualifications process:** Institutional administrator (internal CHE user must also have the option) selects multiple qualifications that they are no longer offering and indicates status of pipeline students and submits discontinuation application
- **Generate list:** The system must generate a list for approval by the CEO.
- **Approval:** The CEO must approve the list for discontinuation.
- **Withdraw accreditation:** The system must record that accreditation is withdrawn for all qualifications on the list.
- **MQC and HEQC meeting:** The list must be included in the agendas for noting.
- **Generate letter:** A letter indicating that accreditation has been withdrawn for programmes / qualifications must be generated. A letter to SAQA must be generated requesting that SAQA de-register all qualifications in the list to the institution.
- **Send letter:** The letters will be sent to the institutions and SAQA.

Applications for changes to existing qualifications: The CHE is responsible for communicating any changes to a qualification to SAQA. Institutions may apply to update specific qualification data as they are reviewed over time. There are several applications in word e.g. to change a title or to add a field of study to a programme/qualification. The following requirements apply:

- **Institutional administrator:** This will most likely be the same institutional administrator as for accreditation. They will login to the system.
- **Selection of existing qualifications:** Search and select the qualification (only accredited).
- **Application:** Upload the application, supporting documents and form fields required
- **Generate invoice:** The invoice detailing the amount that the institutions should pay for the applications they submitted.
- **Check payment:** This will be similar to accreditation.
- **Checklisting:** Verify if all applications meet the required information and all attachments are verified.
- **Prepare and approve background:** Preparation, data capture and approval of the background of the qualification.

- **Peer evaluation by COP:** User form / screen that the COP captures the recommendation per qualification.
- **MQC agenda:** Preparation of the agenda to be discussed at the MQC (Management of HEQSF qualifications) Committee and this is a system generated agenda in preparation for the meeting. This agenda includes all applications, evaluations and their recommendations grouped by institution. The MQC members access all applications online.
- **HEQC meeting**
- **Generate outcome letters:** Letters that will be prepared and created based on the outcomes of the HEQC meeting (change requested is approved or not). These letters will be sent to the institutions.
- **Update outcomes** of applications and implement change on the system e.g. title change.

Managing the qualification status and data on the NQF:

The CHE is responsible for recommending the registration, reregistration and deregistration of qualifications on the NQF to SAQA. During this process SAQA may require amendments to qualification data to ensure that it complies with SAQA policy and criteria on the NQF. Institutions may need to review their qualification data during a SAQA reregistration process or a CHE review process.

- **An interface** between CHE and institutions is required to manage this change of content and any amendments required by SAQA is needed. This will consist of requests to institutions, making the qualification data available for update, reminders as well as automatic population of the reviewed content in SAQA's database (same as accreditation data transfer to SAQA on initial accreditation).

Professional Body Memorandum of Agreement:

Data capture interface is required by internal users to schedule and capture the professional bodies that will be approached during the year for exploratory meetings and agreements to create and sign memorandums of agreement. The signed memorandum of agreement must be uploaded.

- 6.8 **HEQC (HIGHER EDUCATION QUALITY COMMITTEE)** The system must be able to generate progress reports for all the HEQSF processes above that count the number qualifications by date or number of memorandum of agreements signed in a period.

This is a shared module across the entire functions of the CHE. This module is required to manage the HEQC committee meetings, from annual scheduling, updating the meetings, creating agendas and capturing of meeting outcome. The implementation of this module is required to deliver the following requirements for HEQC:

