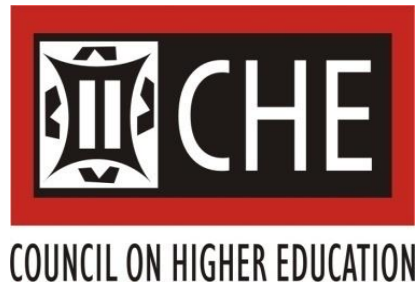


ANNEXURE A



**Request for Proposal for Provision of Web-Based
Online Systems Maintenance for Council on
Higher Education for the Period of 12 (twelve)
Months**

CHE/CS/04/11/2017

Date Issued: 03 November 2017

**Closing Date and Time: 17 November 2017 at
11:00am**

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

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1. INTRODUCTION

The Council on Higher Education (CHE) is an independent statutory body established by the Higher Education Act, No 101 of 1997, as amended. The CHE as the Quality Council for Higher Education advises the Minister of Higher Education and Training on all higher education policy issues, and is responsible for quality assurance and promotion through the Higher Education Quality Committee (HEQC). More information on the CHE can be obtained from the website <http://www.che.ac.za>

2. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

The purpose of this Request for Proposal (RFP) is to solicit proposals from potential bidder(s) for the Provision of Web-Based Online Systems Maintenance Services.

This RFP document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required by the CHE for the Provision of Web-Based Online Systems Maintenance Services.

This RFP does not constitute an offer to do business with the CHE, but merely serves as an invitation to bidder(s) to facilitate a requirements-based decision process.

3. LEGISLATIVE FRAMEWORK OF THE BID

3.1. Tax Legislation

- 3.1.1. Bidder(s) must be compliant when submitting a proposal to CHE and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- 3.1.2. It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 3.1.3. The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 3.1.4. It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.

3.1.5. Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.

3.1.6. Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

3.2. **Procurement Legislation**

The CHE has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000) and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

3.3. **Technical Legislation and/or Standards**

Bidder(s) should be cognisant of the legislation and/or standards specifically applicable to the services.

4. **SITE VISIT**

Bidders will be permitted to visit the CHE to view the current systems between 03 November 2017 and 15 November 2017. An appointment must be made with Bid Technical Manager, Ms Robin Naude via email Naude.R@che.ac.za and/or 012 349 3921.

5. **TIMELINE OF THE BID PROCESS**

The period of validity of tender and the withdrawal of offers, after the closing date and time is **90** days. The project timeframes of this bid are set out below:

Activity	Due Date
Advertisement of bid on Government e-tender portal	03 November 2017
Questions relating to bid from bidder(s)	03 November 2017
Bid closing date	17 November 2017 at 11:00 am

Notice to bidder(s)	CHE will endeavour to inform bidders of the progress until conclusion of the tender.
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All dates and times in this bid are South African standard time.

Any time or date in this bid is subject to change at the CHE's discretion. The establishment of a time or date in this bid does not create an obligation on the part of the CHE to take any action, or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if the CHE extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

6. CONTACT AND COMMUNICATION

- 6.1. A nominated official of the bidder(s) can make enquiries in writing, to the specified person, **Mr Maeta Thobane** via email **Thobane.M@che.ac.za** and/or **012 349 3903**. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.
- 6.2. The delegated office of the CHE may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 6.3. Any communication to an official or a person acting in an advisory capacity for the CHE in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- 6.4. All communication between the Bidder(s) and the CHE must be done in writing.
- 6.5. Whilst all due care has been taken in connection with the preparation of this bid, the CHE makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. The CHE, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.
- 6.6. If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the CHE (other than minor clerical matters), the Bidder(s) must promptly notify the CHE in

writing of such discrepancy, ambiguity, error or inconsistency in order to afford the CHE an opportunity to consider what corrective action is necessary (if any).

- 6.7. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by the CHE will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 6.8. All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

7. LATE BIDS

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the Bidder(s).

8. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids.

9. FRONTING

- 9.1. Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemn any form of fronting.
- 9.2. The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does

not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the CHE may have against the Bidder / contractor concerned.