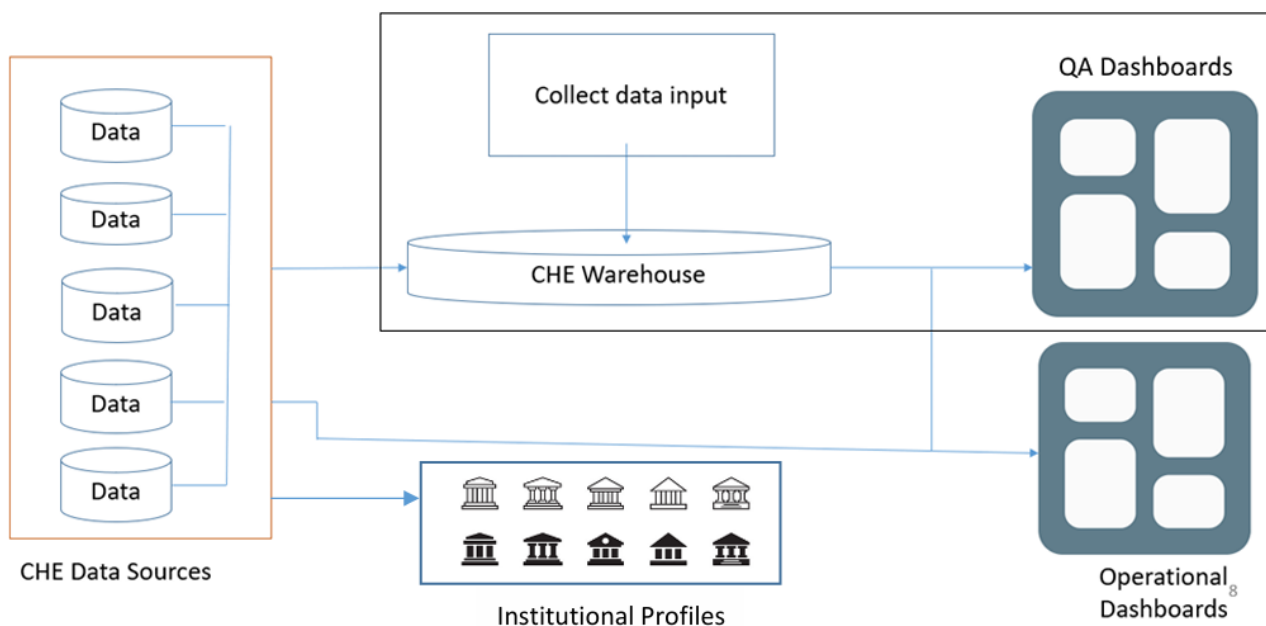
- **Set up the HEQC Annual Schedule:** The HEQC Secretariat creates an annual schedule for the HEQC meetings. CHE Secretariat must schedule the annual meetings on the system. The schedule can be edited, and new additions can be added during the year.
- **Meeting Agenda:** (a) The agenda items that come from the functions' sub-committees, these are created automatically by the system including the attachments. System should populate the Agenda from Accreditation Function with applications that have been through the AC meeting. Agenda should group the applications based on "Consent" (agree/ support COP recommendation) or "Discussion" (disagree with COP recommendation) and order by application number. System should include the links (URL) of the accreditation applications on each agenda item. All Quality Reviews reports are endorsed by the HEQC subcommittee should be populated automatically grouped by institution and ordered by reference number. All reports and documents should be included as links (URLs) for each review. (b) Additional Agenda Items: System should allow the CHE Functions and the CEO to add additional agenda items. They should capture the short, long description, motivation, attach supporting documents.
- **Confirm Agenda:** The CHE secretariat ensures that the draft agenda is consolidated and submit it the CHE functions for confirmation that their agenda items are covered in the first draft. At this point they can also add additional items which the CEO will need to approve. When the CHE functions have confirmed the agenda, the agenda is sent to the CEO for confirmation (CEO cannot edit the agenda).
- **Finalize Agenda:** The CHE secretariat finalizes the confirmed agenda and send to the HEQC chair for approval.
- **Conflict of interest:** The HEQC members complete the conflict of interest form upon receiving the Finalized agenda. The system should also provide a report for the conflict of interest.
- **Meeting Outcomes:** System should allow the CHE Secretariat and the Accreditation function (Accreditation administrator) to capture the meeting minutes and outcomes per agenda item. All minutes are captured by CHE Secretariat, except for Accreditation function. The Accreditation function will also capture their functions' minutes and outcomes.

- 6.9 **REPORTING AND DASHBOARDS**
- **Meeting Approval:** The finalized minutes are sent to the CEO for approval, once approved the system notifies the HEQC chair for approval.

In 2024, the Council on Higher Education (CHE) successfully built and implemented the first phase of the Management Information System (MIS) for its Quality Assurance Framework (QAF). This achievement marks a significant milestone in enhancing the CHE's capacity to execute its external quality assurance mandate. The completed Minimum Viable Product (MVP) now provides comprehensive dashboards that deliver data-driven insights into institutional internal quality assurance (IQA) mechanisms, enabling more effective monitoring and evaluation of the higher education sector against the parameters of the newly developed QAF standards.

- Interim Data Input System: Built and deployed a power Apps platform user input application.
- Data Warehouse Implemented: Designed and constructed a centralized dimensional data warehouse using a star schema. This warehouse successfully integrates and transforms data from the input system into structured, analysable information, providing a "single source of truth."
- Data Visualization: Dashboards were built using Microsoft Power BI
- ETL Processes Established: Implemented automated Extract, Transform, Load (ETL) pipelines using Azure Data Factory. These pipelines regularly ingest data from the interim input system, apply necessary business rules, and load it into the data warehouse, ensuring data is consistently up-to-date and accurate.

The diagram below depicts the utopian implementation that will fully achieve the CHE requirements, where the "CHE Data Sources" will be automated and integrated systems to allow seamless data flow from other systems (internal and External). The implemented MVP dashboards does not integrate to any system but allows the user to make manual data entries "Collect data input". This data is then used to feed and populate the dashboards.



6.10 The requirement is to:

- Evaluate and assess the already developed dashboards.
- Continue building the dashboard from this base and refine where possible.
- Replace the manual input with the integrated and automated system to feed the dashboard.

The site visit process is a critical component of both Accreditation and Quality Review within the CHE quality assurance framework. This module of the system must provide a seamless, integrated platform that supports

the planning, execution, monitoring, and reporting of site visits. Site visits are when the appointed panel (through the COP appointment module) conduct physical visits to the institutions of higher education for various inspections.

The panel must be able to access all documents related to the institution, complete a desktop evaluation, and participate in scheduling activities. The solution should integrate with existing CHE systems (e.g., SAGE for payment verification) and enable institution-specific calendars for streamlined scheduling.

Additionally, the system must handle differences between Accreditation and Quality Reviews:

- **Accreditation:** Automated generation of notification letters; site visits cannot proceed if payment is not made (institution must re-apply in the next window).
- **Quality Reviews:** Letters are manually uploaded; site visits continue even if payment is not made.
- The system must support communication, automated notifications, and document management throughout the process, ensuring that all stakeholders (CHE administrators, panel members, and institutions) are informed and aligned.
- **Panel Document Access:** Panel members are granted secure, role-based access to view all institutional documentation related to the site visit.
- **Desktop Evaluation:** This functionality allows panel members to review, comment, and evaluate institutional submissions prior to the physical site visit.
- **Site Visit Scheduling and Shared Calendar:** Provides a shared CHE calendar to finalize site visit dates, including institution-specific commitments and availability, to avoid scheduling conflicts and improve coordination across multiple stakeholders.
- **Payment Verification (SAGE Integration):** System should be able to check whether payment has been received in SAGE before confirming site visit activities, to enforce compliance, and ensures process integrity. The institution will have to re-submit in the next application window for the accreditation.
- **Payment Reminder and Non-Payment Handling:** System will have to send automated reminders to institutions if payment has not been made by the due date. If the due date lapses, the system flags the visit as “Non-Payment” and issues notifications.
- **Notification Letter Management:** For **Accreditation**, system generates automated notification letters; for **Quality Reviews**, administrators upload letters manually.
- **Site Visit Confirmation:** Once payment is confirmed, the system generates a confirmation notification and distributes it to both the institution and the panel.
- **Site Visit Confirmation:** Once payment is confirmed, the system generates a confirmation notification and distributes it to both the institution and the panel.
- **Panel Draft Report Management:** Panel members can create or upload draft documents from the site visit, which are then submitted to the CHE Accreditation function, to have a digital record of site visit outcomes and streamline submission workflows.