10. SUPPLIER DUE DILIGENCE

The CHE reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

11. SUBMISSION OF PROPOSALS

- 11.1. Bid documents must be placed in the tender box at **The CHE, Reception Area, No.: 1 Quintin Brand Street, Persequor Technopark, Brummeria, Pretoria East, 0020** on or before the closing date and time.
- 11.2. Bid documents will only be considered if received by the CHE before the closing date and time.
- 11.3. The bidder(s) are required to submit **Five (5)** copies of **file 1: one (1)** original and **Four (4)** duplicate and submit **One (1)** original copy of File 2 (sealed separately), and one **(1)** CD-ROM with content of each file by the Closing date **17 November 2017 at 11:00am**. Each file and CD-ROM must be marked correctly and sealed separately for ease of reference during the evaluation process. Furthermore, the file and information in the CD-ROM must be labelled and submitted in the following format:

FILE 1 (TECHNICAL FILE)	FILE 2 (PRICE & BBBEE)
Exhibit 1: Pre-qualification documents <i>(Refer to Section 17.1 - Gate 0: Pre-qualification Criteria (Table 1))</i>	Exhibit 1: Pricing Schedule <i>(Refer to Section 18 – Pricing Proposal)</i>
Exhibit 2: <ul style="list-style-type: none">• Technical Responses and Bidder Compliance Checklist for Technical Evaluation• Supporting documents for technical responses.	

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(Refer to Section 17.2 - Gate 1: Technical Evaluation Criteria)	
Exhibit 3: <ul style="list-style-type: none">• General Conditions of Contract (GCC) (Annexure B)	
Exhibit 4: <ul style="list-style-type: none">• Company Profile• Any other supplementary information	

11.4. Bidders are requested to ***initial each page*** of the tender document on the top right hand corner.

12. PRESENTATION / DEMONSTRATION

The CHE reserves the right to request presentations/demonstrations from the short-listed Bidders as part of the bid evaluation process.

13. DURATION OF THE CONTRACT

The successful bidder will be appointed for a period of 12(Twelve) months.

14. TERMS OF REFERENCE

14.1 Purpose

The purpose of this bid is to source quotations for the provision for maintenance of web-based system for a period of twelve (12) Months.

14.2 Background

The Council on Higher Education (CHE) is an independent statutory body established by the Higher Education Act, No. 101 of 1997, as amended. The CHE, as the Quality Council for Higher Education, advises the Minister of Higher Education and Training on all higher education policy issues, and is responsible for quality assurance and promotion through the Higher Education Quality Committee (HEQC). More information on the CHE can be obtained from the website <http://www.che.ac.za>

14.3. Scope of Work

14.3.1. Service providers will be required to:

- Upgrade the HEQC-online system;
- Customise the National Reviews system for the next review;
- Maintain the online systems, as per maintenance or development request, in order to keep them operational and up to date with changing business processes;
- Support the current systems in PHP and MySQL;
- Maintain the servers and databases the systems reside on, including ensuring enough disk space for the growing system data;
- Ensure that Online Systems support is available 24/7.

14.3.2. Maintenance and development of existing systems

The CHE has several web-based online systems to support the functions of the CHE which need to be maintained to stay in line with changing business processes. Maintenance of the system is defined as modification of the system to cater for the following four classes of maintenance (Lientz and Swanson):

- Adaptive to cope with changes in the software environment
- Perfective to implement new or changed user requirements in order to keep the system in line with changing business processes.
- Corrective to fix any errors identified

- Preventive to increase maintainability in the future

These systems are located on Linux servers, run on an Apache webserver, are written in PHP and the data resides in a MySQL database. These systems run and are available 24/7 because many of the external users, such as evaluators and reviewers, work at night or over weekends. The servers that the systems reside on and the databases are maintained to ensure that there is enough disk space and the systems are stable from a hardware perspective. Extensive backups are done daily to support recovery in the event of a system failure. The production systems are copied to support sites daily. The support sites are used by CHE staff to offer user support to the users of the system. The systems are:

- HEQC-online
- HEQSF-online
- NR-online

CHE will provide specifications for system maintenance or development requests and will assist with the user acceptance testing.

The system maintenance and development requirements that the service provider would be expected to complete within the duration of the contract are:

- Setup a multiple developer environment on servers at the CHE that incorporates redmine project management software redmine, git version control software and development software: php, mysql, and apache.
- Upgrade the HEQC-online system from PHP: 5.3.3, MySQL: 5.1.73 to the latest versions of MySQL and PHP, including upgrade of all MySQL functions to PDO and use of Workflow 2.0 engine which was already upgraded.
- Train CHE's developer by incorporating them as part of your team
- Maintain technical documentation
- Provide technical support and assist with troubleshooting.

Additional system maintenance and development requests that are required and would be requested by the CHE per request are the following:

- Small daily or weekly requests to assist with daily operations, closing or moving processes or correcting data.
- The start of the national review of a programme requires that the NR online be customised to fit into the needs of those projects. This entails registering a new National review in the system, loading the customised word templates for the new review and loading institutional administrators per institution for the new review. If there are any new process flow requirements then a meeting with the service provider will take place and specifications will be drawn up. Previous customisations took less than a month. The National Reviews system needs to be customised in 2018 to be ready for the submission of SERs by the institutions in July 2018. National Reviews should have its templates ready around March 2018.
- Add facility to the HEQC-online system to capture the Accreditation Status Record.
Fields are:
 - Institution name
 - Programme name
 - NQF level
 - Credits
 - Mode of delivery
 - CESM
 - Qualification type
 - CHE reference number
 - HEQSF reference number
 - DHET register number
 - SAQA id
 - Sites of delivery where accredited to offer
 - Outcome date (HEQC or AC date)
 - Expiry date (Date until when accreditation is valid)
 - Comment / notes
 - Letters/documents as evidence of status (e.g. letter indicating outcome, letter of approval for extension of programme to a new site)
- Review of accreditation, Re-accreditation and institutional profile online templates:
Update the online re-accreditation application form to match approved template and remove restriction in system to only allow one re-accreditation application.

- Recommend programmes to SAQA for registration on NQF: Add functionality to select a HEQC meeting to view and download a list of applications with outcomes accredited or accredited with conditions that served at the HEQC and the relevant information.
- Provide online / real-time version of specific monitoring reports which are currently run off HEQC-online data in Excel.
- Other requests: Any request that requires a process, function or template to be developed or modified in a system in order to support a new or changed business process that is approved and prioritised by CHE management. In these cases the request will be discussed and negotiated with the service provider and specifications drawn up. As long as the request falls within the allowable budget it can be done.

14.3.3. Brief Description of the current systems

A. HEQC-online system description

The Accreditation Directorate manages the process of accreditation and re-accreditation of programmes and management of site visits via the HEQC-online system. The HEQC-Online system was developed as a workflow system to facilitate the online submission, processing and tracking of applications for programme accreditation by Public and Private Higher Education Institutions.

An Institutional Administrator applies for access to the HEQC-online system and once granted applies for the accreditation of programmes online. There are approximately 150 active Private Higher Education Institutions and 26 Public institutions. Each institution may manage additional users within its institution. In order to apply for accreditation an Institution is required to complete an Institutional Profile and an accreditation application form and submit it to the CHE for processing.

The internal processing of the application by the Accreditation Directorate consists of screening and evaluation of the application. A peer-driven process is used whereby peers from Higher Education Institutions access the information required for the evaluation from the Evaluator Portal of HEQC-online. Recommendations are written for all programmes and made available via the system to the Accreditation Committee. These

recommendations are approved at the HEQC and approved outcomes are communicated to the Higher Education Institutions and outcomes are updated in the system. Based on the outcome further processing of representations, conditions of accreditation or deferrals may take place within the system.

Once a programme is accredited it may be reviewed either through the re-accreditation process or a site visit taking place. These processes have similar process flows to accreditation of a programme. The outcome of these processes can affect the accreditation status of a programme.

B. HEQSF-online system description

The HEQSF-online system was used to process Higher Education Institution (HEI) applications for alignment to the HEQSF. All HEIs were required to submit all the programmes that they were offering at the time. CHE processed the applications via HEQSF-online resulting in an outcome of HEQSF aligned or not. This process was completed in 2015. No new submissions are being processed via the system. Currently the system is a repository of programmes and their alignment status and is mainly used to search and view programmes and their alignment status. Titles may be changed in the system. There are various stakeholders that have access to the system.