6.11 QAF Standards Meeting

Qualification Standards are therefore created as part of the CHE's mandate to manage the HEQSF. With the switch from the accreditation of programmes to the accreditation of qualifications as envisaged in the QAF, the qualification standards will become part of the benchmarks against which qualifications would be evaluated to make decisions about accreditation. The qualification standards will also be used as benchmarks in quality reviews.

This module will only be accessible to the internal CHE users. This should allow users to create and maintain the standards database records. The following functions are required to manage the standards:

- The system should be able to allow a user to search, filter and order for a standard to perform a quality review against.
- Allow users to create new standards.
- The system should be able to create a new version of a standard. The system must allow users to version an existing standard.
- The system should be able to allow a user to change the status of the standard.

There is currently a database with basic standards that are used in the QAF dashboards. Additionally, there are user input screens created in Microsoft PowerApps to manage and maintain standards.

6.12 INTEGRATION

The system will have to integrate to the system listed below. The integration specification will be defined with the suppliers/ owners of these systems during the analysis phase of the project.

Internal systems

- SAGE
- Azure AD

External Systems integration:

- SAQA
- NLRD

6.13 DELIVERY MILESTONES (HIGH-LEVEL)

- Professional Bodies (where applicable)

The table below illustrates the delivery milestones and the proposed duration in days. The project will be divided into several delivery phases/modules. Each phase will deliver a working solution. Agile methodology is preferred for the rollout of the project. The bidder is expected to capacitate the delivery team to deliver as close as possible to this proposed duration if not better. Each phase/module will go through the lifecycle and produce the relevant artefact for each phase as follows:

- Analysis
- Design
- Development

- Testing & QA
- User Training
- Deployment
- Go-Live

#	Project Milestone	Estimated Duration (Days)
1	Supplier Onboarding	2
2	Project Initiation	5
3	Analysis Phase	10
4	Solution Architecture Design	5
5	Environment Configuration (Dev, QA)	5
6	Module 1 - Institutional Profiles & COP	30
7	Module 2 - Scheduling and Booking (Site Visits)	30
8	Module 3 - HEQC Agenda and Meeting	60
9	Module 4 - Accreditation Online & HEQCIS	90
10	Module 5 - Quality Reviews online	60
11	Module 6 - RMPA & Dashboards	30
12	Solution Stabilization	30
13	Project Closure	5
14	Post Implementation Support	24 months

6.14 POST IMPLEMENTATION PLAN

The bidders are required to submit a post implementation support plan which will details how they support the solution post implementation. The plan must cover the following, however, to limited to:

- System stability, reliability, and performance.
- Provide a clear and efficient channel (Call, Email, ect) for end-users to report issues.
- Minimize business disruption through rapid incident resolution.
- User access provisioning and de-provisioning for the application.
- Monthly Service Report.
- Bug fixes and minor enhancements.
- Environmental maintenance (patching, backups).

7. MANDATORY REQUIREMENTS

Attendance of the compulsory tender briefing	Yes	No
Provide recent audited financial statement	Yes	No

8. EVALUATION CRITERIA

The evaluation will be split into two parts:

- **Part 1** - A Technical Evaluation based on the overall response to the scope of work submitted; and
- **Part 2** - A Presentation of the proposed high-level solution, including security design.

PART 1 - TECHNICAL EVALUATION AND SCORING

Only those Bidders who score **70 points** or higher (out of a possible **100 points**) during the **Functional Criteria** evaluation will be invited to participate in the **Presentation Evaluation** of the bidding process. Bidders are required to submit supporting documentation evidencing their compliance with each requirement, where applicable.