C. NR-online system description

The National Reviews Directorate re- accredits existing programmes offered at higher education institutions by using the National Review (NR) Online system. The main purpose of the NR Online is to prepare for the National Reviews process and share data with users. The system has different users who are able to administrate, view, process and access data.

Institutions submit Self Evaluation Templates (SER) to CHE via NR-online, which are screened and evaluated. Site visit panels are selected and access relevant via NR-online. The site visit report is uploaded. NSR meetings are scheduled and all documentation required for the meeting is accessible via the system.

4. Technical Approach

- Service Providers must submit detailed work plan specifying methodologies and processes to be followed, and monthly reporting.

15. EVALUATION AND SELECTION CRITERIA

The CHE has set minimum standards (Gates) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Pre-qualification Criteria (Gate 0)	Technical Evaluation Criteria (Gate 1)	Price and B-BBEE Evaluation (Gate 2)
Bidders must submit all documents as outlined in paragraph 17.1 (Table 1) below. Only bidders that comply with ALL these criteria will proceed to Gate 1.	Bidder(s) are required to achieve a minimum of 60 points out of 100 points to proceed to Gate 2 (Price and BEE).	Bidder(s) will be evaluated out of 100 points and Gate 2 will only apply to bidder(s) who have met and exceeded the threshold of 70 points.

15.1. Gate 0: Pre-qualification Criteria

Without limiting the generality of the CHE's other critical requirements for this Bid, bidder(s) must submit the documents listed in **Table 1** below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). During this phase Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal may be disqualified for non-submission of any of the documents.

Table 1: Documents that must be submitted for Pre-qualification

Document that must be submitted	Non-submission may result in disqualification?	
Invitation to Bid – SBD 1	YES	Complete and sign the supplied pro forma document

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Tax Status SBD 1	YES	<p>i. Written confirmation that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status.</p> <p>ii. Proof of Registration on the Central Supplier Database</p> <p>iii. Vendor number</p>
Declaration of Interest – SBD 4	YES	Complete and sign the supplied pro forma document
Preference Point Claim Form – SBD 6.1	NO	Non-submission will lead to a zero (0) score on BBEE
Declaration of Bidder's Past Supply Chain Management Practices – SBD 8	YES	Complete and sign the supplied pro forma document
Certificate of Independent Bid Determination – SBD 9	YES	Complete and sign the supplied pro forma document
Bidder Compliance form for Functional Evaluation	NO	Complete
Registration on Central Supplier Database (CSD)	NO	<p>The Service Provider must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number.</p> <p>Submit proof of registration.</p>
The experience and qualifications of the personnel proposed to provide the service. CVs of the project team members will be analysed for the Web based online system development and maintenance expertise	Yes	Attached CV and qualifications
Pricing Schedule	YES	Submit full details of the pricing proposal in a separate envelope

15.2. Gate 1: Technical Evaluation Criteria = 100 points

Only Bidders that have met the Pre-Qualification Criteria in (Gate 0) will be evaluated in Gate 1 for functionality. Functionality will be evaluated as follows:

- i. Functional Evaluation – Bidders will be evaluated out of **100** points and are required to achieve minimum threshold of **60** points of **100** points.
- ii. The overall score must be equal or above **60** points in order to proceed to Gate 2 for Price and BBBEE evaluations.

As part of due diligence, CHE will conduct a site visit at a client of the Bidder (reference) for validation of the services rendered. The choice of site will be at CHE's sole discretion.

The Bidder's information will be scored according to the following points system:

Criterion	Maximum Points to be awarded	Reference page in Proposal (<i>Please insert page number, where possible</i>)
Functionality		
1.1 Proposal Methodology <ul style="list-style-type: none">• The Bidder must indicate how they will (software, method) meet essential and desirable requirements of the tender<ul style="list-style-type: none">○ Project management and documentation○ Development of system○ Business Intelligence<ul style="list-style-type: none">▪ Database proposed▪ Data load methods▪ Tools	25	

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1.2 The bidder's experience on development and maintenance of custom built systems.	26	
<ul style="list-style-type: none"> The bidder must indicate number of years developing and maintaining customised built system; 	8	
<ul style="list-style-type: none"> The bidder must indicate the number developed systems (max 3) which are currently in use; 	6	
<ul style="list-style-type: none"> The bidder must provide a portfolio of systems indicated above. 	12	
1.3 Capacity to perform task The bidder must provide 3 CVs indicating the experience and qualifications of the personnel proposed to provide the service.	40	
<ul style="list-style-type: none"> CVs of project team will be analysed for years of experience on the web based online system development and maintenance expertise, data migration, project management and experience in the proposed methodology; 	18	
<ul style="list-style-type: none"> The Bidder must provide certified copy of qualifications i.e. relevant Degree, Diploma and Certificates in IT (e.g. MCSD, MCSA, CBAP); 	18	
<ul style="list-style-type: none"> The Bidder must indicate the number of developed and fully functional systems completed and currently in use. 	4	
1.4 The Bidder must provide maximum of three (3) Written and Contactable References <ul style="list-style-type: none"> References must not be more than 1 (One) year old. 	9	
Total Points for Functionality	100	

15.3. Gate 2: Price and BBBEE Evaluation (80+20) = 100 points

Only Bidders that have met the **80** point threshold in Gate 1 will be evaluated in Gate 2 for price and BBBEE. Price and BBBEE will be evaluated as follows:

In terms of regulation 6 of the Preferential Procurement Regulations 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 on the basis of:

- The bid price (maximum **80** points)
- B-BBEE status level of contributor (maximum **20** points)

i. Stage 1 – Price Evaluation (80 Points)

Criteria	Points
Price Evaluation $P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	80

The following formula will be used to calculate the points for price:

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

ii. Stage 2 – BBBEE Evaluation (20 Points)

a. BBBEE Points allocation

A maximum of **20** points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14

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4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

B-BBEE points may be allocated to bidders on submission of the following documentation or evidence:

- A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1); and
- B-BBEE Certificate

b. Joint Ventures, Consortiums and Trusts

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. The **CHE** will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

iii. Stage 3 (80 + 20 = 100 points)

The Price and BBEE points will be consolidated

16. PRICING PROPOSALS

The CHE requires bidders to propose two pricing proposals being for the Development and for the Maintenance Services. Pricing Proposal must be submitted in separate sealed filed (File 2). The file must clearly marked "Pricing Proposals" and the in file there must be a consolidated pricing and detail price breakdown per below categories:

16.1. Pricing Proposal: Maintenance Services

Service Type	Estimated Total Hours/Kilometres per year
Online System Maintenance Services	900 Hours
Travel	1600 Km

Breakdown of Rates per 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)
Online Systems Maintenance and Development			

Bidders are required to indicate a ceiling price based on the total estimated time for each type and including all expenses inclusive of all applicable taxes for the maintenance services.

Bidders are required to indicate if prices are fixed or not, If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

NOTES REGARDING PRICING

- 1. The total contract amount **MUST** be all inclusive. This means, all direct and indirect related cost 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 as non-responsive and will result in the bidder scoring zero out of 80 points achievable on the price criteria.*

17. Current Technical Specifications

Online Systems Technical Information

There are two environments setup (excluding development environment). These are the production environment and the support environment. A copy of the production environment is downloaded daily to the support environment.

Equipment

- Virtual on VM2
- 3 GB ram
- 250 GB disk space

Function

- Runs the HEQC-*online*.
- Runs the HEQSF-*online*.
- Runs the National Reviews (NR-*online*) system.
- Runs the Contract Register
- Intranet
- Firewall for the additional link to the internet.

Operating System

- CentOS release 6.4

Application Software

- a) Customised software developed by the ICT service provider.
 - PHP.
 - MySQL – database.
 - Apache webserver

Current Network Infrastructure

CHE's network consists of 48 port Dell Power over Ethernet (PoE) Switches, supported by 3COM 4400 and 3COM 3300 switches. All switches are located in the server room. The only protocol that is allowed over the network is IP and all appliances are set-up to only use IP traffic. The telephone VLAN runs separately. The routers are connected via ADSL lines to the internet service provider. The CHE's main internet traffic runs over

DSL to TENET (Tertiary Education Network) and the HEQC-online server runs on a dedicated ADSL to provide internet.