The **Functional Criteria** that will be used to test the capability of Bidders are as follows:

Evaluation Area	Evaluation Criteria	Matrix	Minimum	Points											
Company Track Record and Experience	Submit contactable reference letters. The letter must be on the letter head of the client, must be duly signed and with contact details for verification of service delivery and quality. This must be for clients whom you have done similar work. <u>(The reference letters should not be older than five years, and work should have been carried out within the past 10 years)</u>	Please provide testimonials or reference letters as proof	15	25											
	The reference letters should include: • company name • contact person	<table><tr><th>Response</th><th>Points</th></tr><tr><td>No relevant reference letter</td><td>0</td></tr><tr><td>One relevant reference letter</td><td>5</td></tr><tr><td>Two relevant reference letters</td><td>10</td></tr><tr><td>Three relevant reference letters</td><td>15</td></tr><tr><td>Four relevant reference letters</td><td>20</td></tr><tr><td>Five relevant reference letters</td><td>25</td></tr></table>			Response	Points	No relevant reference letter	0	One relevant reference letter	5	Two relevant reference letters	10	Three relevant reference letters	15	Four relevant reference letters
Response	Points														
No relevant reference letter	0														
One relevant reference letter	5														
Two relevant reference letters	10														
Three relevant reference letters	15														
Four relevant reference letters	20														
Five relevant reference letters	25														

Evaluation Area	Evaluation Criteria	Matrix	Minimum	Points									
	• contact details • date letter was issued • contract value (if available)												
Track Record and Experience	Project Team's knowledge /experience in implementing large-scale(end-to-end implementations for system development) solution with at least 5 years in the relevant field. List clearly indicating the proposed support team: • proposed support team structure • attached team member CVs • list indicating years of experience • Certified copies of qualifications (not older than 3 months)	<u>The resources' ability to perform required work (attach detailed CV with the relevant skills)</u> • Proven experience with .NET (Core/Framework), C#, Entity Framework) (1-4 points) • SQL Server design, optimization, and management (1-4 points) • Azure services (App Services, Functions, DevOps, API Mgmt) implementation experience (1-4 points) • Microsoft Partner Network status (Silver/Gold/Solutions Partner) (1-4 points) • Team certifications (Azure, .NET, Power Platform) (1-4 points) <u>NB! One point per skill & if a CV is not submitted, the bidder receives zero point.</u>	10	20									
Understanding of Scope	Each respondent is required to submit a proposal containing the following project objectives: a) System Security, User	Provide a detailed write-up on the understanding and alignment of the scope of work in the terms of reference: <table><tr><th>Approach</th><th>Score</th><th>Bidders understanding of Scope</th></tr><tr><td>No response</td><td>0</td><td></td></tr><tr><td>Poor</td><td>10</td><td>The proposal or methodology is poor and tailored</td></tr></table>	Approach	Score	Bidders understanding of Scope	No response	0		Poor	10	The proposal or methodology is poor and tailored	15	25
Approach	Score	Bidders understanding of Scope											
No response	0												
Poor	10	The proposal or methodology is poor and tailored											

Evaluation Area	Evaluation Criteria	Matrix			Minimum	Points
	Authentication and Authorisation			to address at least 1 to 4 objectives listed		
	b) Accreditation Online	Satisfactory	15	The proposal or methodology is specific and tailored to address at least 5 to 7 objectives listed		
	c) Quality Reviews Online					
	d) Research, Monitoring and Advice	Very Good	20	The proposal or methodology is specific and tailored to address at least 8 to 11 objectives listed		
	e) Institutional Profiles	Excellent	25	The proposal or methodology is specific and tailored to address all 12 project objectives listed		
	f) Community of Practice					
	g) HEQSF (Higher Education Qualifications Sub-Framework)					
	h) HEQC (Higher Education Quality Committee)					
	i) Reporting and Dashboards					
	j) Site Visits					
	k) QAF Standards Management					
	l) Integration to Internal and External Systems					
Project Management	Indicate how they will ensure effective project management during design, development, implementation, and commissioning of the solution. The service provider must provide a write-up	Provide a detailed project plan/schedule: - No Project plan provided = 0 Point - Scope Alignment = 2point - Clarity of Deliverables = 2point - Realistic Durations =2point - Task Sequencing & Logic = 2point - Milestones clearly defined = 2point			10	10