The main internet traffic is routed via a Linux firewall that controls the SPAM, web proxy and external DNS of the CHE. The firewall scripts are inspected and maintained regularly. The firewall only allows for web traffic and emails to enter the CHE and all other traffic that is not for administrative functions. The CHE systems are maintained by a firewall on the HEQC server. Both internet access points are secured by Linux firewall scripts

CHE acquired their internet facility from TENET that offers the following:

- 2Mb (International Bandwidth)
- 1Gb(National)
- 1Gb Backbone

18. GENERAL CONDITIONS OF CONTRACT

Any award made to a bidder(s) under this bid is conditional, amongst others, upon –

- a. The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which CHE is prepared to enter into a contract with the successful Bidder(s).
- b. The bidder submitting the General Conditions of Contract to the CHE together with its bid, duly signed by an authorised representative of the bidder.

19. CONTRACT PRICE ADJUSTMENT

Contract price adjustments will be done annually on the anniversary of the contract start date. The price adjustment will be based on the Consumer Price Index Headline Inflation

STATS SA P0141 (CPI), Table E	Table E - All Items
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20. SERVICE LEVEL AGREEMENT

- 20.1. Upon award the CHE and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by the CHE, more or less in the format of the draft Service Level Indicators included in this tender pack.
- 20.2. The CHE reserves the right to vary the proposed draft Service Level Indicators during the course of negotiations with a bidder by amending or adding thereto.
- 20.3. Bidder(s) are requested to:
 - a. Comment on draft Service Level Indicators and where necessary, make proposals to the indicators;
 - b. Explain each comment and/or amendment; and
 - c. Use an easily identifiable colour font or “track changes” for all changes and/or amendments to the Service Level Indicators for ease of reference.
- 20.4. The CHE reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to the CHE or pose a risk to the organisation.

21. SPECIAL CONDITIONS OF THIS BID

The CHE reserves the right:

- 21.1. To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)
- 21.2. To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- 21.3. To accept part of a tender rather than the whole tender.
- 21.4. To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- 21.5. To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- 21.6. To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- 21.7. Award to multiple bidders based either on size or geographic considerations.

22. The CHE REQUIRES BIDDER(S) TO DECLARE

In the Bidder's Technical response, bidder(s) are required to declare the following:

- 22.1. Confirm that the bidder(s) is to: –
 - a. Act honestly, fairly, and with due skill, care and diligence, in the interests of the CHE;
 - b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
 - c. Act with circumspection and treat the CHE fairly in a situation of conflicting interests;

- d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with the CHE;
- f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;
- g. To conduct their business activities with transparency and consistently uphold the interests and needs of the CHE as a client before any other consideration; and
- h. To ensure that any information acquired by the bidder(s) from the CHE will not be used or disclosed unless the written consent of the client has been obtained to do so.

23. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

- 23.1. The CHE reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of CHE or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")
- a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
 - b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
 - c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the CHE's officers, directors, employees, advisors or other representatives;

- d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- e. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- g. has in the past engaged in any matter referred to above; or
- h. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

24. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- 24.1. The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that the CHE relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.
- 24.2. It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by the CHE against the bidder notwithstanding the conclusion of the Service Level Agreement between the CHE and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

25. PREPARATION COSTS

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing the CHE, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

26. INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, the CHE incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds the CHE harmless from any and all such costs which the CHE may incur and for any damages or losses the CHE may suffer.

27. PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

28. LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. The CHE shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

29. TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. The CHE reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to The CHE, or whose verification against the Central Supplier Database (CSD) proves non-compliant. The CHE further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

30. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. The CHE reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

31. GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

32. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that The CHE allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and the CHE will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

33. CONFIDENTIALITY

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with the CHE's examination and evaluation of a Tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by the CHE remain proprietary to the CHE and must be promptly returned to the CHE upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure the CHE's written approval prior to the release of any information that pertains to (i) the potential work or

activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

34. THE CHE PROPRIETARY INFORMATION

Bidder will on their bid cover letter make declaration that they did not have access to any the CHE proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

35. AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid (RFP: CHE/CS/04/11/2017), the CHE may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

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