Evaluation Area	Evaluation Criteria	Matrix	Minimum	Points
	on the proposed project management methodology to be followed and a detailed project plan with timelines.			
Training Offering	Bidder to provide a response indicating how they are going to deal with: Training and knowledge transfer (for supporting the environment for the CHE staff including ICT admin & support users). Approach and change management plan.	- Detailed training and skills transfer plan (proposal). Include change management = 10 Points. - Plan not included = 0 Point	10	10
SLA Offering	Indicated how they will ensure effective account management and provided a query resolution process (account management methodology provided).	Bidder to provide a system support plan describing: - maintenance, updates, and monitoring - Support SLAs (incident response time, bug fixes, uptime monitoring) 10 Points. - No Plan submitted = 0 Point	10	10
TOTAL			70	100

PART 2 – PRESENTATION EVALUATION AND SCORING

The Criteria that will be used to test the capability of Bidders are as follows:

Evaluation Area	Evaluation Criteria		Weighting
Solution Security	Service provider to present security controls.		5 Points
	Non-Compliant (Score 0)	The bidder has little or has not demonstrated understanding of the security requirements. Security controls do not comply of MFA, SSO. The Data Centre is not based in RSA borders. Does not sign off user if there is no activity for a specified period.	
	Compliant (Score 5)	The bidder has sufficiently demonstrated understanding of the layout of the security requirements. Security controls do comply of MFA, SSO. The Data Centre is based in RSA borders. Does sign off the user if there is no activity for a specified period.	
User Access Rights	Service provider to present the user access management control.		5 Points
	Poor (Score 0)	The solution does not provide for role-based granular access; or for only administrators to centrally manage all user information, credentials and permissions.	
	Good (Score 5)	The solution provides for role-based granular access; and allows for only administrators to centrally manage all user information, credentials and permissions.	
Backup and Disaster Recovery	Service provider to present the archiving and disaster recovery controls.		5 Points
	Non- Compliant (Score 0)	The bidder did not sufficiently demonstrate an understanding of the backup and disaster recovery controls required. Backup and disaster recovery controls do not comply with the requirements of offline backups, archiving of all information stored	

Evaluation Area	Evaluation Criteria		Weighting
		in the database, or having a detailed disaster recovery plan.	
	Compliant (Score 5)	The bidder did sufficiently demonstrate an understanding of the backup and disaster recovery controls required. Backup and disaster recovery controls do comply with the requirements of offline backups, archiving of all information stored in the database, or having a detailed disaster recovery plan.	
Formal presentation on high-level functional requirements	Score	Requirement	15 Points
	2	Accreditation Online	
	2	Quality Reviews Online	
	1	Research, Monitoring, and Advice	
	1	Institutional Profiles	
	2	Community of Practice	
	2	HEQSF (Higher Education Qualifications Sub-Framework)	
	1	HEQC (Higher Education Quality Committee)	
	1	Reporting and Dashboards	
	1	Site Visits	
	1	QAF Standards Management	
	1	Integration	
TOTAL			30 Points

Only those Bidders who score **70 percent (21 points)** or higher (out of a possible **30 points**) during the **Presentation Evaluation** of the bidding process will be evaluated for price and specific goals. Bidders are required to submit supporting documentation evidencing their compliance with each requirement, where applicable.

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- | | |
|---|---|
| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p> |
| 18. Contract amendments | <p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p> |
| 19. Assignment | <p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p> |
| 20. Subcontracts | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p> |
| 21. Delays in the supplier's performance | <p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the</p> |

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.